



# GARDENA CITY COUNCIL

## Regular Meeting Notice and Agenda

Council Chamber at City Hall

1700 West 162<sup>nd</sup> Street, Gardena, California

Website: [www.cityofgardena.org](http://www.cityofgardena.org)

**Tuesday, December 13, 2022**

**Closed Session 7:00 p.m.**

**Open Session 7:30 p.m.**

**TASHA CERDA**, *Mayor*

**PAULETTE C. FRANCIS**, *Mayor Pro Tem*

**MARK E. HENDERSON**, *Council Member*

**RODNEY G. TANAKA**, *Council Member*

**WANDA LOVE**, *Council Member*

**MINA SEMENZA**, *City Clerk*

**GUY H. MATO**, *City Treasurer*

**CLINT OSORIO**, *City Manager*

**CARMEN VASQUEZ**, *City Attorney*

**LISA KRANITZ**, *Assistant City Attorney*

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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](https://youtube.com/CityofGardena)
2. **PARTICIPATE BEFORE THE MEETING** by emailing the Deputy City Clerk at [publiccomment@cityofgardena.org](mailto: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](mailto:cityclerk@cityofgardena.org) at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.



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

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

**Thank you for your attendance and cooperation**

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### **1. ROLL CALL**

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

The City Council will hear from the public only on the items that have been described on this agenda (GC §54954.3)

### **2. CLOSED SESSION**

#### **2.A CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION**

Gov. Code Section 54956.9(d)(1)

Zoila Monroy, Aragon; Genesis Dubon; and Kelly Dubon v. City of Gardena, et al.  
L.A. Sup. Ct. Case No.: 20STCV46821

#### **CITY ATTORNEY REPORT OUT OF CLOSED SESSION**

### **3. PLEDGE OF ALLEGIANCE**

Neil Hance and Savannah Hance  
Amestoy Elementary School

### **4. INVOCATION**

Reverend Scott R. Fairchild  
- CrossRoad Church

### **5. PRESENTATIONS**

5.A Senator Steven Bradford - Legislative Update

5.B Certificates of Commendation in Special Recognition of Retirements and Long-Time Service to the City of Gardena:

(a) Juan Bareno, Sewer Maintenance Worker- 21.8 years - (Public Works)  
[Juan Bareno Certificate 12.13.22.pdf](#)

5.C 2022 Most Business-Friendly City Award

### **6. PROCLAMATIONS**



## 7. **APPOINTMENTS**

- 7.A Gardena Rent Mediation Board - Member at Large - Woods Woolwine  
(Appointed by Mayor Cerda)

## 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.

- 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, November 8, 2022

**CONTACT: CITY CLERK**

[11082022 REGULAR Minutes Gardena CC Meeting - FINAL.pdf](#)

- 8.C Receive and File of Minutes:

Planning & Environmental Quality Commission, July 19, 2022

Planning & Environmental Quality Commission, September 6, 2022

Planning & Environmental Quality Commission, November 1, 2022

**CONTACT: COMMUNITY DEVELOPMENT**

[2022\\_07\\_19 PCMIN.pdf](#)

[2022\\_09\\_06 PCMIN.pdf](#)

[2022\\_11\\_01 PCMIN.pdf](#)

- 8.D Approval of Warrants/Payroll Register, November 22, 2022

**CONTACT: CITY TREASURER**

[Warrant-Payroll Register 11-22-22.pdf](#)

- 8.E Approval of Warrants/Payroll Register, December 13, 2022

**CONTACT: CITY TREASURER**

[Warrant-Payroll Register 12-13-22.pdf](#)

- 8.F Monthly Investment Report, October 2022

**CONTACT: CITY TREASURER**

[October 2022 Investment Report.pdf](#)

- 8.G Personnel Report P-2022-21 12-13-22

**CONTACT: HUMAN RESOURCES**

[PERS RPT P-2022-21 12-13-22.doc](#)

[Classification and Compensation Schedule, eff. December 13, 2022 - Attachment 1.pdf](#)

[Human Services Aide - Attachment 2.pdf](#)

[Lead Mechanic - Attachment 3.pdf](#)



- 8.H [Authorize Agreement between South Bay Workforce Investment Board, Inc., on behalf of the City of Inglewood, and the City of Gardena through June 30, 2024](#)  
**CONTACT: ADMINISTRATIVE SERVICES**  
[SBWIB AGREEMENT - WIO Paid Work Experience.doc](#)  
[SBWIB Transitional Subsidized Employment Agreement 2022-2023.docx](#)  
[Certificates\\_City-of-Gardena-Coverage.pdf](#)  
[Automobile Insurance Waiver.pdf](#)

- 8.I [Acceptance and Notice of Completion for the Gardena community Aquatic and Senior Center Project - Demolition Phase, JN 978](#)  
**CONTRACT: PUBLIC WORKS**  
[NOC\\_Aquatics and Senior Center\\_JN 978.pdf](#)

9. **EXCLUDED CONSENT CALENDAR**

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

- 10.A [NOVEMBER 15, 2022 MEETING](#) - ***Meeting Cancelled***

- 10.B [DECEMBER 6, 2022 MEETING](#)  
**2022 Planning Commission Recap**

Staff presented to the Planning Commission a recap of the past development and planning policy project that went before the Commission over the past year.

Commission Action: No action taken.

**City Council Action: No action needed .**

To view the complete Planning Commission packet, [CLICK HERE](#)

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 [City of Gardena Audit Reports for Fiscal Year Ended June 30, 2022: Annual Comprehensive Financial Report \(ACFR\), Family Child Care and GTrans](#)

**Staff Recommendation: Receive and File Audit Reports for Fiscal Year 2021-2022**

[Attachment #1-ACFR Report June 30, 2022.pdf](#)

[Attachment #2-Gardena Family Child Care Program Report June 30, 2022.pdf](#)

[Attachment #3-GTrans Report June 30, 2022.pdf](#)



- 12.B [Approve Microsoft Software Assurance and Licensing Agreement with Dell Technologies for \\$575,787.12 for the period January 1, 2023 thru December 31, 2025.](#)

**Staff Recommendation: Approve Proposal**

[Attachment #1-Dell 3 Year Microsoft Assurance and Licensing Proposal-\\$575,787-City of Gardena.pdf](#)

[Attachment #2- Riverside County Master Agreement and Dell Agreement Nov 1 2019-October 31 2021-.pdf](#)

[Attachment #3-Dell Amended Agreement Nov 1, 2019 through October 31, 2024.pdf](#)

13. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

- 13.A [New Fortunetelling Permit - #2 Psychic Reading & Meditation Center 1602 Artesia Boulevard Unit F Gardena, California 90248](#)

**Staff Recommendation: It is respectfully recommended that the City Council approve a new fortunetelling permit for Sophie Adams and Tiffany D.**

**Johnson (dba: #2 Psychic Reading & Mediation Center)**

[Fortunetelling Permit Application.pdf](#)

[Los Angeles County Fire Department Memo 10.12.2022.pdf](#)

[Police Department Memo 11.23.2022.pdf](#)

[Planning Division Memo 12.5.2022.pdf](#)

- 13.B [ORDINANCE NO. 1846, Relating to the Protection of Property During Demolition, Including a Determination that the Ordinance is Exempt from the Provisions of the California Environmental Quality Act Pursuant to the Common Sense Exemption Set Forth in Guidelines Section 15061\(B\)\(3\) and Under CEQA Guidelines Section 15305 \(Class 5\) for Minor Alterations in Land Use Limitations](#)

**Staff Recommendation: Introduce Ordinance 1846.**

[Staff Report Ordinance 1846.pdf](#)

[Attachment A - Ordinance No. 1846.pdf](#)

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

- 14.A COVID-19 Update

15. **DEPARTMENTAL ITEMS - POLICE**

- 15.A [Notification of Eligibility for Funding in the amount of \\$123,276.00 Under the Tobacco Grant Program Award for the 2022 - 2023 Grant Cycle](#)

**Staff Recommendation: Accept Grant Award and Authorize Expenditures**



- 15.B [Authorization to Award a Two-Year Video Policing System Camera Maintenance and Repair Contract to DataGear, Inc. in the Amount Not to Exceed \\$133,902.40.](#)

**Staff Recommendation: Authorize and execute a two-year contract, with optional one-year extension, for the Video Policing System Camera Maintenance and Repair to DataGear, Inc. It is further recommended that Council authorize the Mayor and City Clerk to execute the contract which has been approved as to form by the City Attorney.**

[Camera Maintenance Contract 2022](#)

[DataGear Proposal & City of Gardena RFP](#)

[Side Letter Agreements.pdf](#)

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

- 16.A [Award Construction Management and Inspection Services Contract for the Gardena Community Aquatic and Senior Center Project, JN 978, to Griffin Structures, Inc., in the amount of \\$895,000.](#)

**Staff Recommendation: Award Construction Management and Inspection Services Contract**

[JN 978 Aquatic & Senior Center\\_CMI Services Consultant Agreement.pdf](#)

- 16.B [Award Construction Contract for the New Marked Crosswalk with Pedestrian Hybrid Beacon on Vermont Avenue and 133rd Street, JN 972 to California Professional Engineering, Inc. in the amount of \\$314,488. Approve the Project Plans & Specifications, Approve Budget Appropriation of \\$250,000 funds, and Declare California Environmental Quality Act \(CEQA\) Exemption.](#)

**Staff Recommendations:**

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

[JN972 Location Map.pdf](#)

[JN972 New Crosswalk with HAWK Signal system Project Plans.pdf](#)

[JN972 Contract Doc and Specifications 5276\(033\).pdf](#)

[JN972 California Professional Engineering, Inc. Bid 11-8-2022.pdf](#)

[JN972 CEQA Notice of Exemption.pdf](#)

[JN 972\\_PHB HWAK Exhibit.pdf](#)

- 16.C [Award Professional Design Services Contract for the Mas Fukai Park Improvements Project, JN 820, to David Volz Design Landscape Architects, Inc., in the amount of \\$755,830.](#)

**Staff Recommendations: Approve Professional Services Contract**

[JN 820\\_Mas Fukai Park Improvements\\_DVD Consultant Agreement.pdf](#)

- 16.D [Authorize Payments to Southern California Edison in the amount of \\$69,439.10 and AT&T in the amount of \\$26,443.23 to Underground the Existing Overhead Utilities for the Gardena Community Aquatic and Senior Center Project, JN 978](#)

**Staff Recommendation: Authorize Payment to Utility Companies**



[JN 978 Aquatic & Senior Center\\_SCE Invoice & Plans.pdf](#)

[JN 978 Aquatic & Senior Center\\_AT&T Invoice & Map.pdf](#)

- 16.E [Award Construction Contract For Manhattan Beach Blvd. Drought Tolerant Landscape Conversion Maintenance Project To Venco Western Inc. In The Amount Of \\$46,279.00; Additionally Declare CEQA Exemption And Approve Project Plans.](#)

**Staff Recommendation:**

- **Award Construction Project**
- **Approve Project Plans**
- **Declare CEQA Exemption**

[Manhattan Beach Blvd. Landscape Proposal.pdf](#)

[Manhattan Beach Blvd Median Gardena.pdf](#)

[CEQA NOE\\_Manhattan Beach Median Landscape.pdf](#)

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

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

19. **COUNCIL ITEMS**

20. **COUNCIL DIRECTIVES**

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

22. **COUNCIL REMARKS**

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

23. **ANNOUNCEMENT(S)**



## 24. REMEMBRANCES

**Mr. Ronald B. Williams**; long time Gardena resident since 1973. He attended local Gardena schools and graduated from Gardena High School. Mr. Williams attended UC San Diego and graduated in 1992, he then attended Cal State Dominguez Hills where he earned his teaching credential and MA. In 2005, Mr. Williams began teaching Secondary World History and 9<sup>th</sup> grade Life Skills at Gardena High School, where he also assisted with coaching and mentoring the students of Gardena High School. After two years of classroom teaching, Mr. Williams became the Dean of Discipline from 2006-2011. Mr. Williams made it his personal mission to support students and parents at every opportunity and treated all students and their families with fairness and dignity. He will be greatly missed; **Mr. Dwayne Nathaniel Battle**; 60 years of age and longtime Gardena resident since 1968. Mr. Battle attended Purche Avenue Elementary and Maria Regina Elementary School. He graduated from Gardena High School in 1980; and **Mr. Richard Shigeru Fujio**; 83 years of age. Mr. Fujio was a pillar of our City. He was a successful businessman, gracious & generous volunteer, and loving family man. He owned and operated "Rich's Carpet" in Gardena for 40 years. He was a stalwart member of the Gardena Kiwanis Club, donating tens of thousands of dollars to worthy community causes. Mr. Fujio is survived by his daughter Kelly, son Rich, his sister in Chicago, brother in La Quinta, sister and brother-in-law in Gardena, and many nieces and nephews. He will be greatly missed.

## 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, December 27, 2022.

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](http://www.CityofGardena.org).

Dated this 9th day of December 2022

/s/ MINA SEMENZA  
MINA SEMENZA, City Clerk



# Certificate of Commendation

presented to

## Juan Bareno

In official acknowledgment and with deep appreciation for an exemplary, outstanding 21 years 8 months of service to

the **City of Gardena** as a

### Sewer Maintenance Worker

with the

### Public Works Department.

*We, the Mayor and Members of the City Council of the City of Gardena, California, are pleased to present this special recognition to you for your long-time City service, and express our sincere, best wishes for a healthy, enjoyable, and rewarding retirement, effective November 21, 2022.*



Presented ✦ 13<sup>th</sup> day of December, 2022



*Tasha Cerda*  
Mayor Tasha Cerda

*Paulette C. Francis*  
Councilmember Paulette C. Francis

*Mark E. Henderson*  
Councilmember Mark E. Henderson

*Rodney G. Tanaka*  
Councilmember Rodney G. Tanaka

*Wanda Love*  
Councilmember Wanda Love



**MINUTES**  
**Regular Meeting of the**  
**Gardena City Council**  
**Tuesday, November 8, 2022**

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:07 PM on Tuesday, November 8, 2022, in the Council Chamber at City Hall 1700 West 162<sup>nd</sup> Street, Gardena, California.

**1. ROLL CALL**

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

At 7:08 p.m., the City Council recessed into Closed Session with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Paulette C. Francis; Council Member Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Wanda Love. Other City Officials and Employee present; City Attorney Carmen Vasquez.

**PUBLIC COMMENT ON CLOSED SESSION - None**

**2. CLOSED SESSION**

- 2.A CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9  
(One [1] Matter)

**CITY ATTORNEY REPORT OUT OF CLOSED SESSION**

***Mayor Cerda reconvened the meeting to the Regular Open Session at 7:39 p.m., and the City Clerk noted the return of all Council Members, who were present at the meeting. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she stated that, Item 2.A there was no reportable action was taken.***

**3. PLEDGE OF ALLEGIANCE**

Benjamin Ashley and Grayson Gales led the Pledge of Allegiance. Both attend Chapman Elementary School. Both Benjamin and Grayson were chosen to represent Chapman's 5th graders for following the Chapman Bear Pledge of being safe, respectful, and responsible!

**4. INVOCATION**

Pastor Kevin Moore, Lead Pastor of Restoration Church, gave the Invocation.

**5. PRESENTATIONS**

- 5.A Gardena Military Veteran Recognition to Honor Veteran George Villa, who served in the U.S. Navy. He was chosen at the recommendation of Mayor Tasha Cerda.



**Mayor Cerda read a brief Biography; then Mayor Pro Tem Francis presented Mr. Villa with a City of Gardena Veterans Commemorative Coin. Mr. Villa was given an opportunity to speak and appropriate photos were taken.**

- 5.B "State and Federal Advocacy Update for the City of Gardena" – **Power Point Presentation was given by Niccolo De Luca, Vice-President of Townsend Public Affairs, Inc.**

Mayor Cerda asked for clarification of Townsend involvement in the process; who is responsible for getting the money because she thought it was Senator Bradford, Congresswoman Waters, etc.; and is the agency the one that takes the project forward, and how often do they follow-up. Mr. De Luca answered all her questions and stated that it was a collaborative effort.

Council Member Henderson asked, have they started any discussions about any insight that they may be looking for moving forward or getting an understanding of what is going to be addressed, such as sustainability, electric vehicles, or infrastructure. Mr. De Luca explained what he has been working on and answered all his questions.

Mayor Pro Tem Francis complimented our staff for doing an outstanding job. Also, asked Mr. De Luca to explain what his position in the process is and if he works closely with the Legislature. Mr. De Luca explained his involvement in the process.

## **6. PROCLAMATIONS**

- 6.A **United Against Hate Week - was accepted by Pascale Cardozo, Representative of LA vs Hate**
- 6.B "2022 Small Business Saturday, November 26, 2022" - **was proclaimed by Mayor Cerda**

## **7. APPOINTMENTS**

Gardena Economic Business Advisory Commission - Gilbert Bernal, Jr.  
**- was Appointed by Mayor Pro Tem Francis**

Gardena Economic Business Advisory Commission - Kale Morita  
**- was Appointed by Council Member Tanaka**

Mayor Cerda congratulated both Commissioners and asked if they were present and are welcome to say a few words.

Mr. Morita thanked Council Member Tanaka for his kind words and thanked all Members of the Council for this opportunity.

**It was moved by Mayor Pro Tem Francis, seconded by Council Member Love, and carried by the following roll call vote to Appoint Gilbert Bernal, Jr., and Kale Morita to the Gardena Economic Business Advisory Commission:**



**Ayes:** Mayor Pro Tem Francis, Council Members Love, Henderson and Tanaka, 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, October 25, 2022  
**CONTACT: CITY CLERK**

8.C Approval of Warrants/Payroll Register, November 8, 2022  
**CONTACT: CITY TREASURER**

November 8, 2022: Wire Transfer: 12263-12266; Prepay: 169470; Check Nos: 169471 -169618 – for a total Warrants issued in the amount of \$2,041,485.65; Total Payroll Issued for November 4, 2022: \$1,728,446.44.

8.D Personnel Report P-2022-20 11-08-22  
**CONTACT: HUMAN RESOURCES**

8.E RESOLUTION NO. 6608, Re affirming Proclamation and Resolution No. 6441, which declared the Existence of a Local Emergency  
**CONTACT: CITY MANAGER**

RESOLUTION NO. 6608

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

8.F Authorize Agreement Extension with Project Partners, Inc. in the amount of \$160,000 for Temporary Engineering Staff Augmentation.  
**CONTACT: PUBLIC WORKS**

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

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



## 9. **EXCLUDED CONSENT CALENDAR**

- 8.F **PUBLIC WORKS** - Authorize Agreement Extension with Project Partners, Inc. in the amount of \$160,000 for Temporary Engineering Staff Augmentation - ***Item pulled by Mayor Pro Tem Francis***

Mayor Pro Tem Francis asked if this Item is an extension to the existing Consultant Agreement; and how often are updates provided. City Manager Osorio explained the agreement and answered her questions.

Council Member Henderson asked are their payments to hit certain milestones? How do we gauge the level of completion? He stated if the goal is that they complete all of these projects. City Manager Osorio answered all questions.

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

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

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

### 10.A November 1, 2022 MEETING

#### **Extension Request for Tentative Parcel Map No. 82410 (PM #1-18)**

The Planning Commission considered a request for extension of time of Tentative Parcel Map No. 82410, to subdivide a 17,221 square foot property at 15906-15908 S. Manhattan Place creating two separate parcels in the Low-Density Multiple-Family Residential (R-2) zone, consistent with Title 17 and Title 18 of the Gardena Municipal Code and filing of a Notice of Exemption.

**Commission Action:** The Planning Commission approved the extension request for Tentative Parcel Map No. 82410 (PM #1-18), by vote of 4-0-0, approving a 12-month extension of time for the tentative map.

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

**This Item was Received and Filed.**

## 11. **ORAL COMMUNICATIONS**

- 1) Andrea Simental – Manager of Masao Library; came to give updates representing Satow and Mayme Library
- 2) Traci Saruwatari – representative of AADAP provide an update on Rx Take back event; collected 170 pounds of unused and expired medications. She stated that it is important that residents participate to keep our residents and community safe. This Thursday, 11/10 Passport to Wellness event at GHS educating families on substance abuse, mental health, there is going to be some interactive event talking about fentanyl for all families and residents in Gardena



## **12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

- 12.A Approve Health Benefits Third-Party Administrator (TPA) Professional Services Agreements with Pinnacle Claims Management, Inc. for \$498,571 and Rightway Healthcare Inc, for \$ 63,999.

City Manager Osorio presented the Staff Report.

*No Public Speakers.*

Mayor Pro Tem Francis asked the following: what a care navigator/coordinator was and if it was already included with the healthcare provider; If they were gatekeepers; If they have a network of doctors; Why a care navigator/coordinator was needed; and asked if there was a care navigator at Pinnacle.

City Manager Osorio responded a care coordinator was like a concierge service. Tom Quirk, our broker with Alliant, explained that considering the poor services we experienced from HealthNow, they explored care navigator as part of a process and that our HR team was interested in the idea of a care coordinator, especially since there were savings involved.

Kelly Liebman, from Rightway Healthcare Inc., answered Mayor Pro Tem Francis' questions and explained that it was a dedicated resource so people can use healthcare efficiently. She also explained there will be a nurse/clinician who is dedicated to the City of Gardena.

Council Member Love asked the following: about dedicated doctors for the City of Gardena, how many other cities are they dedicated to; how long has the City had a contract with HealthNow; How many cities were also self-insured; Has the City checked other options besides the two options we currently have.

City Manager Osorio answered Council Member Love's questions and explained that the current plans work and haven't heard many complaints.

Steve Mangapit of Pinnacle answered Mayor Pro Tem Francis' question.

Administrative Services Director Ray Beeman and City Manager Osorio shared that we were saving money by receiving an a la carte model, and no additional charges will be made to employees.

**It was moved by Council Member Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to Authorize and Execute Professional Services Agreement with Pinnacle Claims Management, Inc and 2) Authorize and Execute Professional Services Agreement with Rightway Healthcare Inc:**

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

**Noes: None**

**Absent: None**



### 13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

#### 13.A PUBLIC HEARING: RESOLUTION NO. 6609: A RESOLUTION OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

##### RESOLUTION NO. 6609

A RESOLUTION OF THE CITY OF GARDENA, CALIFORNIA,  
AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA  
PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION  
PROGRAM

City Manager Osorio presented the Staff Report.

Mayor Cerda opened the Public Hearing at 8:55 p.m. and asked if there were any comments from the public.

*No Public Speakers.*

Senior Planner, Amanda Acuna was present and available for any questions.

Mayor Pro Tem Francis asked the following: How does this fit into our housing element; When you speak of affordable housing what are the guidelines; Is there any way we could help the homeless or work with our homeless strategic plans; Is there anything in there for rehab or to keep people from becoming homeless? Senior Planner Acuna answered all her questions.

There was no further comment, Mayor Cerda closed the Public Hearing at 8:58 p.m.

**It was moved by Mayor Pro Tem Francis, seconded by Council Member Henderson, and carried by the following roll call vote to Open the Public Hearing, receive comments from the public and Authorize staff to file the application and adopting the PLHA plan for the Permanent Local Housing Allocation Program:**

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

**Noes: None**

**Absent: None**

#### 13.B Short Term Rentals for Lodging in the City

City Manager Osorio presented the Staff Report.

Greg Tsuijiuchi made a presentation on all the data collected by Rentalscape.

The following people came into the meeting and spoke in favor of keeping Airbnb's in the City: Jordan Mata, Marya Wrightsman, Kathleen Tsai, Yegor Kochetov, Vera Povetina, Celina Mendez.



City Clerk Mina Semenza, noted for the record the email received regarding STRs and have been forwarded to the City Council.

Council Member Love asked the residents to please understand whatever choice and decision the council makes; their job is to do what is best for the City as a whole.

Mayor Pro Tem Francis received clarification as to what will be taking place at tonight's meeting, and the process.

Council Member Tanaka said we need to look out for our entire city and not just a specialty group. He said they were there to try and provide something that is beneficial for everybody.

Council Member Henderson said the money and time spent to get the report/data is very beneficial. He appreciated the presentation. He said their job is to make sure they can craft an ordinance that will have some middle ground.

Mayor Cerda said she was more concerned about the entire city and the quality of life for the residents. She said they will make sure it's fair for everyone.

There was a lengthy discussion which included all members of the City Council, City Manager Osorio, City Attorney Vasquez, Assistant City Attorney Kranitz, CDD Director Greg Tsujiuchi, and Senior Planner Amanda Acuna. The discussion included the following: directions given to staff for drafting an ordinance regarding short term rentals (STRs) by reaching a consensus for various regulations. They reached a consensus to charge business license and permitting fees for short term rentals. (1) Limiting types of properties that can be rented: consensus on single family (whole unit); consensus on duplexes; consensus on maximum of one unit on any property over a duplex; consensus on not treating single-family home, townhomes and condos the same; consensus on not allowing short term rentals in condos; consensus for STRs in R-1 zone; consensus for STRs in R-2 zone; consensus for not allowing STRs in R-3 zone; consensus for not allowing STRs in R-4, mixed-use, and new housing overlay zones (higher density zones). (2) Limiting number of total STRs in the City at any one time: consensus to limit; Consensus on limiting to 100 STRs; Consensus to do a lottery every year if over 100. (3) Allowing home share only: consensus to allow home share. (4) Requiring STR be a primary residence: Consensus for it to be a primary residence for at least one year. (4) Limiting the number of rental days allowed per year, per applicant: Consensus not to limit. (5) Limiting number of people per bedroom: Consensus for four people per room. (6) Insurance: City Attorney will provide a recommendation for insurance and will make it a requirement. (7) Requiring minimum days: consensus for "no" minimum days. (8) Parking requirements: consensus to require one on-site parking per reservation. (9) Posting of contact information: consensus for owner to post information for neighbors. (10) Subleasing: consensus for not allowing subleasing of rental units. (11) Requiring vehicle logs for renters: Consensus on requiring owner to keep log of vehicles. (12) Notification to adjacent property owners/lessee: Consensus to notify 75 feet radius. (13) Consensus to have a safety standard in place. (14) Consensus to come up with a verification process for owner. In case of penalty for perjury, consensus to revoke a license permanently. (15) Consensus to revoke a license if three sustained complaints have been received within one year. (16) Parties: Consensus for no parties (indoor/outdoor) anytime including weddings.



City Attorney Vasquez informed the Council that Planning Commission will present a recommendation and will bring it back to Council for the first reading, and after two weeks, will be the second reading of the Ordinance.

- 13.C New Fortunetelling Permit - #2 Psychic Reading & Meditation Center 1602 Artesia Boulevard Unit F Gardena, California 90248

City Manager Osorio presented the Staff Report.

Item was tabled to the December 13, 2022, City Council Meeting.

**It was moved by Council Member Love, seconded by Mayor Pro Tem Francis, and carried by the following roll call vote to Table Item to the December 13, 2022, City Council Meeting:**

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

**Noes:** None

**Absent:** None

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

- 14.A COVID-19 Update

City Manager presented the update.

*No Council comments.*

**15. DEPARTMENTAL ITEMS – POLICE - *No Items***

**16. DEPARTMENTAL ITEMS - PUBLIC WORKS - *No Items***

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

**18. DEPARTMENTAL ITEMS – TRANSPORTATION**

- 18.A Award Construction Contract for GTrans Dispatch Remodel, Project JN512, to Ambit Construction & Design, Inc. for \$436,505, and Authorize a Project Total of \$545,631, and Declare California Environmental Quality Act (CEQA) Exemption

City Manager Osorio presented the Staff Report.

City Clerk Mina Semenza, noted for the record the email received from Ambit Construction & Design, Inc., and was forwarded to the City Council.

**Public Speaker:** Akbar Aly of Ambit Construction & Design, Inc., stated that he was present for only responses to any objections.

Council Member Henderson asked about the discrepancy between bidders. City Manager Osorio answered his question by saying there were no concerns.

*Mayor Pro Tem Francis stepped away from the dais.*



**It was moved by Council Member Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to Award Contract and Declare CEQA Exemption:**

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

- 18.B Approve Purchase and Installation of Furniture for GTrans Dispatch Remodel from D & R Office Works for \$49,331.99

City Manager Osorio presented the Staff Report.

*No Public Speakers.*

Mayor Pro Tem Francis complimented Direct of Transportation, Ernie Crespo for a well written report.

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

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

- 18.C Approve Purchase and Installation of Control Room Console for GTrans Dispatch Remodel from Tresco Consoles for \$48,932.67

City Manager Osorio presented the Staff Report.

*No Public Speakers.*

*No Council comments.*

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

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

**19. COUNCIL ITEMS - None**

**20. COUNCIL DIRECTIVES**

Mayor Pro Tem Francis

- 1) Regarding the Gardena Boulevard Revitalization Project – She requested either the Economic Development Manager or CDD Director to produce a detailed plan; including how to get businesses involved, identify stakeholders,



guidelines/procedures, and when the meetings will occur – ***was seconded by Council Member Henderson***

Council Member Henderson

- 1) LA County Chief Sustainability Office Plan – asked if we could take a look at their plan and see what would work for Gardena – ***was seconded by Council Member Tanaka***

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

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

1. Memo regarding the Homeless Plan update, as requested by Mayor Pro Tem Francis.
2. Memo from the Gardena Police Department which has stats and event updates.
3. Video presentation highlighting the Recreation and Human Services Department current and future events.
4. City Manager Osorio reminded everyone that this year marks our 3<sup>rd</sup> consecutive year of being nominated as Most Business-Friendly City by the LEDC with population over 50,000. We are going up against Norwalk, Carson and Santa Clarita.
5. City Manager Osorio wished Council Member Love a Happy Birthday.

**22. COUNCIL REMARKS**

1. COUNCIL MEMBER TANAKA - Since the last Council Meeting Council Member Tanaka chartered a new Kiwanis Club in Gardena. Council Member Tanaka attended the SBCCOG Homeless Task Force, 50<sup>th</sup> Birthday of an officer, judged bookmarks at the Gardena Mayme Dear library, and John Donato's celebration of Deputy Grand Exalted with the San Pedro and the South-Central District. Council Member Tanaka will be attending a funeral service for a friend that lost their two-month-old. Lastly, wished everyone a Happy Veteran's Day.
2. COUNCIL MEMBER LOVE - Since the last Council Meeting Council Member Love attended the open house for Human Services, City Employee Breakfast, Ministerial Luncheon, and the South Bay Workforce Investment Board 27<sup>th</sup> Annual Award Dinner.
3. COUNCIL MEMBER HENDERSON - Since the last Council Meeting Council Member Henderson attended LA Business Federation Responsible Governance Committee meeting, meeting on zero emission vehicles, Seniors Lunch, SCAG Regional Council Meeting, and South Bay WIB Dinner. Council Member Henderson recognized all the Veteran's for their services and invited everyone to join him on Friday as they are recognized.
4. MAYOR CERDA - Since the last Council Meeting Mayor Cerda attended a meeting with the new State Senator Ben Allen. Mayor Cerda also attended the funeral services for former City Treasurer Ingrid Tsukiyama, SBWIB 27<sup>th</sup> Annual Awards Ceremony, met with City View development and GEBAC Commissioner Gene Hale and discussed about local hire.



5. MAYOR PRO TEM FRANCIS - Since the last Council Meeting Mayor Pro Tem Francis drove by the Fall Carnival. Mayor Pro Tem Francis shared she did not stop by Freeman Park scare zone because of the scary nurse. She also attended the memorial for Ingrid Tsukiyama. Mayor Pro Tem Francis wished everyone a Happy Veterans Day, encouraged everyone to attend Friday's program. She also shared the Mayme Dear Library will be providing activities for the youth and children during Thanksgiving break.

**23. ANNOUNCEMENT(S)**

Mayor Cerda announced:

- 1) Passport to Wellness, Thursday, November 10, 2022, from 5:00 p.m. – 6:30 p.m. taking place at Gardena High School which is located at 1301 W. 182<sup>nd</sup> Street. Encouraging parents and kids to come out.
- 2) Fall Job Fair, Wednesday, November 16, 2022, at 1:00 p.m. – 5:00 p.m., located at El Camino College 16007 Crenshaw Blvd., Park in Parking Lot C.
- 3) Etch & Catch Event, November 19, 2022, from 9:00 a.m. – 1:00 p.m., at the West parking lot, behind the Gardena Police Department.
- 4) Gardena Hiring Event, December 8, 2022, from 9:00 a.m. – 1:00 p.m., at the Nakaoka Community Center.

**24. REMEMBRANCES - None**

**25. ADJOURNMENT**

At 12:00 a.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, December 13, 2022.

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

APPROVED:

\_\_\_\_\_  
Tasha Cerda, Mayor

By:\_\_\_\_\_  
Becky Romero, Deputy City Clerk



**MINUTES**  
**Regular PEQC Meeting Notice and Agenda of the**  
**Planning and Environmental Quality Commission**  
**Tuesday, July 19, 2022**

The Regular PEQC Meeting Notice and Agenda of the Planning and Environmental Quality Commission of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, July 19, 2022, in the 1700 W. 162nd Street, Gardena, California.

**PARTICIPATE BEFORE THE MEETING** by emailing the Planning Commission at [PlanningCommission@cityofgardena.org](mailto:PlanningCommission@cityofgardena.org) by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.

**PARTICIPATE DURING THE MEETING VIA ZOOM**

- Join Zoom Meeting Via the Internet or Via Phone Conference:  
<https://us02web.zoom.us/j/81539292220>
- Via Phone Conference Phone number: US +1 669 900 9128, Meeting ID: 815 3929 2220  
Press \*9 to Raise Hand and \*6 to unmute when prompted.
- If you wish to speak on a specific agenda item during the meeting you, may use the "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items you will be allowed to speak during Oral Communications. Members of the public wishing to address the Commission/Committee/Board will be given three (3) minutes to speak.

1. **CALL MEETING TO ORDER**

The meeting was called to order at 7:00pm.

2. **ROLL CALL**

Present: Chair Stephen P Langley; Member Steve Sherman; Member Jules Kanhan; Member Kale Morita

Absent: Vice Chair Deryl Henderson

3. **APPROVAL OF MINUTES**

3.A June 21, 2022 Meeting

A motion was made by Chair Langley and seconded by Commissioner Sherman to approve the minutes of the meeting on June 21, 2022. The minutes were approved 4-0-1

Ayes: Langley, Eaton, Sherman, Kanhan

Noes: None

Absent: Henderson

4. **ORAL COMMUNICATIONS**

Chair Langley invited anyone from the public to speak on any issues not on the agenda; however, there were no members of the public wishing to speak under oral communications.

5. **PUBLIC HEARING ITEMS**

5.A **Conditional Use Permit #5-22**

A request for a conditional use permit, per section 18.30.030.A of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine in a new karaoke bar located in the General Commercial (C-2) and Parking (P) zone



with a Mixed-Use Overlay (MUO) and direct staff to file a Notice of Exemption as an existing facilities project.

**Project Location: 15210 S Western Ave**

**Applicant: Kyeang Linda Jo**

Planning Assistant, Kevin La, presented the Staff Report and recommended that Planning Commission open the public hearing, receive testimony from the public and approved Conditional Use Permit #5-22.

Chair Langley asked what the differences were between the alcohol licenses from the State's Department of Alcohol Beverage Control.

Senior Planner Amanda Acuna explained that a Type 47 license was for distilled spirits, and Types 41 and 42 allowed only for the serving and selling of beer and wine.

Chair Langley then opened the public hearing asked whether the applicant would like to speak.

The applicant, Kyeang Linda Jo, spoke regarding the request for a conditional use permit.

Commissioner Morita asked whether the tenant space next to the subject location was also a karaoke studio and whether there was any relationship between the two businesses.

Mr. La stated yes that the business next door was a karaoke studio that provided individual rooms for patrons and that the subject location would have an open floor plan.

The applicant stated there was no relation between the two businesses.

Chair Langley asked whether this request was sent to the Police Department for review and whether there was a background check completed.

Ms. Acuna stated that the Police Department did review the request as part of the conditional permit application, and that a background check would be conducted as part of the State's licensing process.

Chair Langley closed the public hearing.

**MOTION:** It was moved by Commissioner Morita and seconded by Commissioner Kanhan to adopt resolution No. PC 10-22 approving Conditional Use Permit #5-22 and directed staff to file a Notice of Exemption as an Existing Facilities project.

The motion passed by the following roll call vote:

Ayes: Morita, Kanhan, Sherman, Langley

Noes: None

Absent: Henderson

## **6. PRESENTATIONS**

### **6.A Updates on Past and Upcoming Development Projects**

Ms. Acuna provided updates on recent development projects through the city and on the recent updates to the City's policy documents.

### **6.B Introduction of the New Economic Development Manager, Jackie Choi**

Director Greg Tsujiuchi introduced Jackie Choi, the new economic Development Manager who briefed the Commission on what projects she is currently working on for the City.



7. **COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**

Mr. Tsujiuchi introduced attorney Lauren L'Ecuyer who attended the meeting. Mr. Tsujiuchi provided information to the Commission on upcoming events happening in the City.

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

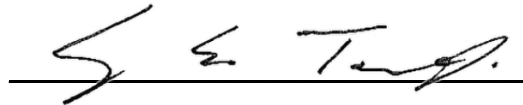
Commissioner Sherman asked whether the commission would be doing in-person meetings soon.

City Attorney Carmen Vasquez stated that would be a policy decision made by the City Council, and if that decision is made all commissions would be advised.

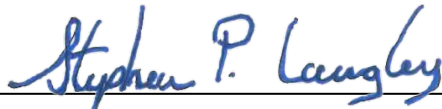
9. **ADJOURNMENT**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Greg Tsujiuchi", written over a horizontal line.

GREG TSUJIUCHI, SECRETARY  
Planning and Environmental Quality Commission

A handwritten signature in blue ink, appearing to read "Stephen P. Langley", written over a horizontal line.

STEPHEN LANGLEY, CHAIR  
Planning and Environmental Quality Commission



**MINUTES**  
**Regular PEQC Meeting Notice and Agenda of the**  
**Planning and Environmental Quality Commission**  
**Tuesday, September 6, 2022**

The Regular PEQC Meeting Notice and Agenda of the Planning and Environmental Quality Commission of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, September 6, 2022, in the 1700 W. 162nd Street, Gardena, California.

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

**PARTICIPATE DURING THE MEETING VIA ZOOM**

- Join Zoom Meeting Via the Internet or Via Phone Conference:  
<https://us02web.zoom.us/j/82284659195>
- Via Phone Conference Phone number: US +1 669 900 9128, Meeting ID: 822 8465 9195 Press \*9 to Raise Hand and \*6 to unmute when prompted.  
If you wish to speak on a specific agenda item during the meeting you, may use the "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items you will be allowed to speak during Oral Communications. Members of the public wishing to address the Commission/Committee/Board will be given three (3) minutes to speak.

1. **CALL MEETING TO ORDER**

The meeting was called to order at 7:00PM

2. **ROLL CALL**

Present: Chair Stephen P Langley; Member Steve Sherman; Member Kale Morita, Member Jules Kanhan  
Absent: Vice Chair Deryl Henderson

3. **APPROVAL OF MINUTES**

3.A August 16, 2022 MEETING

A motion was made by Chair Langley and seconded by Member Morita to approve the minutes of the meeting on August 16, 2022. The minutes were approved 3-0-1

Ayes: Langley, Morita, Sherman  
Noes: None  
Abstain: Kanhan

4. **ORAL COMMUNICATIONS**

Chair Langley invited anyone from the public to speak on any issues not on the agenda; however, there were no members of the public wishing to speak under oral communications.



Sam wanted to discuss the U-Haul project and wanted an update to what the process and plan would be for that project.

Assistant City Attorney Lisa Kranitz, explained the recent motion for the U-Haul project and Staff will notice Sam when the next meeting with the U-Haul item is open for a public hearing.

## 5. **PUBLIC HEARING ITEMS**

### 5.A **Short Term Rental**

Consideration of an Ordinance amending Title 18, Zoning, of the Gardena Municipal Code to prohibit short-term rentals of residences for lodging purposes and short-term rentals of residences for other commercial uses not listed as allowed uses under the Gardena Municipal Code. The Ordinance is exempt from the provisions of the California Environmental Quality Act pursuant to the commonsense exemption set forth in Guidelines section 15061(b)(3)

APPLICANT: City

LOCATION: Citywide

Senior Planner Amanda Acuna gave a presentation on the report of a draft amendment, for Short Term Rental (STR), to the Zoning Code and added that there was a public comment received from the South Bay Association of Realtors that, which was given to the Planning Commission before the meeting and made part of the administrative record.

Chair Langley opened the public hearing

Jaime Sutachan, Cochair of South Bay Association of Realtors urged commission to reject adoption on the basis of the STR ban being broad and wanted further engagement with the public and further inform the city about economic benefits to STR.

Chair Langley closed the public hearing.

MOTION: It was moved by Commissioner Morita and seconded by Commissioner Kanhan to adopt Resolution No. PC 11-22, recommending that the City Council adopt Ordinance No.1844.

The motion passed by the following roll call vote:

Ayes: Morita, Kanhan, Langley

Noes: Sherman

Abstain: None

## 7. **COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**

Community Development Director, Greg Tsujiuchi mentioned that the City Clerks have created a handbook for the responsibilities of the Commission and would like to know how to physically give the handbook to the Commissioners.



Additionally, Mr. Tsujiuchi mentioned that there would be a Planning Commissioner's training on November 18<sup>th</sup> if they wish to attend.

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

Chair Langley asks when the meeting will return to in person.

City Attorney Carmen Vasquez stated that on August 30<sup>th</sup> the City Council voted to continue meetings via zoom until September 27<sup>th</sup>.

9. **ADJOURNMENT**

Chair Langley adjourned the meeting at 7:25 P.M.

Respectfully submitted,



GREG TSUJIUCHI, SECRETARY  
Planning and Environmental Quality Commission



STEPHEN LANGLEY, CHAIR  
Planning and Environmental Quality Commission







**MINUTES**  
**Regular PEQC Meeting Notice and Agenda of the**  
**Planning and Environmental Quality Commission**  
**Tuesday, November 1, 2022**

The Regular PEQC Meeting Notice and Agenda of the Planning and Environmental Quality Commission of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, November 1, 2022, in the Council Chambers at 1700 W. 162nd Street, Gardena, California.

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

1. **CALL MEETING TO ORDER**

The meeting was called to order at 7:00PM

2. **ROLL CALL**

Present: Chair Stephen P Langley; Vice Chair Deryl Henderson; Member Steve Sherman; Member Jules Kanhan

3. **APPROVAL OF MINUTES**

None

4. **ORAL COMMUNICATIONS**

Chair Langley invited anyone from the public to speak on any issues not on the agenda; however, there were no members of the public wishing to speak under oral communications.

5. **PUBLIC HEARING ITEMS**

None

6. **OTHER MATTERS**

**6.A Extension Request for Tentative Tract Map No. 82410 (PM #1-18)**

Request extension of time of Tentative Parcel Map No. 82410, to subdivide a 17,221 square foot property at 15906-15908 S. Manhattan Place creating two separate parcels in the Low-Density Multiple-Family Residential (R-2) zone, consistent with Title 17 and Title 18 of the Gardena Municipal Code and filing a Notice of Exemption.

LOCATION: 15906-15908 S. Manhattan Place

Senior Planner Amanda Acuna explained an oral history for the approval of the project and the ordinance to approve an extension of time for a tentative parcel map and recommended that Planning Commission open the public hearing, receive testimony from the public, approve a 12-month time extension for Tentative Parcel Map No. 82410 (PM #1-18) and file a notice of exemption.



Chair Langley opened the public hearing.

The applicant explained the reasoning for their request for an extension for time.

Chair Langley closed the public hearing.

MOTION: It was moved by Commissioner Sherman and seconded by Vice Chair Henderson to approve the extension request for Tentative Parcel Map No. 82410 (PM #1-18), by vote of 4-0, approving a 12-month extension of time for the tentative parcel map, and directing staff to file a Notice of Exemption.

The motion passed by the following roll call vote:

Ayes: Henderson, Sherman, Langley, Kahnhan  
Noes: None

7. **COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**

Community Development Director, Greg Tsujiuchi informed the commission about the following items:

- The Planning Commissioner's Training will be held at Fountain Valley on November 18, 2022, from 9am to 4pm if they wish to attend. Vice Chair Henderson and Chair Langley stated their interest to attend.
- The upcoming election will have drop off ballot locations at Nakaoka Center and Rowley Park.
- On November 11<sup>th</sup>, the city will observe the annual Veteran's Day celebration and on November 10<sup>th</sup>, the Elk's Lodge will host a free dinner for veterans.
- Presented Chair Langley and Vice Chair Henderson a 5-year certificate of recognition of service and an additional option of either a Gardena service pin or gift card.

8. **PLANNING & ENVIORNMENTAL QUALITY COMISSIONERS' REPORTS**

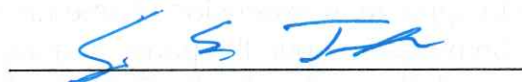
Commissioner Kanhan inquired if the SRO project on Western have submitted plan checks. Ms. Acuna will follow up with Kanhan directly to answer him.

Vice Chair Henderson asked if the Lab 5 parking is supposed to be tandem parking per the approved Conditional Use Permit and followed up with a status update on the project on Normandie and 139<sup>th</sup> and Ms. Acuna will look at the approved plans and confirm.

9. **ADJOURNMENT**

Chair Langley adjourned the meeting at 7:20 P.M.

Respectfully submitted,



GREG TSUJIUCHI, SECRETARY  
Planning and Environmental Quality Commission



A handwritten signature in cursive script, reading "Stephen P. Langley". The signature is written in black ink and is positioned above a horizontal line.

STEPHEN LANGLEY, CHAIR  
Planning and Environmental Quality Commission







MEMORANDUM


TO: Honorable Mayor and City Council  
FROM: City Treasurer's Office  
DATE: November 21, 2022  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER

November 22, 2022 TOTAL WARRANTS ISSUED: \$2,400,983.60

Wire Transfer: 12267-12272  
Prepay: 169619-169622  
Check Numbers: 169623-169779  
Checks Voided:

Total Pages of Register: 17

November 18, 2022 TOTAL PAYROLL ISSUED: \$2,117,609.98

  
\_\_\_\_\_  
Guy Mato, City Treasurer

cc: City Clerk



vchlist  
11/21/2022 3:14:15PM

Voucher List  
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12267	10/28/2022	104058 ADMINSURE INC.	102722		WORKERS' COMP CLAIMS	36,746.44
Total :						36,746.44
12268	10/28/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4751		HEALTH INSURANCE CLAIMS	31,340.42
Total :						31,340.42
12269	10/27/2022	303348 EMPLOYMENT DEVELOPMENT, DEPARTMENT	JUL-SEP 2022		SUI QUARTER ENDED 09/30/22	7,005.00
Total :						7,005.00
12270	11/7/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4752		HEALTH INSURANCE CLAIMS	60,134.49
Total :						60,134.49
12271	11/14/2022	112316 SEALS PHILLIPS LLC, CLIENT TRUST	T17-2020		FINAL SETTLEMENT	700,000.00
Total :						700,000.00
12272	11/14/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4753		HEALTH INSURANCE CLAIMS	29,798.90
Total :						29,798.90
169619	11/4/2022	106193 CUMMINS SALES AND SERVICE	X4-32644		GTRANS AUTO PARTS	2,150.91
Total :						2,150.91
169620	11/8/2022	619005 GAS COMPANY, THE	110122		GAS	4,583.48
Total :						4,583.48
169621	11/8/2022	100391 GARCIA, JAMES	110422		ENTERTAINMENT SERVICES - VETERA	300.00
Total :						300.00
169622	11/15/2022	100158 CALIFORNIA HIGHWAY PATROL	100422		REPORT REF #954020220373	10.00
Total :						10.00
169623	11/22/2022	112317 AAA CASINO PARTY RENTAL	110008		GTRANS CELEBRATION 12/03/22	1,600.00
Total :						1,600.00
169624	11/22/2022	106086 ABC COMPANIES	3407362		GTRANS AUTO PARTS	2,062.29
Total :						2,062.29
169625	11/22/2022	112177 ADVANCE AUTO PARTS	8655223551122		GTRANS AUTO PARTS	90.55

Page: 1



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169625	11/22/2022	112177 ADVANCE AUTO PARTS	(Continued)			
			8655223851188		GTRANS AUTO PARTS	-90.55
			8655224451310	s	GTRANS AUTO PARTS	-22.00
			8655225651514		GTRANS AUTO PARTS	28.18
			8655226451678		GTRANS AUTO PARTS	-28.18
			8655226451679		GTRANS AUTO PARTS	26.43
			8916219562621		GTRANS AUTO PARTS	1,178.41
			8916219952515		GTRANS AUTO PARTS	65.24
			8916219952517		GTRANS AUTO PARTS	-65.24
			8916221352913		GTRANS AUTO PARTS	-1,094.56
					<b>Total :</b>	<b>88.28</b>
169626	11/22/2022	101748 AFTERMARKET PARTS COMPANY LLC, THE	82793342		GTRANS AUTO PARTS	522.24
				037-10167		
			82844229		GTRANS AUTO PARTS	139.76
				037-10167		
			82845323	037-10167	GTRANS AUTO PARTS	1,227.43
					<b>Total :</b>	<b>1,889.43</b>
169627	11/22/2022	101459 ASBURY ENVIRONMENTAL SERVICES	I500-00863466		E-WASTE RECYCLING	172.56
			I500-00875055		HAZARDOUS WASTE DISPOSAL SERVI	685.14
					<b>Total :</b>	<b>857.70</b>
169628	11/22/2022	104687 AT&T	18980383		TELEPHONE	395.74
			19009526		TELEPHONE	1,022.04
					<b>Total :</b>	<b>1,417.78</b>
169629	11/22/2022	616090 AT&T	3103232408 11/01/22		TELEPHONE	3,162.23
					<b>Total :</b>	<b>3,162.23</b>
169630	11/22/2022	100964 AT&T MOBILITY	287275680401X110122		PD CELL PHONE ACCT #287275680401	146.37
			835577878X11012022		PD CELL PHONE ACCT #835577878	614.86
					<b>Total :</b>	<b>761.23</b>
169631	11/22/2022	110686 AZTECH ELEVATOR COMPANY	AZ17448	024-00844	ELEVATOR MAINTENANCE-NCC	285.00
			AZ17449	024-00844	ELEVATOR MAINTENANCE - PW	285.00
			AZ17450	024-00844	ELEVATOR MAINTENANCE - CITY HALL	100.00



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169631	11/22/2022	110686 AZTECH ELEVATOR COMPANY	(Continued)			
			AZ17451	024-00844	ELEVATOR MAINTENANCE - NCC	100.00
			AZ17452	037-10136	ELEVATOR MAINTENANCE - GTRANS A	285.00
			AZ17453	037-10136	ELEVATOR MAINTENANCE - GTRANS M	83.33
					<b>Total :</b>	<b>1,138.33</b>
169632	11/22/2022	110190 BASNET FAMILY CHILD CARE	OCTOBER 2022		CHILD CARE PROVIDER	10,017.00
					<b>Total :</b>	<b>10,017.00</b>
169633	11/22/2022	104755 BAZAN, MARISOL	12/05		TRAINING - SEARCH WARRANTS INVE	50.00
					<b>Total :</b>	<b>50.00</b>
169634	11/22/2022	102035 BD WHITE TOP SOIL CO., INC.	87768		PARK MAINT SUPPLIES	152.15
					<b>Total :</b>	<b>152.15</b>
169635	11/22/2022	102135 BEHREND, KENT	146	023-01401	IT NETWORK SUPPORT	3,400.00
			149	023-01401	IT NETWORK SUPPORT	2,893.75
					<b>Total :</b>	<b>6,293.75</b>
169636	11/22/2022	111709 BELTRAN, ARMANDO	12/01-12/02		TRAINING - CORRECTIONS CRISIS INT	100.00
					<b>Total :</b>	<b>100.00</b>
169637	11/22/2022	112313 BENNETT, PAUL	PERMIT #50021-0810		C&D DEPOSIT REFUND - 18025 LA SAL	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
169638	11/22/2022	109377 BOB BARKER COMPANY, INC.	INV1832561		JAIL PROGRAM SUPPLIES	177.00
					<b>Total :</b>	<b>177.00</b>
169639	11/22/2022	108715 BOBBS FAMILY CHILDCARE	OCTOBER 2022		CHILD CARE PROVIDER	4,629.00
					<b>Total :</b>	<b>4,629.00</b>
169640	11/22/2022	112184 BONFIRELA PRODUCTIONS	1611	037-10157	LINE 7X DIGITAL DISPLAY MARKETING	14,398.56
					<b>Total :</b>	<b>14,398.56</b>
169641	11/22/2022	103383 CALPORTLAND	95663991		STREET MAINT SUPPLIES	1,083.50
			95676081		STREET MAINT SUPPLIES	883.29
					<b>Total :</b>	<b>1,966.79</b>



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169642	11/22/2022	110538 CANNON COMPANY	81219	024-00808	VERMONT ST IMPROVEMENT (ROSECI	2,901.25
			82094	024-00788	STORM DRAIN CATCH BASIN SCREEN	404.00
					<b>Total :</b>	<b>3,305.25</b>
169643	11/22/2022	303331 CDTFA	OCTOBER 2022		UNDERGROUND STORAGE TANK MAIN	136.00
					<b>Total :</b>	<b>136.00</b>
169644	11/22/2022	103489 CF UNITED LLC	100122-103122		CAR WASH - OCTOBER 2022	39.00
					<b>Total :</b>	<b>39.00</b>
169645	11/22/2022	110605 CHANDLER ASSET MANAGEMENT	2210GARDENA	013-00030	INVESTMENT MGMT SERVICES- OCTO	2,431.83
					<b>Total :</b>	<b>2,431.83</b>
169646	11/22/2022	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/	OCTOBER 2022		CHILD CARE PROVIDER	2,395.00
					<b>Total :</b>	<b>2,395.00</b>
169647	11/22/2022	111534 CLEAN ENERGY	CE12539778	037-10180	GTRANS OFFSITE CNG FUELING SERV	41,277.64
			PJI00025347	037-10062	GTRANS FACILITY MODIFICATIONS	123,606.49
					<b>Total :</b>	<b>164,884.13</b>
169648	11/22/2022	110215 CLEVER DEVICES LTD	PI00006780	037-09906	PURCHASE AND INSTALLATION OF GR	292,416.58
					<b>Total :</b>	<b>292,416.58</b>
169649	11/22/2022	102388 COPYLAND, INC.	80659	037-10175	GTRANS - TAKE ONE CARDS	563.21
			80705	037-10175	GTRANS - 18X24 INCH FOAM BOARD	98.35
			80740	037-10175	GTRANS - 24X36" FULL COLOR FOAM E	168.89
					<b>Total :</b>	<b>830.45</b>
169650	11/22/2022	102791 CPAC, INC.	1295929	023-01418	(20) COMPUTER REPLACEMENT PC'S	21,012.25
					<b>Total :</b>	<b>21,012.25</b>
169651	11/22/2022	109005 CRESPO, ERNIE	10/09-10/12		APTA CONFERENCE 2022 - PER DIEM,	235.90
					<b>Total :</b>	<b>235.90</b>
169652	11/22/2022	106193 CUMMINS SALES AND SERVICE	X4-33182		GTRANS AUTO PARTS	2,041.25
					<b>Total :</b>	<b>2,041.25</b>
169653	11/22/2022	110319 CWE DIRECTOR	22503	024-00766	MS4 & NPDES - MONITORING & COMPI	1,060.00



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169653	11/22/2022	110319 110319 CWE DIRECTOR	(Continued)		<b>Total :</b>	<b>1,060.00</b>
169654	11/22/2022	105951 DECALS BY DESIGN, INC.	17147	037-10190	GTRANS BUS TROLLEY DECALS	5,648.31
					<b>Total :</b>	<b>5,648.31</b>
169655	11/22/2022	112273 DECKARD TECHNOLOGIES	1186	020-00043	RENTALSCAPE ANNUAL SUBSCRIPTIO	4,000.00
					<b>Total :</b>	<b>4,000.00</b>
169656	11/22/2022	104527 DEPARTMENT OF INDUSTRIAL, RELATIONS	E1922118MR E1922119MR E1922120MR E1922122MR		CONVEYANCE INSPECTION FEE - 1670 CONVEYANCE INSPECTION FEE - 1670 CONVEYANCE INSPECTION FEE - 1700 CONVEYANCE INSPECTION FEE - 1717	225.00 125.00 125.00 225.00
					<b>Total :</b>	<b>700.00</b>
169657	11/22/2022	312117 DEPARTMENT OF WATER & POWER	102822		LIGHT & POWER	68.83
					<b>Total :</b>	<b>68.83</b>
169658	11/22/2022	104343 DISCOUNT SCHOOL SUPPLY	W91646000101 W92540720101	331-00063 331-00063	FCC PROGRAM SUPPLIES FCC PROGRAM SUPPLIES	652.04 112.63
					<b>Total :</b>	<b>764.67</b>
169659	11/22/2022	106371 DIXON, SEAN	12/05		TRAINING - SEARCH WARRANTS INVE:	50.00
					<b>Total :</b>	<b>50.00</b>
169660	11/22/2022	110849 DMS CONSULTANTS CIVIL, ENGINEERS, INC	GA-004-5 GA-006-1	024-00800	LOCAL STREET IMPROVEMENTS, JN 9: CONSULTANT SERVICES - AQUATIC AN	14,000.00 1,700.00
					<b>Total :</b>	<b>15,700.00</b>
169661	11/22/2022	111452 DRAW TAP GIS, LLC	2022GAR-0013	032-00083	CONSULTANT SERVICES - PARCEL UPI	402.50
					<b>Total :</b>	<b>402.50</b>
169662	11/22/2022	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI	OCTOBER 2022		CHILD CARE PROVIDER	9,743.00
					<b>Total :</b>	<b>9,743.00</b>
169663	11/22/2022	106459 ENTERPRISE FM TRUST	FBN4598696 FBN4605749	023-01402 023-01402	ENTERPRISE LEASE - NOVEMBER 202: ENTERPRISE LEASE - NOVEMBER 202:	10,215.02 3,335.03
					<b>Total :</b>	<b>13,550.05</b>



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169664	11/22/2022	107510 ESCALANTE, WENDY E.	OCTOBER 2022		CHILD CARE PROVIDER	5,969.00
					<b>Total :</b>	<b>5,969.00</b>
169665	11/22/2022	100898 ESPINOZA, JOSE	FALL 2022		EDUCATIONAL REIMBURSEMENT	2,500.00
					<b>Total :</b>	<b>2,500.00</b>
169666	11/22/2022	105650 EWING IRRIGATION PRODUCTS	18110459		TREE PROGRAM SUPPLIES	89.48
					<b>Total :</b>	<b>89.48</b>
169667	11/22/2022	106129 FEDEX	3-5126-1715		SHIPPING SERVICES	18.84
					<b>Total :</b>	<b>18.84</b>
169668	11/22/2022	111415 FILTERBUY, INC	BAFEC8C7-0010 BAFEC8C7-0011		GTRANS SHOP SUPPLIES GTRANS AUTO PARTS	1,358.05 1,930.48
					<b>Total :</b>	<b>3,288.53</b>
169669	11/22/2022	112566 GALLS, LLC	BC1730584 BC1731707 BC1731709 BC1731710 BC1731711		PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES	851.82 864.17 864.17 864.17 864.17
					<b>Total :</b>	<b>4,308.50</b>
169670	11/22/2022	107724 GARCIA, CLAUDIA CRISTINA	OCTOBER 2022		CHILD CARE PROVIDER	9,603.00
					<b>Total :</b>	<b>9,603.00</b>
169671	11/22/2022	207133 GARCIA, NANCY C.	OCTOBER 2022		CHILD CARE PROVIDER	12,102.00
					<b>Total :</b>	<b>12,102.00</b>
169672	11/22/2022	107030 GARDENA AUTO PARTS	161028 161421 161473 161589		PW AUTO PARTS PW AUTO PARTS PW AUTO PARTS PW AUTO PARTS	122.58 44.63 103.15 128.20
					<b>Total :</b>	<b>398.56</b>
169673	11/22/2022	107011 GARDENA VALLEY NEWS, INC.	00123947 00124369 00124705		NOTICE INVITING BIDS - JN 972 NOTICE OF PUBLIC HEARING - AUTHO NOTICE OF PUBLIC HEARING - CUP #3	1,571.50 199.50 126.00



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169673	11/22/2022	107011 107011 GARDENA VALLEY NEWS, INC.	(Continued)		<b>Total :</b>	<b>1,897.00</b>
169674	11/22/2022	619005 GAS COMPANY, THE	110722		CNG FUEL	1,619.68
					<b>Total :</b>	<b>1,619.68</b>
169675	11/22/2022	111964 GCAP SERVICES, INC.	7	037-10116	CNG PROJECT LABOR COMPLIANCE A	500.00
					<b>Total :</b>	<b>500.00</b>
169676	11/22/2022	619004 GOLDEN STATE WATER CO.	110722		WATER	9,265.03
					<b>Total :</b>	<b>9,265.03</b>
169677	11/22/2022	107513 GRAINGER	9422787862 9500262887 9502739676		BUS FACILITY SUPPLIES STREET MAINT SUPPLIES BUS FACILITY SUPPLIES	34.17 232.95 381.44
					<b>Total :</b>	<b>648.56</b>
169678	11/22/2022	110435 GUERRERO, ANGELICA	OCTOBER 2022		CHILD CARE PROVIDER	10,137.00
					<b>Total :</b>	<b>10,137.00</b>
169679	11/22/2022	110588 H&H NURSERY	16517 16525 16575		PARK MAINT SUPPLIES PARK MAINT SUPPLIES PARK MAINT SUPPLIES	1,010.99 74.37 337.84
					<b>Total :</b>	<b>1,423.20</b>
169680	11/22/2022	111484 HANNA, BROPHY, MACLEAN,, MCALEER & JEI 2097410			PROFESSIONAL SERVICES	294.00
					<b>Total :</b>	<b>294.00</b>
169681	11/22/2022	108246 HARRIS & ASSOCIATES	53025 53586 54994	032-00104 032-00104 032-00104	PROFESSIONAL SERVICES - GARDEN/ PROFESSIONAL SERVICES - GARDEN/ CEQA REPORT - HITCO PROJECT	3,930.00 16,220.00 11,821.25
					<b>Total :</b>	<b>31,971.25</b>
169682	11/22/2022	111958 HEARD'S INVESTIGATIONS, & POLYGRAPH, LI 7794			PRE-EMPLOYMENT POLYGRAH EXAM	200.00
					<b>Total :</b>	<b>200.00</b>
169683	11/22/2022	108607 HENDERSON-BATISTE, TANEKA	OCTOBER 2022		CHILD CARE PROVIDER	8,393.00
					<b>Total :</b>	<b>8,393.00</b>



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Voucher List  
CITY OF GARDENA

Page: 8

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169684	11/22/2022	112076 HERNANDEZ, ROSA	022		INTERN SERVICES - 10/27-11/09/22	1,501.50
					<b>Total :</b>	<b>1,501.50</b>
169685	11/22/2022	111549 HF & H CONSULTANTS, LLC	9719663		CONSULTING SERVICES - SOLID WAS1	12,419.00
					<b>Total :</b>	<b>12,419.00</b>
169686	11/22/2022	108324 HI-LINE INC.	10990185		PW MAINT SUPPLIES	272.40
					<b>Total :</b>	<b>272.40</b>
169687	11/22/2022	108434 HOME DEPOT CREDIT SERVICES	2031230		GTRANS MAINT SUPPLIES	236.88
			3033371		GTRANS MAINT SUPPLIES	279.57
			6023477		BLDG MAINT SUPPLIES	329.49
			6520566		SIGNS/SIGNALS SUPPLIES	60.58
			6520567		SIGNS/SIGNALS SUPPLIES	106.09
			6599642		PARK MAINT SUPPLIES	219.40
					<b>Total :</b>	<b>1,232.01</b>
169688	11/22/2022	108430 HOME PIPE & SUPPLY	F40879		STREET MAINT SUPPLIES	545.93
					<b>Total :</b>	<b>545.93</b>
169689	11/22/2022	104144 HOOKER, JASON	09/28-10/26		EDUCATIONAL REIMBURSEMENT	686.50
			09/29-10/27		EDUCATIONAL REIMBURSEMENT	686.50
					<b>Total :</b>	<b>1,373.00</b>
169690	11/22/2022	110510 HUTAURUK, MELYSSA	110222		REIMBURSEMENT - HALLOWEEN TRU	84.12
					<b>Total :</b>	<b>84.12</b>
169691	11/22/2022	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	140072985		GTRANS AUTO PARTS	707.39
			140073240		GTRANS AUTO PARTS	1,178.98
					<b>Total :</b>	<b>1,886.37</b>
169692	11/22/2022	108579 J.D. FIELDS LUMBER COMPANY	5865		STREET MAINT SUPPLIES	138.84
					<b>Total :</b>	<b>138.84</b>
169693	11/22/2022	110010 JANEK CORPORATION, THE	112576		GTRANS SHOP SUPPLIES	1,604.14
					<b>Total :</b>	<b>1,604.14</b>
169694	11/22/2022	107642 JAPANESE AUTOMOTIVE CENTER, INC.	0301665		2009 CHEVY SILVERADO 3500 #132766	944.81

Page: 8



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169694	11/22/2022	107642 107642 JAPANESE AUTOMOTIVE CENTER, INC. (Continued)				<b>Total : 944.81</b>
169695	11/22/2022	105226 JEKAL FAMILY CHILD CARE	OCTOBER 2022		CHILD CARE PROVIDER	9,567.00
					<b>Total :</b>	<b>9,567.00</b>
169696	11/22/2022	110456 KHAIRZADA FAMILY CHILD CARE	OCTOBER 2022		CHILD CARE PROVIDER	4,263.00
					<b>Total :</b>	<b>4,263.00</b>
169697	11/22/2022	110385 KIMLEY-HORN AND ASSOCIATES, INC	22778355	032-00102	DEVELOPMENT SERVICES - NORMAN	917.87
					<b>Total :</b>	<b>917.87</b>
169698	11/22/2022	111045 KJ SERVICES	2552		BOTTLE & CAN RECYCLING PROGRAM	85.00
			2553		USED OIL PROGRAM EXPENSE - OCTC	127.50
					<b>Total :</b>	<b>212.50</b>
169699	11/22/2022	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR IN2300000203		024-00878	LABOR & EQUIP CHARGES - TS 0689	2,846.07
					<b>Total :</b>	<b>2,846.07</b>
169700	11/22/2022	112015 LACERDA, DALVANICE	OCTOBER 2022		CHILD CARE PROVIDER	11,731.00
					<b>Total :</b>	<b>11,731.00</b>
169701	11/22/2022	112014 LAKESHORE LEARNING MATERIALS	603501101922	331-00064	FCC PROGRAM SUPPLIES	180.38
			623486102122	331-00064	FCC PROGRAM SUPPLIES	74.96
			632338102522	331-00064	FCC PROGRAM SUPPLIES	453.47
					<b>Total :</b>	<b>708.81</b>
169702	11/22/2022	110777 LEARN N PLAY FAMILY DAYCARE	OCTOBER 2022		CHILD CARE PROVIDER	3,066.00
					<b>Total :</b>	<b>3,066.00</b>
169703	11/22/2022	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20221031		MONTHLY SUBSCRIPTION FEE	2,015.85
					<b>Total :</b>	<b>2,015.85</b>
169704	11/22/2022	112260 LIEBERT CASSIDY WHITMORE	227850		LEGAL SERVICES	57,499.95
					<b>Total :</b>	<b>57,499.95</b>
169705	11/22/2022	112260 LIEBERT CASSIDY WHITMORE	227851		LEGAL SERVICES	17,498.65
					<b>Total :</b>	<b>17,498.65</b>



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169706	11/22/2022	112260 LIEBERT CASSIDY WHITMORE	225751		LEGAL SERVICES	1,365.50
			227162		LEGAL SERVICES	201.00
			227209		LEGAL SERVICES	1,215.00
			227222		LEGAL SERVICES	645.00
			227231A		LEGAL SERVICES	1,344.00
			227237		LEGAL SERVICES	11,466.00
			227246		LEGAL SERVICES	723.00
			227750		LEGAL SERVICES	4,108.00
					<b>Total :</b>	<b>21,067.50</b>
169707	11/22/2022	102233 LITTLE PEOPLE DAY CARE	OCTOBER 2022		CHILD CARE PROVIDER	6,108.00
					<b>Total :</b>	<b>6,108.00</b>
169708	11/22/2022	109563 LUCKY LADY CASINO	0850000187		ECONOMIC ASSISTANCE - OCTOBER 2	33,817.38
					<b>Total :</b>	<b>33,817.38</b>
169709	11/22/2022	109203 MAKAI SOLUTIONS	SD1035	037-10163	FACILITIES & EQUIPMENT MAINTENAN	2,086.04
			SD1036	037-10163	FACILITIES AND EQUIPMENT MAINTEN	347.28
					<b>Total :</b>	<b>2,433.32</b>
169710	11/22/2022	110306 MARIPOSA LANDSCAPES, INC	100029	024-00872	MEDIAN LANDSCAPE MAINTENANCE	8,864.00
					<b>Total :</b>	<b>8,864.00</b>
169711	11/22/2022	107644 MARTINEZ, CHERYL NAOMI	OCTOBER 2022		CHILD CARE PROVIDER	10,973.00
					<b>Total :</b>	<b>10,973.00</b>
169712	11/22/2022	104773 MARTINEZ, KAMBY	OCTOBER 2022		CHILD CARE PROVIDER	10,488.00
					<b>Total :</b>	<b>10,488.00</b>
169713	11/22/2022	113064 MCMASTER-CARR SUPPLY COMPANY	87101329		GTRANS SHOP SUPPLIES	27.78
			87482932		PW SHOP SUPPLIES	20.13
			87486468		PW SHOP SUPPLIES	740.54
			87503290		GTRANS SHOP SUPPLIES	47.58
					<b>Total :</b>	<b>836.03</b>
169714	11/22/2022	111604 MICRO ELECTRONICS, INC	12155247	023-01409	COMPUTER REPLACEMENT PARTS	6,815.91
					<b>Total :</b>	<b>6,815.91</b>



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169715	11/22/2022	110573 MURILLO, ERNESTO	12/01-12/02		TRAINING - CORRECTIONS CRISIS INT	100.00
					<b>Total :</b>	<b>100.00</b>
169716	11/22/2022	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	22585		SERVICE AGREEMENT PLAN	135.00
			628633		PROPANE GAS	253.94
					<b>Total :</b>	<b>388.94</b>
169717	11/22/2022	105622 N/S CORPORATION	0113865	037-10165	GTRANS BUS WASH EQUIPMENT MAIN	550.00
					<b>Total :</b>	<b>550.00</b>
169718	11/22/2022	112312 NOH, JOONHO	RECEIPT #64018742039		REFUND - CREDIT CARD FEE	11.68
					<b>Total :</b>	<b>11.68</b>
169719	11/22/2022	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	77105923		PHYSICAL RECERTIFICATIONS	244.00
					<b>Total :</b>	<b>244.00</b>
169720	11/22/2022	115168 OFFICE DEPOT	265536932		PD OFFICE SUPPLIES	502.25
			265678299		PD OFFICE SUPPLIES	106.24
			265678339		PD OFFICE SUPPLIES	21.08
			273143496		BUS OFFICE SUPPLIES	345.96
			273362822		PD OFFICE SUPPLIES	124.70
			273650455		PD OFFICE SUPPLIES	174.18
			273650456		PD OFFICE SUPPLIES	63.15
			273769329		CD OFFICE SUPPLIES	68.93
			274349552		BUS OFFICE SUPPLIES	194.28
			274401489		CD OFFICE SUPPLIES	61.17
			276263852		HR OFFICE SUPPLIES	79.04
					<b>Total :</b>	<b>1,740.98</b>
169721	11/22/2022	111358 O'REILLY AUTO PARTS	275096		GTRANS AUTO PARTS	497.03
			276450		PW AUTO PARTS	9.01
			276620		GTRANS AUTO PARTS	55.07
					<b>Total :</b>	<b>561.11</b>
169722	11/22/2022	115810 ORKIN PEST CONTROL	234280800		PEST CONTROL - ACCT #27336703	261.00
			234280801		PEST CONTROL - ACCT #27336703	261.00
			235598111		PEST CONTROL - ACCT #27336703	261.00
			235599020		PEST CONTROL - ACCT #27336703	211.00



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169722	11/22/2022	115810 115810 ORKIN PEST CONTROL	(Continued)		<b>Total :</b>	<b>994.00</b>
169723	11/22/2022	110403 PENN RECORDS MANAGEMENT	0132643		OFF-SITE STORAGE SERVICES - OCTC	58.00
					<b>Total :</b>	<b>58.00</b>
169724	11/22/2022	108628 PETROLEUM MARKETING EQUIPMENT	3191464		PW AUTO SUPPLIES	131.88
					<b>Total :</b>	<b>131.88</b>
169725	11/22/2022	100123 PINTO, ALEXANDER	GEPCO 2022		GEPCO LOAN	2,000.00
					<b>Total :</b>	<b>2,000.00</b>
169726	11/22/2022	112221 PIZZERIA QUATTRO PIZZAIOLI, JUAN MAYOR/ 1200			FOOD SERVICE - HALLOWEEN HARVE	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
169727	11/22/2022	109851 PLANETBIDS, INC.	102292	037-10195	PLANETBIDS LICENSE FOR YEAR 2022	7,036.48
					<b>Total :</b>	<b>7,036.48</b>
169728	11/22/2022	116663 PROGRESSIVE SOLUTIONS, INC.	3858	032-00115	ONLINE BUILDING PERMITS PROJECT	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
169729	11/22/2022	111883 PROJECT PARTNERS, INC.	10875	024-00783	PROJECT MANAGEMENT SERVICES	8,800.00
					<b>Total :</b>	<b>8,800.00</b>
169730	11/22/2022	106092 PRUDENTIAL OVERALL SUPPLY	42766798		UNIFORM & SUPPLY RENTAL	50.10
			42776917		UNIFORM & SUPPLY RENTAL	145.79
			42776918		UNIFORM & SUPPLY RENTAL	47.44
			42776919		UNIFORM & SUPPLY RENTAL	50.10
			42776920		UNIFORM & SUPPLY RENTAL	13.65
			42776921		UNIFORM & SUPPLY RENTAL	19.00
			42776922		UNIFORM & SUPPLY RENTAL	91.60
			42776923		UNIFORM & SUPPLY RENTAL	11.60
			42778388		UNIFORM & SUPPLY RENTAL	322.55
			42778684	034-00538	CUSTODIAL SUPPLIES	2,559.25
			42778685		UNIFORM & SUPPLY RENTAL	145.79
			42778686		UNIFORM & SUPPLY RENTAL	47.44
			42778687		UNIFORM & SUPPLY RENTAL	50.10
					<b>Total :</b>	<b>3,554.41</b>



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169731	11/22/2022	107419 PULSAR	28572	037-10153	MARKETING SERVICES - NEW SERVIC	1,465.00
			28573	037-10153	MARKETING SERVICES - NEW SERVIC	6,310.25
					<b>Total :</b>	<b>7,775.25</b>
169732	11/22/2022	109466 PYNN, DANA	10/09-10/12		APTA CONFERENCE 2022 - PER DIEM,	167.93
					<b>Total :</b>	<b>167.93</b>
169733	11/22/2022	112282 QUALITY JET ROOTER, INC.	PERMIT #17475		PERMIT DEPOSIT REFUND - 16411 NOF	2,000.00
					<b>Total :</b>	<b>2,000.00</b>
169734	11/22/2022	103072 REACH	1122982		EAP SERVICES/REACHLINE NEWSLET	902.00
					<b>Total :</b>	<b>902.00</b>
169735	11/22/2022	100836 RESOURCE BUILDING MATERIALS	3477048		PARK MAINT SUPPLIES	50.80
			3477436		PARK MAINT SUPPLIES	24.46
					<b>Total :</b>	<b>75.26</b>
169736	11/22/2022	118476 RICOH USA, INC.	9030935946		RICOH COPIER LEASE & USAGE CHAR	2,669.96
			9030935979		RICOH MPC3503 COPIER LEASE - ADM	191.65
			9030935988		RICOH MPC6502SP COPER LEASE - PF	306.35
			9030936070		RICOH DD6650P COPIER LEASE - PRIN	695.30
			9030936076		RICOH MPC3503 COPIER LEASE - REC	144.89
			9030936252		RICOH MPC3503 COPIER LEASE - FCC	209.22
			9030936275		RICOH MPC3503 COPIER LEASE - GTR	182.17
			9030936380		RICOH MPC3503 COPIER LEASE - SR. I	185.98
					<b>Total :</b>	<b>4,585.52</b>
169737	11/22/2022	100872 RYDIN	398978		2023 BUSINESS FORMS	960.37
					<b>Total :</b>	<b>960.37</b>
169738	11/22/2022	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	93686		BLDG MAINT SUPPLIES	120.38
					<b>Total :</b>	<b>120.38</b>
169739	11/22/2022	119015 SAFETY-KLEEN CORPORATION	90088688		PARTS WASHER SERVICES	399.94
					<b>Total :</b>	<b>399.94</b>
169740	11/22/2022	112202 SALGADO, OSCAR	12/01-12/02		TRAINING - CORRECTIONS CRISIS INT	100.00



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169740	11/22/2022	112202 112202 SALGADO, OSCAR	(Continued)		<b>Total :</b>	<b>100.00</b>
169741	11/22/2022	106050 SHEHATA, AMY	OCTOBER 2022		CHILD CARE PROVIDER	7,167.00
					<b>Total :</b>	<b>7,167.00</b>
169742	11/22/2022	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8092816	035-01176	2002 FORD E-350 #1147695 SERVICE &	326.24
			8092823	035-01176	2020 FORD INTRCPTR #1591741 BRAKI	736.34
			8092896	035-01176	2018 NISSN FRONTIER #1529606 SERV	672.02
					<b>Total :</b>	<b>1,734.60</b>
169743	11/22/2022	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	OCTOBER 2022		CHILD CARE PROVIDER	10,022.00
					<b>Total :</b>	<b>10,022.00</b>
169744	11/22/2022	109531 SMILLIN, MAGE	OCTOBER 2022		CHILD CARE PROVIDER	9,780.00
					<b>Total :</b>	<b>9,780.00</b>
169745	11/22/2022	119447 SOUTH BAY FORD	513078		2017 FORD F350 SERVICE & REPAIR	268.76
					<b>Total :</b>	<b>268.76</b>
169746	11/22/2022	619003 SOUTHERN CALIFORNIA EDISON	11012022		LIGHT & POWER	39,640.62
			110122		LIGHT & POWER	123,633.12
					<b>Total :</b>	<b>163,273.74</b>
169747	11/22/2022	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	174088		P66 SHIELD CHOICE 5W20	1,640.68
					<b>Total :</b>	<b>1,640.68</b>
169748	11/22/2022	108238 SPARKLETTS	14211220 110222		DRINKING WATER FILTRATION SYSTEM	79.98
			15638236 100722		DRINKING WATER FILTRATION SYSTEM	0.01
			15638236 110422		DRINKING WATER FILTRATION SYSTEM	40.00
					<b>Total :</b>	<b>119.99</b>
169749	11/22/2022	111778 SPCALA	2022-1031	032-00109	ANIMAL SHELTER SERVICES	9,143.75
					<b>Total :</b>	<b>9,143.75</b>
169750	11/22/2022	104126 SPECTRUM	0027122111122		CABLE & BACKUP INTERNET SERVICE	4,091.87
					<b>Total :</b>	<b>4,091.87</b>
169751	11/22/2022	104453 SPICERS PAPER, INC.	2991635	023-01407	PRINT SHOP PAPER	255.43



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169751	11/22/2022	104453 104453 SPICERS PAPER, INC.	(Continued)		<b>Total :</b>	<b>255.43</b>
169752	11/22/2022	119594 STANLEY PEST CONTROL	COG 1022		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 1022-1		PEST CONTROL SERVICE -2320 W 149	117.00
					<b>Total :</b>	<b>771.00</b>
169753	11/22/2022	119010 STAPLES ADVANTAGE	3520785603		FINANCE OFFICE SUPPLIES	48.16
			3520944860		PW OFFICE SUPPLIES	15.85
			3521081536		PW OFFICE SUPPLIES	132.63
					<b>Total :</b>	<b>196.64</b>
169754	11/22/2022	112318 SUB ZERO ICE CREAM-CALIFORNIA,, LLC	191		GTRANS CELEBRATION 12/03/22	911.63
					<b>Total :</b>	<b>911.63</b>
169755	11/22/2022	100609 TANK SPECIALISTS OF CALIFORNIA	32036		CERTIFIED DESIGNATED OPERATOR S	198.00
			32051		MONITORING SYSTEM TEST & CERTIF	1,260.00
					<b>Total :</b>	<b>1,458.00</b>
169756	11/22/2022	110877 TAYLORING MINDS FAMILY CHILD, CARE	OCTOBER 2022		CHILD CARE PROVIDER	5,334.00
					<b>Total :</b>	<b>5,334.00</b>
169757	11/22/2022	107928 TELECOM LAW FIRM, P.C.	13285		PROFESSIONAL SERVICES - 14708 HAI	135.20
					<b>Total :</b>	<b>135.20</b>
169758	11/22/2022	108809 TEXAS REFINERY CORP.	249248		PW AUTOMOTIVE FLUIDS	1,932.10
					<b>Total :</b>	<b>1,932.10</b>
169759	11/22/2022	109775 TOMS TRUCK CENTER NORTH COUNTY	1279433	037-10177	GTRANS AUTO PARTS	432.98
			1284891	037-10177	GTRANS AUTO PARTS	249.88
			CM1279433		GTRANS AUTO PARTS	-77.35
					<b>Total :</b>	<b>605.51</b>
169760	11/22/2022	111990 TOWNSEND PUBLIC AFFAIRS, INC	19121	023-01406	CONSULTING SERVICES - NOVEMBER	7,000.00
					<b>Total :</b>	<b>7,000.00</b>
169761	11/22/2022	120854 TURF STAR INC.	7251671		PW AUTO PARTS	548.58
					<b>Total :</b>	<b>548.58</b>



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169762	11/22/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	CRESPO 10/24/22 FCC 10/24/22 LEWIS 10/24/22 MACIEL 09/22/22 PYNN 10/24/22 RIGG 10/24/22 ROMERO 10/24/22 SAFFELL 10/24/22 SANTOS 08/22/22 SANTOS 10/24/22		CAL CARD STATEMENT 09/23-10/24/22 CAL CARD STATEMENT 09/23-10/24/22 CAL CARD STATEMENT 09/23-10/24/22 CAL CARD STATEMENT 08/23-09/22/22 CAL CARD STATEMENT 09/23-10/24/22 CAL CARD STATEMENT 09/23-10/24/22 CAL CARD STATEMENT 09/23-10/24/22 CAL CARD STATEMENT 09/23-10/24/22 CAL CARD STATEMENT 07/23-08/22/22 CAL CARD STATEMENT 09/23-10/24/22	4,141.16 1,722.37 49.60 175.84 13,728.95 194.41 717.26 29.00 88.19 3,647.01 <b>Total : 24,493.79</b>
169763	11/22/2022	109220 U.S. BANK EQUIPMENT FINANCE	485967947		RICOH MPC4503 COPIER LEASE - CD	151.70 <b>Total : 151.70</b>
169764	11/22/2022	121275 UNDERGROUND SERVICE ALERT, OF SC	1020220287 22-2304106		NEW TICKETS STATE REGULATORY COSTS - BILLABL	130.75 45.50 <b>Total : 176.25</b>
169765	11/22/2022	106754 URBAN RESTORATION GROUP US, INC.	00035213		STREET MAINT SUPPLIES	1,359.43 <b>Total : 1,359.43</b>
169766	11/22/2022	111957 URTIAGA, KARLA	12/01-12/02		TRAINING - CORRECTIONS CRISIS INT	100.00 <b>Total : 100.00</b>
169767	11/22/2022	105549 VALDEZ, MATILDE	OCTOBER 2022		CHILD CARE PROVIDER	13,545.00 <b>Total : 13,545.00</b>
169768	11/22/2022	105316 VECTOR RESOURCES, INC.	94497		MIC SYSTEM SERVICE REPAIR	500.00 <b>Total : 500.00</b>
169769	11/22/2022	122050 VERIZON WIRELESS	9918623187		REC/FCC/CDD CELL PHONE SERVICE	1,317.82 <b>Total : 1,317.82</b>
169770	11/22/2022	122435 VISTA PAINT CORPORATION	2022-773044-00 2022-774762-00		GTRANS FACILITY PAINT STREET MAINT SUPPLIES	121.08 162.29 <b>Total : 283.37</b>



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169771	11/22/2022	108353 WALTERS WHOLESALE ELECTRIC CO	S121202275		GTRANS MAINT SUPPLIES	230.46
			S121231768		SIGNS/ SIGNALS MAINT SUPPLIES	1,130.06
			S121649221		GTRANS MAINT SUPPLIES	886.41
			S121725658		GTRANS MAINT SUPPLIES	224.39
			S121780106		BLDG MAINT SUPPLIES	427.80
			S121791626		BLDG MAINT SUPPLIES	496.14
			S121791626.002		BLDG MAINT SUPPLIES	1,286.62
					<b>Total :</b>	<b>4,681.88</b>
169772	11/22/2022	101195 WASTE RESOURCES GARDENA	112122		WASTE COLLECTION	264,001.01
					<b>Total :</b>	<b>264,001.01</b>
169773	11/22/2022	101903 WATER TECHNIQUES	1290		DRINKING WATER SYSTEM RENTAL	45.00
					<b>Total :</b>	<b>45.00</b>
169774	11/22/2022	104107 WAXIE SANITARY SUPPLY	81294153		BUS WASH SUPPLIES	97.70
					<b>Total :</b>	<b>97.70</b>
169775	11/22/2022	100107 WAYNE ELECTRIC CO.	204255		GTRANS AUTO PARTS	566.66
					<b>Total :</b>	<b>566.66</b>
169776	11/22/2022	112314 WESTERN ALLIED CORPORATION	903541		PW SERVICE ORDER	840.00
					<b>Total :</b>	<b>840.00</b>
169777	11/22/2022	119387 WEX BANK	84240779		FUEL PURCHASES	198.41
			84891865		FUEL PURCHASES	421.40
					<b>Total :</b>	<b>619.81</b>
169778	11/22/2022	125001 YAMADA COMPANY, INC.	82437		PARK MAINT SUPPLIES	134.52
			82457		PARK MAINT SUPPLIES	284.04
			82473		STREET MAINT SUPPLIES	278.26
					<b>Total :</b>	<b>696.82</b>
169779	11/22/2022	107051 ZAVALITA, MARITZA	OCTOBER 2022		CHILD CARE PROVIDER	6,054.00
					<b>Total :</b>	<b>6,054.00</b>
167 Vouchers for bank code : usb						<b>Bank total : 2,400,983.60</b>



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
167	Vouchers in this report					Total vouchers : 2,400,983.60

CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 17 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 17 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

\_\_\_\_\_

\_\_\_\_\_  
Mayor                      11/22/22  
Date

\_\_\_\_\_  
Councilmember                      Date

\_\_\_\_\_  
Councilmember                      Date

Acknowledged:

\_\_\_\_\_  
Councilmember                      Date

\_\_\_\_\_  
Councilmember                      Date



MEMORANDUM

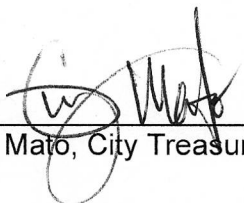
TO: Honorable Mayor and City Council  
FROM: City Treasurer's Office  
DATE: December 8, 2022  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER

December 13, 2022 TOTAL WARRANTS ISSUED: \$3,062,609.66

Wire Transfer: 12273-12284  
Prepay: 169780-169789  
Check Numbers: 169790-169976  
Checks Voided:

Total Pages of Register: 24

December 2, 2022 TOTAL PAYROLL ISSUED: \$1,673,945.44

  
\_\_\_\_\_  
Guy Mato, City Treasurer

cc: City Clerk



vchlist  
12/08/2022 5:09:31PM

Voucher List  
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12273	11/16/2022	111374 LINCOLN NATIONAL LIFE, INSURANCE COMP/	NOVEMBER 2022		LIFE INSURANCE GRP PLANS	3,450.21
					Total :	3,450.21
12274	11/18/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4754		HEALTH INSURANCE CLAIMS	18,102.80
					Total :	18,102.80
12275	11/22/2022	112326 LWP CLAIMS SOLUTIONS INC.	112122		WORKERS' COMPENSTATION SETTLEI	55,000.00
					Total :	55,000.00
12276	11/29/2022	111016 KAISER FOUNDATION HEALTH PLAN	NOVEMBER 2022		HEALTH INSURANCE	244,757.95
					Total :	244,757.95
12277	11/29/2022	111016 KAISER FOUNDATION HEALTH PLAN	NOVEMBER 2022/RET		HEALTH INSURANCE	82,417.30
					Total :	82,417.30
12278	11/23/2022	112326 LWP CLAIMS SOLUTIONS INC.	112822		WORKERS' COMPENSATION SETTLEM	40,000.00
					Total :	40,000.00
12279	12/1/2022	112326 LWP CLAIMS SOLUTIONS INC.	113022		WORKERS' COMP CLAIMS	1,250.46
					Total :	1,250.46
12280	12/5/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	DECEMBER 2022		HEALTH & DENTAL INSURANCE	114,615.99
					Total :	114,615.99
12281	12/5/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	NOVEMBER 2022		HEALTH & DENTAL INSURANCE	115,002.30
					Total :	115,002.30
12282	12/5/2022	402609 BANK OF NEW YORK, THE	112522		SBRPCA REVENUE BONDS 2007 SERIE	153,266.33
					Total :	153,266.33
12283	12/5/2022	419630 U.S. BANK	2127248		2006 COPS REFINANCING PROJECT SI	177,062.29
					Total :	177,062.29
12284	12/5/2022	112326 LWP CLAIMS SOLUTIONS INC.	120122		WORKERS' COMP CLAIMS	5,627.09
					Total :	5,627.09
169780	11/29/2022	112328 TEODULO E. ALVARADO AND	112122		FINAL SETTLEMENT	15,000.00

Page: 1



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169780	11/29/2022	112328 112328 TEODULO E. ALVARADO AND	(Continued)		<b>Total :</b>	<b>15,000.00</b>
169781	12/1/2022	112323 ELITE SPECIAL EVENTS, INC.	127	034-00557	WINTER WONDERLAND 2022 SUPPLIE	4,100.00
					<b>Total :</b>	<b>4,100.00</b>
169782	12/1/2022	110273 MIXONE SOUND	2984	037-10203	GTRANS 2022 AWARDS CELEBRATION	4,000.00
					<b>Total :</b>	<b>4,000.00</b>
169783	12/6/2022	112336 OXIMBERG, CAROL	T22-4486		FINAL SETTLEMENT	260.00
					<b>Total :</b>	<b>260.00</b>
169784	12/6/2022	112323 ELITE SPECIAL EVENTS, INC.	127BAL	034-00557	WINTER WONDERLAND 2022 SUPPLIE	4,100.00
					<b>Total :</b>	<b>4,100.00</b>
169785	12/6/2022	112332 VEGAS NITE CASINO RENTALS	112222	034-00559	CASINO RENTALS - CHRISTMAS GLOW	4,355.00
					<b>Total :</b>	<b>4,355.00</b>
169786	12/6/2022	307101 PETTY CASH FUND	11/02-11/29/22		REPLENISH PETTY CASH	839.19
					<b>Total :</b>	<b>839.19</b>
169787	12/6/2022	112338 909 JUMPERS AND PARTY RENTALS	106087		2022 WINTER WONDERLAND EVENT -	1,620.00
					<b>Total :</b>	<b>1,620.00</b>
169788	12/6/2022	107617 JEFFRIES, QUIANA	6078	034-00560	2022 CHRISTMAS GLOW-UP EVENT - C	3,750.00
					<b>Total :</b>	<b>3,750.00</b>
169789	12/7/2022	111675 MCCLAIN, GREGORY	001	032-00119	CONTRACTUAL SERVICES - METRO TC	5,557.50
					<b>Total :</b>	<b>5,557.50</b>
169790	12/13/2022	111853 ACCESS	9771704		PD SHREDDING SERVICES	100.00
					<b>Total :</b>	<b>100.00</b>
169791	12/13/2022	112185 ACT NOW SIGNS	23721		COUNTY FIRE STATION #158 SIGN	487.28
					<b>Total :</b>	<b>487.28</b>
169792	12/13/2022	112177 ADVANCE AUTO PARTS	8655231332703		GTRANS AUTO PARTS	176.94
			8655231332704		GTRANS AUTO PARTS	353.90
			8655231352525		GTRANS AUTO PARTS	269.36



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169792	12/13/2022	112177 ADVANCE AUTO PARTS	(Continued) 8655231452549 8655233252876		GTRANS AUTO PARTS GTRANS AUTO PARTS	435.77 7.22
Total :						1,243.19
169793	12/13/2022	101748 AFTERMARKET PARTS COMPANY LLC, THE	82855721 82856547 82856583 82857800 82859148 82863849  82866541 82866542	037-10167 037-10167 037-10167 037-10167 037-10167  037-10167 037-10167 037-10167	GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS  GTRANS AUTO PARTS GTRANS AUTO PARTS	1,990.07 339.48 230.68 263.80 2,034.78 667.23  258.50 258.50
Total :						6,043.04
169794	12/13/2022	110183 ALLIANT INSURANCE SERVICES, INC.	2143007		SPECIAL EVENT LIABILITY INSURANCE	347.00
Total :						347.00
169795	12/13/2022	108942 ALLIED ELECTRONICS &, AUTOMATION	9017137894		GTRANS AUTO SUPPLIES	26.86
Total :						26.86
169796	12/13/2022	100925 AMERICAN MOVING PARTS	01A138460 01A138463 01A138484		GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	883.23 16.97 122.20
Total :						1,022.40
169797	12/13/2022	101628 AQUA-FLO SUPPLY	SI2024010		PARK MAINT SUPPLIES	735.90
Total :						735.90
169798	12/13/2022	108625 ARAD OIL INC.	OCTOBER 2022		CAR WASH	320.00
Total :						320.00
169799	12/13/2022	101459 ASBURY ENVIRONMENTAL SERVICES	I500-00875897 I500-00876867		HAZARDOUS WASTE DISPOSAL SERVI HAZARDOUS WASTE DISPOSAL SERVI	335.05 55.00
Total :						390.05



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169800	12/13/2022	104687 AT&T	19065971		TELEPHONE	405.42
			19065972		TELEPHONE	345.38
			19066282		TELEPHONE	18,767.28
			19069091		TELEPHONE	567.88
			19100287		TELEPHONE	33.97
			19100288		TELEPHONE	86.89
			19100302		TELEPHONE	33.97
			19100310		TELEPHONE	33.97
			19100311		TELEPHONE	89.15
Total :						20,363.91
169801	12/13/2022	111170 AT&T FIRSTNET	287290395417X101022		PD CELL PHONE ACCT #287290395417	398.57
			287290395417X111022		PD CELL PHONE ACCT #287290395417	398.57
			287290885074X111022		CITYWIDE CELL PHONE ACCT #287290	1,959.41
			287293416290X111022		PD CELL PHONE ACCT #287293416290	1,841.98
			287293420631X111022		PD CELL PHONE ACCT #287293420631	145.51
			287295242065X111022		PD CELL PHONE ACCT #287295242065	240.59
			287303490376X111022		BUS CELL PHONE ACCT #28730349037	1,711.82
Total :						6,696.45
169802	12/13/2022	100474 AT&T LONG DISTANCE	111222		TELEPHONE	76.98
Total :						76.98
169803	12/13/2022	100964 AT&T MOBILITY	828667974X11162022		CM CELL PHONE ACCT #828667974	86.46
Total :						86.46
169804	12/13/2022	108383 ATKINSON, ANDELSON, LOYA, RUDD & ROMC 666462			PROFESSIONAL SERVICES	14,965.20
Total :						14,965.20
169805	12/13/2022	109959 AUTO GLASS 2000	32634		2019 FORD EXPLR WINDOW REPAIR &	528.00
Total :						528.00
169806	12/13/2022	102880 AUTOPLEX, INC.	14384		2021 FORD INTRCPTR #1614738 OIL &	85.04
			14398		2012 FORD E350 #1391819 OIL & FILTEI	44.50
Total :						129.54
169807	12/13/2022	109447 BARON BAG & SUPPLY	0000196598		STREET MAINT SUPPLIES	1,102.50



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169807	12/13/2022	109447 109447 BARON BAG & SUPPLY	(Continued)		<b>Total :</b>	<b>1,102.50</b>
169808	12/13/2022	102400 BAYSIDE MEDICAL CENTER	00141036		BLOOD DRAW	254.40
			00147358		BLOOD DRAW	254.40
					<b>Total :</b>	<b>508.80</b>
169809	12/13/2022	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	957025		HONEY BEE NEST REMOVAL - 16417 D.	124.00
					<b>Total :</b>	<b>124.00</b>
169810	12/13/2022	102243 BISHOP COMPANY	809773		TREE PROGRAM SUPPLIES	529.18
					<b>Total :</b>	<b>529.18</b>
169811	12/13/2022	102331 BLUE DIAMOND MATERIALS	3007974		STREET MAINT SUPPLIES	440.30
					<b>Total :</b>	<b>440.30</b>
169812	12/13/2022	112335 CALIFORNIA ARM DEVELOPMENT	PERMIT #17041		PERMIT DEPOSIT REFUND - 16403 NO	12,000.00
					<b>Total :</b>	<b>12,000.00</b>
169813	12/13/2022	100140 CALIFORNIA MUNICIPAL REVENUE, & TAX AS: 2545			MEMBERSHIP RENEWAL	150.00
					<b>Total :</b>	<b>150.00</b>
169814	12/13/2022	103383 CALPORTLAND	95700607		STREET MAINT SUPPLIES	880.81
					<b>Total :</b>	<b>880.81</b>
169815	12/13/2022	110313 CALTIP	94-2022-OCT	037-10137	INSURANCE CLAIMS DEDUCTIBLE - OC	126,974.05
					<b>Total :</b>	<b>126,974.05</b>
169816	12/13/2022	110538 CANNON COMPANY	81876	024-00821	RBB ARTERIAL IMPROVEMENT PROJE	28,464.51
					<b>Total :</b>	<b>28,464.51</b>
169817	12/13/2022	110538 CANNON COMPANY	81337		ARTESIA BLVD. STREET IMPROVEMEN	1,666.91
			82486	024-00821	RBB ARTERIAL IMPROVEMENT PROJE	20,482.20
					<b>Total :</b>	<b>22,149.11</b>
169818	12/13/2022	110538 CANNON COMPANY	82090	024-00821	RBB ARTERIAL IMPROVEMENT PROJE	19,199.59
					<b>Total :</b>	<b>19,199.59</b>
169819	12/13/2022	823003 CARL WARREN & COMPANY	OCTOBER 2022		CLAIMS MANAGEMENT	1,196.25



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169819	12/13/2022	823003 823003 CARL WARREN & COMPANY	(Continued)		<b>Total :</b>	<b>1,196.25</b>
169820	12/13/2022	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	42277		LEGAL SERVICES	378.00
			42278		LEGAL SERVICES	252.00
			42279		LEGAL SERVICES	486.00
			42280		LEGAL SERVICES	308.55
			42281		LEGAL SERVICES	1,071.23
			42282		LEGAL SERVICES	144.00
			42285		LEGAL SERVICES	360.00
			42286		LEGAL SERVICES	830.78
			42288		LEGAL SERVICES	243.00
			42290		LEGAL SERVICES	342.00
			42308		LEGAL SERVICES	72.00
					<b>Total :</b>	<b>4,487.56</b>
169821	12/13/2022	110605 CHANDLER ASSET MANAGEMENT	2211GARDENA	013-00030	INVESTMENT MGMT SERVICES- NOVE	2,438.51
					<b>Total :</b>	<b>2,438.51</b>
169822	12/13/2022	110719 CHARGEPOINT	IN147725	037-10189	ANNUAL PRODUCT LICENSE FEE RENI	7,272.00
					<b>Total :</b>	<b>7,272.00</b>
169823	12/13/2022	318105 CITY OF REDONDO BEACH	575792		BEARCAT ARMORED VEHICLE MAINT	720.84
					<b>Total :</b>	<b>720.84</b>
169824	12/13/2022	110122 COMMANDSTAT ANALYTICS, INC	215		DATABASE MGMT & REPORTING PREP	1,800.00
					<b>Total :</b>	<b>1,800.00</b>
169825	12/13/2022	102388 COPYLAND, INC.	80943	037-10175	GTRANS - COLOR MEAL CARDS ~	385.22
			80953	037-10175	GTRANS - 110LB MATTE COVER	735.87
			80960	037-10175	GTRANS - COLOR PROGRAMS SCORE	354.87
					<b>Total :</b>	<b>1,475.96</b>
169826	12/13/2022	104543 COUNTY OF LOS ANGELES	IN1177099		BACKFLOW ASSEMBLY - 1718 W 162ND	148.00
			IN1180623		BACKFLOW ASSEMBLY - 13999 WESTE	148.00
			IN1180644		BACKFLOW ASSEMBLY - VERMONT AV	74.00
			IN1181136		BACKFLOW ASSEMBLY - VERMONT S/C	111.00
			IN1181451		BACKFLOW ASSEMBLY - 14708 HALLD	37.00
			IN1182963		BACKFLOW ASSEMBLY - VERMONT AV	37.00



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169826	12/13/2022	104543 COUNTY OF LOS ANGELES	(Continued) IN1182964 IN1182977 IN1182978 IN1182979 IN1182980 IN1182981		BACKFLOW ASSEMBLY - 129TH AVE & ' BACKFLOW ASSEMBLY - 1718 W 162ND BACKFLOW ASSEMBLY - 13220 VAN NE BACKFLOW ASSEMBLY - 160TH ST AND BACKFLOW ASSEMBLY - 15800 BRIGHT BACKFLOW ASSEMBLY - 2100 W 154TH	37.00 37.00 185.00 37.00 74.00 74.00 <b>Total : 999.00</b>
169827	12/13/2022	102791 CPAC, INC.	1296050	023-01419	CISCO FIREWALL SOFTWARE RENEWAL	3,139.92 <b>Total : 3,139.92</b>
169828	12/13/2022	103353 CRM COMPANY, LLC.	LA21629 LA21721		SCRAP TIRE DISPOSAL FEE SCRAP TIRE DISPOSAL FEE	69.50 69.50 <b>Total : 139.00</b>
169829	12/13/2022	102482 CUBIC TRANSPORTATION SYSTEM, INC.	90129010	037-10127	FAREBOX TRI-CARD READERS	3,602.30 <b>Total : 3,602.30</b>
169830	12/13/2022	106193 CUMMINS SALES AND SERVICE	X5-6623		GTRANS AUTO PARTS	645.65 <b>Total : 645.65</b>
169831	12/13/2022	110338 DARTCO TRANSMISSION, SALES & SERVICES	C263732		UNIT 33 AUTO REPAIRS	867.37 <b>Total : 867.37</b>
169832	12/13/2022	106540 DELTA MOTOR COMPANY INC.	23975 23977 23978 23979 23980 23982	037-10181 037-10181 037-10181 037-10181 037-10181 037-10181	REBUILD DRIVE MOTOR REBUILD DRIVE MOTOR REBUILD DRIVE MOTOR REBUILD DRIVE MOTOR REBUILD DRIVE MOTOR REBUILD DRIVE MOTOR	3,332.63 3,332.63 3,332.63 3,332.63 3,332.63 3,332.63 <b>Total : 19,995.78</b>
169833	12/13/2022	104527 DEPARTMENT OF INDUSTRIAL, RELATIONS	E1926365MR		CONVEYANCE INSPECTION FEE - 1399	225.00 <b>Total : 225.00</b>
169834	12/13/2022	312117 DEPARTMENT OF WATER & POWER	112222		LIGHT & POWER	103.74



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169834	12/13/2022	312117 312117 DEPARTMENT OF WATER & POWER	(Continued)			<b>Total : 103.74</b>
169835	12/13/2022	111564 DIAMOND ICE	50201-R2		PREVENTATIVE MAINTENANCE SERVICE	586.43
					<b>Total :</b>	<b>586.43</b>
169836	12/13/2022	105182 DIRECTV	017280777X221115		DIRECTV SERVICE BUSINESS EXTRA -	146.13
					<b>Total :</b>	<b>146.13</b>
169837	12/13/2022	110849 DMS CONSULTANTS CIVIL, ENGINEERS, INC	GA-005-4	024-00822	VAN NESS AVE STREET IMPR JN992	8,820.00
					<b>Total :</b>	<b>8,820.00</b>
169838	12/13/2022	103241 DP STAR AUTOMOTIVE, INC.	64156		SMOG INSPECTIONS - 2002 FORD E350	45.00
					<b>Total :</b>	<b>45.00</b>
169839	12/13/2022	104276 DREHS, LARRY W.	NOVEMBER 2022		MARTIAL ARTS INSTRUCTOR	1,692.00
					<b>Total :</b>	<b>1,692.00</b>
169840	12/13/2022	110532 ELECTRIC CAR SALES & SERVICE	31725	037-10159	CARRYALL700 ELETRIC GOLF CART	16,278.74
					<b>Total :</b>	<b>16,278.74</b>
169841	12/13/2022	107353 EMERGENCY RESPONSE CRIME SCENE, CLE T2022-504			SANITIZE & CLEAN-UP POLICE VEHICLE	325.00
					<b>Total :</b>	<b>325.00</b>
169842	12/13/2022	105418 EMPIRE CLEANING SUPPLY	S5399220	034-00551	CUSTODIAL SUPPLIES	446.57
			S5399221	034-00551	CUSTODIAL SUPPLIES	1,143.36
			S5414412	034-00551	CUSTODIAL SUPPLIES	383.70
			S5446569	034-00551	CUSTODIAL SUPPLIES	1,751.80
			S5469716	034-00551	CUSTODIAL SUPPLIES	481.73
			S5469723	034-00551	CUSTODIAL SUPPLIES	1,501.54
			S5521985	034-00551	CUSTODIAL SUPPLIES	534.51
					<b>Total :</b>	<b>6,243.21</b>
169843	12/13/2022	105392 ENTENMANN-ROVIN COMPANY	0169528		PD UNIFORM SUPPLIES	383.87
					<b>Total :</b>	<b>383.87</b>
169844	12/13/2022	106459 ENTERPRISE FM TRUST	FBN4615516	023-01402	ENTERPRISE LEASE - DECEMBER 2022	12,240.00
			FBN4629034	023-01402	ENTERPRISE LEASE - DECEMBER 2022	3,335.03



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169844	12/13/2022	106459 106459 ENTERPRISE FM TRUST	(Continued)		<b>Total :</b>	<b>15,575.03</b>
169845	12/13/2022	105650 EWING IRRIGATION PRODUCTS	16831403		PARK MAINT SUPPLIES	-61.57
			17880368		PARK MAINT SUPPLIES	733.65
			17880523		PARK MAINT SUPPLIES	-623.60
					<b>Total :</b>	<b>48.48</b>
169846	12/13/2022	112333 EXAMWORKS, LLC	170-2723176		CONSULTING SERVICES	585.00
			230-448099		CONSULTING SERVICES	375.00
					<b>Total :</b>	<b>960.00</b>
169847	12/13/2022	105367 FACILITIES PROTECTION SYSTEMS	73893	037-10057	PREVENTATIVE MAINTENANCE SERVICE	2,980.00
			74128	037-10057	PREVENTATIVE MAINTENANCE SERVICE	4,950.00
					<b>Total :</b>	<b>7,930.00</b>
169848	12/13/2022	105539 FACTORY MOTOR PARTS CO.	109-818808		PW AUTO PARTS	150.49
			12-4985346		PW AUTO PARTS	303.13
					<b>Total :</b>	<b>453.62</b>
169849	12/13/2022	100055 FAIR HOUSING FOUNDATION	OCTOBER 2022		CDBG CONSULTANT	1,562.22
					<b>Total :</b>	<b>1,562.22</b>
169850	12/13/2022	106129 FEDEX	7-928-53213		SHIPPING SERVICES	44.99
			7-943-66166		SHIPPING SERVICES	36.94
			7-950-47095		SHIPPING SERVICES	40.97
			7-951-21930		SHIPPING SERVICES	30.98
			7-957-86448		SHIPPING SERVICES	36.34
					<b>Total :</b>	<b>190.22</b>
169851	12/13/2022	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2504342210		DRUG TEST/ADMIN FEE	496.08
					<b>Total :</b>	<b>496.08</b>
169852	12/13/2022	109315 FLEETCREW, INC.	5014		UNIT #44 EMISSION SYSTEM SERVICE	293.95
					<b>Total :</b>	<b>293.95</b>
169853	12/13/2022	108974 FLEX TECHNOLOGIES, INC.	36577		GTRANS AUTO SUPPLIES	253.60
					<b>Total :</b>	<b>253.60</b>



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169854	12/13/2022	106465 FOX FIRST AID & SAFETY INC	68813		SEWER PROGRAM SUPPLIES	99.23
			68816		STREET MAINT SUPPLIES	49.61
			68821		STREET MAINT SUPPLIES	234.83
			69004		SEWER PROGRAM SUPPLIES	26.42
			69008		STREET MAINT SUPPLIES	70.34
					<b>Total :</b>	<b>480.43</b>
169855	12/13/2022	108724 FRIERSON, DANIELLE	062222		BLOCK PARTY PERMIT DEPOSIT REFU	100.00
					<b>Total :</b>	<b>100.00</b>
169856	12/13/2022	112566 GALLS, LLC	BC1742005		PD UNIFORM SUPPLIES	864.17
			BC1742685		PD UNIFORM SUPPLIES	864.17
					<b>Total :</b>	<b>1,728.34</b>
169857	12/13/2022	107030 GARDENA AUTO PARTS	161618		PW AUTO PARTS	9.86
			161687		PW AUTO PARTS	29.06
			162286		PW AUTO PARTS	61.73
			329449		PW AUTO PARTS	14.29
					<b>Total :</b>	<b>114.94</b>
169858	12/13/2022	107011 GARDENA VALLEY NEWS, INC.	00124967		NOTICE INVITING BIDS - CALIFORNIA	420.00
					<b>Total :</b>	<b>420.00</b>
169859	12/13/2022	619005 GAS COMPANY, THE	120222		GAS	10,702.06
					<b>Total :</b>	<b>10,702.06</b>
169860	12/13/2022	107056 GENFARE	90187163		GTRANS AUTO PARTS	379.90
					<b>Total :</b>	<b>379.90</b>
169861	12/13/2022	106470 GILLIG LLC	40973602	037-10174	GTRANS AUTO PARTS	157.44
			40975117	037-10174	GTRANS AUTO PARTS	448.61
			40977140	037-10174	GTRANS AUTO PARTS	196.42
					<b>Total :</b>	<b>802.47</b>
169862	12/13/2022	120212 GLENN E. THOMAS CO.	7226944		BUS AUTO PARTS	49.01
					<b>Total :</b>	<b>49.01</b>
169863	12/13/2022	619004 GOLDEN STATE WATER CO.	112922		WATER	15,471.76



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169863	12/13/2022	619004 619004 GOLDEN STATE WATER CO.	(Continued)		<b>Total :</b>	<b>15,471.76</b>
169864	12/13/2022	107513 GRAINGER	9514475343		BUS FACILITY SUPPLIES	291.64
			9515441245		BUS FACILITY SUPPLIES	122.36
			9515538883		BUS FACILITY SUPPLIES	771.32
			9516991131		BUS FACILITY SUPPLIES	598.38
			9517735180		BUS FACILITY SUPPLIES	145.79
			9518068847		BUS FACILITY SUPPLIES	285.63
			9519262357		BUS FACILITY SUPPLIES	199.81
			9522637132		BUS FACILITY SUPPLIES	20.16
			9523575497		BUS FACILITY SUPPLIES	622.25
					<b>Total :</b>	<b>3,057.34</b>
169865	12/13/2022	106701 HARTZOG & CRABILL, INC.	22-0393		CONCEPT PLANS - SPINNING AVE INTE	190.00
					<b>Total :</b>	<b>190.00</b>
169866	12/13/2022	112076 HERNANDEZ, ROSA	023		INTERN SERVICES - 11/10-11/30/22	1,942.50
					<b>Total :</b>	<b>1,942.50</b>
169867	12/13/2022	111549 HF & H CONSULTANTS, LLC	9719709		RECYCLING PROGRAMS & SB 1383 CC	10,632.00
					<b>Total :</b>	<b>10,632.00</b>
169868	12/13/2022	102189 HILL, EARTHALEEN	061322		BLOCK PARTY PERMIT DEPOSIT REFU	100.00
					<b>Total :</b>	<b>100.00</b>
169869	12/13/2022	112334 HIMANSHU, CHOUDHARY	CIT #355130287		REFUND - PARKING CITATION DISMISS	342.00
					<b>Total :</b>	<b>342.00</b>
169870	12/13/2022	108434 HOME DEPOT CREDIT SERVICES	0270370		GTRANS MAINT SUPPLIES	162.54
			0279846		WINTER WONDERLAND EVENT 2022 S	41.52
			0524234		BLDG MAINT SUPPLIES	178.45
			1053760		CUSTODIAL SUPPLIES	29.57
			2351820		BLDG MAINT SUPPLIES	9.24
			4534737		PARK MAINT SUPPLIES	70.43
			5313874		PARK MAINT SUPPLIES	128.33
			5331332		PARK MAINT SUPPLIES	87.49
			5341090		BLDG MAINT SUPPLIES	38.19
			5351943		PARK MAINT SUPPLIES	197.03



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169870	12/13/2022	108434 HOME DEPOT CREDIT SERVICES	(Continued)			
			7032804		REC PROGRAM SUPPLIES	149.94
			825004		STREET MAINT SUPPLIES	141.26
			8324989		TREE PROGRAM SUPPLIES	72.13
			8561854		REC PROGRAM SUPPLIES	17.49
			9900340		REC PROGRAM SUPPLIES	390.65
					<b>Total :</b>	<b>1,714.26</b>
169871	12/13/2022	108430 HOME PIPE & SUPPLY	F40888		BLDG MAINT SUPPLIES	417.42
			F40907		BLDG MAINT SUPPLIES	817.92
			F41270		BLDG MAINT SUPPLIES	181.62
			F41275		BLDG MAINT SUPPLIES	182.92
					<b>Total :</b>	<b>1,599.88</b>
169872	12/13/2022	112181 INTERIOR DEMOLITION	2222-2	024-00850	AQUATIC & SR CENTER PROJECT - DE	36,859.26
					<b>Total :</b>	<b>36,859.26</b>
169873	12/13/2022	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	140073423		GTRANS AUTO PARTS	471.59
			140073515		GTRANS AUTO PARTS	1,071.46
					<b>Total :</b>	<b>1,543.05</b>
169874	12/13/2022	110733 J & S PROPERTY MANAGEMENT AND, MAINTI	6898	037-10138	LANDSCAPE MAINTENANCE SERVICE	2,112.66
					<b>Total :</b>	<b>2,112.66</b>
169875	12/13/2022	110853 JONES & MAYER	112768		ATTORNEY SERVICES	161.53
			112769		ATTORNEY SERVICE	58.35
			112770		ATTORNEY SERVICES	575.96
			112771		ATTORNEY SERVICES	492.46
			112772		ATTORNEY SERVICES	540.28
			112773		ATTORNEY SERVICES	243.13
			112774		ATTORNEY SERVICES	974.69
			112775		ATTORNEY SERVICES	1,350.70
			112776		ATTORNEY SERVICES	3,430.80
			112777		ATTORNEY SERVICES	1,705.70
			112778		ATTORNEY SERVICES	3,544.32
			112779		ATTORNEY SERVICES	10,303.19
			112780		ATTORNEY SERVICES	81.04



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169875	12/13/2022	110853 JONES & MAYER	(Continued) 112781 112782 112960		ATTORNEY SERVICES ATTORNEY SERVICES ATTORNEY SERVICES	135.07 108.06 10,589.49
					<b>Total :</b>	<b>34,294.77</b>
169876	12/13/2022	211429 KEMP, TAMARA	NOVEMBER 2022		DANCE INSTRUCTOR	2,150.00
					<b>Total :</b>	<b>2,150.00</b>
169877	12/13/2022	111260 KJOS, BARBARA JEAN	NOVEMBER 2022		GARDENA FAMILY CHILD CARE PROG	1,363.00
					<b>Total :</b>	<b>1,363.00</b>
169878	12/13/2022	110848 KREUZER CONSULTING GROUP	22-143 22-150	024-00826 024-00826	CONSULTING SERVICES - BUDLONG & CONSULTING SERVICES - BUDLONG &	17,121.50 8,153.40
					<b>Total :</b>	<b>25,274.90</b>
169879	12/13/2022	111813 KWIK FLASH PHOTO	12032022	037-10202	PHOTOGRAPHY SERVICES - GTRANS :	2,200.00
					<b>Total :</b>	<b>2,200.00</b>
169880	12/13/2022	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	22110701830 22110702237	024-00878 024-00878	INDUSTRIAL WASTE SERVICES TRAFFIC SIGNAL MAINT-HIGHWAY SAF	29,349.18 4,389.64
					<b>Total :</b>	<b>33,738.82</b>
169881	12/13/2022	312039 L.A. COUNTY FIRE DEPARTMENT	C0010838	023-01387	FIRE PROTECTION SERVICES - JANUA	831,539.95
					<b>Total :</b>	<b>831,539.95</b>
169882	12/13/2022	312113 L.A. COUNTY SHERIFF'S DEPT	231013BL		INMATE MEAL DELIVERY PROGRAM - C	670.58
					<b>Total :</b>	<b>670.58</b>
169883	12/13/2022	109939 LA UNIFORMS & TAILORING	13963 14056		PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES	349.22 462.97
					<b>Total :</b>	<b>812.19</b>
169884	12/13/2022	112014 LAKESHORE LEARNING MATERIALS	683398110722	331-00064	FCC PROGRAM SUPPLIES	329.65
					<b>Total :</b>	<b>329.65</b>
169885	12/13/2022	105874 LAWSON PRODUCTS, INC.	9310102204		BUS SHOP SUPPLIES	637.90



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169885	12/13/2022	105874 105874 LAWSON PRODUCTS, INC.	(Continued)		<b>Total :</b>	<b>637.90</b>
169886	12/13/2022	112260 LIEBERT CASSIDY WHITMORE	229039		LEGAL SERVICES	18,345.08
			229076		LEGAL SERVICES	13,130.52
					<b>Total :</b>	<b>31,475.60</b>
169887	12/13/2022	112260 LIEBERT CASSIDY WHITMORE	228054		LEGAL SERVICES	3,484.20
			229001		LEGAL SERVICES	3,057.77
			229057		LEGAL SERVICES	595.00
			229077		LEGAL SERVICES	17,236.00
			229081		LEGAL SERVICES	5,901.50
			229091		LEGAL SERVICES	3,112.50
					<b>Total :</b>	<b>33,386.97</b>
169888	12/13/2022	112321 LIEU, CHIA	061322		BLOCK PARTY PERMIT DEPOSIT REFU	100.00
					<b>Total :</b>	<b>100.00</b>
169889	12/13/2022	109517 LOAD N' GO BUILDING MATERIALS	24955		STREET MAINT SUPPLIES	27.54
					<b>Total :</b>	<b>27.54</b>
169890	12/13/2022	112615 LU'S LIGHTHOUSE, INC.	01231091	037-10148	GTRANS SHOP SUPPLIES	515.50
			01231124	037-10148	GTRANS SHOP SUPPLIES	178.74
					<b>Total :</b>	<b>694.24</b>
169891	12/13/2022	112326 LWP CLAIMS SOLUTIONS INC.	20975	023-01421	WORKERS' COMP CLAIMS ADMINISTR/	28,174.00
					<b>Total :</b>	<b>28,174.00</b>
169892	12/13/2022	111949 M & M LIFTS	5780		GTRANS VEHICLE BUCKET REPAIRS	870.00
					<b>Total :</b>	<b>870.00</b>
169893	12/13/2022	105082 MAJESTIC LIGHTING, INC.	ML84334		BLDG MAINT SUPPLIES	34.36
			ML84345		BLDG MAINT SUPPLIES	410.41
					<b>Total :</b>	<b>444.77</b>
169894	12/13/2022	109203 MAKAI SOLUTIONS	SD1048		FACILITIES & EQUIPMENT MAINTENAN	552.00
					<b>Total :</b>	<b>552.00</b>
169895	12/13/2022	113036 MANERI SIGN CO., INC.	40012965		SIGN - 18X24 "NO PARKING MONDAY 6.	820.92



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169895	12/13/2022	113036 113036 MANERI SIGN CO., INC.	(Continued)		<b>Total :</b>	<b>820.92</b>
169896	12/13/2022	813030 MANNING & KASS	756186		LEGAL SERVICES	10,522.50
					<b>Total :</b>	<b>10,522.50</b>
169897	12/13/2022	109834 MARCELLUS, ALIX	120122		REFUND - OVERPAYMENT ON COLLEC	906.58
					<b>Total :</b>	<b>906.58</b>
169898	12/13/2022	110306 MARIPOSA LANDSCAPES, INC	100440	024-00872	MEDIAN LANDSCAPE MAINTENANCE	8,864.00
					<b>Total :</b>	<b>8,864.00</b>
169899	12/13/2022	112337 MARTINEZ, DANIEL	OCTOBER 2022		VOLUNTEER DRIVER	7.00
					<b>Total :</b>	<b>7.00</b>
169900	12/13/2022	113046 MARX BROS. FIRE EXTINGUISHER, CO., INC.	P30817 P30818		TEST KIT TEST KIT	645.85 998.87
					<b>Total :</b>	<b>1,644.72</b>
169901	12/13/2022	113064 MCMASTER-CARR SUPPLY COMPANY	87808266 87826064 87962788 87970794 88365148 88365338 88511870		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES PW SHOP SUPPLIES PW SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	563.55 115.84 226.64 350.33 732.46 144.41 51.81
					<b>Total :</b>	<b>2,185.04</b>
169902	12/13/2022	110206 MICHELIN NORTH AMERICA, INC.	DA0053071389	037-10172	GTRANS' BUS TIRE LEASE SERVICES -	6,514.84
					<b>Total :</b>	<b>6,514.84</b>
169903	12/13/2022	103093 MOBILE RELAY ASSOCIATES, INC.	80019368 80019369	037-10179 037-10179	GTRANS BUS RADIO SYSTEM RENTAL GTRANS BUS RADIO SYSTEM RENTAL	12,154.53 298.68
					<b>Total :</b>	<b>12,453.21</b>
169904	12/13/2022	102534 MONCADA, BARBARA	OCTOBER 2022		VOLUNTEER DRIVER	14.00
					<b>Total :</b>	<b>14.00</b>
169905	12/13/2022	107505 MOUSER ELECTRONICS, INC.	70988132		GTRANS AUTO SUPPLIES	33.22



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169905	12/13/2022	107505 MOUSER ELECTRONICS, INC.	(Continued) 71080541		GTRANS AUTO SUPPLIES	119.69
					<b>Total :</b>	<b>152.91</b>
169906	12/13/2022	113355 MR. HOSE INC.	215332		PW AUTO PARTS	29.15
					<b>Total :</b>	<b>29.15</b>
169907	12/13/2022	109290 MZ AUTO GLASS	89552		WINDOW INSTALL FOR BUS #2916	1,004.10
					<b>Total :</b>	<b>1,004.10</b>
169908	12/13/2022	105622 N/S CORPORATION	0114290	037-10165	GTRANS BUS WASH EQUIPMENT MAIN	204.17
					<b>Total :</b>	<b>204.17</b>
169909	12/13/2022	109115 NAGAO, WAYNE	121522		CANDLELIGHT DINNER ENTERTAINMEI	300.00
					<b>Total :</b>	<b>300.00</b>
169910	12/13/2022	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	77187981 77261750 77346324 77348968 77425983		PHYSICAL EXAMS & RANDOM TESTS PHYSICAL RECERTIFICATION & RANDO RANDOM TESTING AND RECERTIFICA RANDOM TESTS RANDOM TESTING & PHYSICAL EXAMS	545.50 528.50 1,072.00 114.50 565.50
					<b>Total :</b>	<b>2,826.00</b>
169911	12/13/2022	115168 OFFICE DEPOT	275843843 276561255 277306416 278237644 278786026 279054919 280367511		BUS OFFICE SUPPLIES REC OFFICE SUPPLIES BUS OFFICE SUPPLIES PD OFFICE SUPPLIES BUS OFFICE SUPPLIES FINANCE OFFICE SUPPLIES CM OFFICE SUPPLIES	253.63 231.18 65.41 84.69 143.48 92.55 59.35
					<b>Total :</b>	<b>930.29</b>
169912	12/13/2022	110846 ORDORICA, ANTHONY	OCTOBER 2022		VOLUNTEER DRIVER	14.00
					<b>Total :</b>	<b>14.00</b>
169913	12/13/2022	111358 O'REILLY AUTO PARTS	280903		PW AUTO PARTS	36.53
					<b>Total :</b>	<b>36.53</b>



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169914	12/13/2022	115810 ORKIN PEST CONTROL	232929957 235598113		PEST CONTROL - ACCT #27336703 PEST CONTROL - ACCT #27336703	261.00 261.00
					<b>Total :</b>	<b>522.00</b>
169915	12/13/2022	111654 PACIFIC POWERWASH	2649		DEEP CLEANING SERVICES - PD JAIL C	375.00
					<b>Total :</b>	<b>375.00</b>
169916	12/13/2022	110512 PASTRE, BRANDON	09/25-09/30 09/26-09/29		TRAINING - IMSA TRAFFIC SIGNALS EDUCATIONAL REIMBURSEMENT	812.11 1,173.97
					<b>Total :</b>	<b>1,986.08</b>
169917	12/13/2022	110403 PENN RECORDS MANAGEMENT	0133165		OFF-SITE STORAGE SERVICES - NOVE	58.00
					<b>Total :</b>	<b>58.00</b>
169918	12/13/2022	307108 PETTY CASH FUND	09/20-11/07/22		REPLENISH PETTY CASH	330.17
					<b>Total :</b>	<b>330.17</b>
169919	12/13/2022	108600 PHOENIX GROUP INFORMATION, SYSTEMS	102022211	035-01175	PARKING CONTRACT SERVICES - OCT	16,219.05
					<b>Total :</b>	<b>16,219.05</b>
169920	12/13/2022	105574 PINNACLE PETROLEUM, INC.	0293412	037-10173	87 OCTANE REGULAR UNLEADED CAR	34,680.31
					<b>Total :</b>	<b>34,680.31</b>
169921	12/13/2022	105574 PINNACLE PETROLEUM, INC.	0293411	037-10173	87 OCTANE REGULAR UNLEADED CAR	34,672.41
					<b>Total :</b>	<b>34,672.41</b>
169922	12/13/2022	112221 PIZZERIA QUATTRO PIZZAIOLI, JUAN MAYOR/ 1200			FOOD SERVICE - HALLOWEEN HARVEI	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
169923	12/13/2022	111814 PLAYER ATHLETICS	INV14796		GTRANS PROMOTIONAL ITEMS	505.00
					<b>Total :</b>	<b>505.00</b>
169924	12/13/2022	102677 PROVIDENCE HEALTH & SERVICES	600000283 11/05/22		PRE-EMPLOYMENT PHYSICAL EXAMS	570.00
					<b>Total :</b>	<b>570.00</b>
169925	12/13/2022	106092 PRUDENTIAL OVERALL SUPPLY	42780364 4278049 42780746		UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL	323.45 15.35 143.89



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169925	12/13/2022	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42780747		UNIFORM & SUPPLY RENTAL	47.44
			42780748		UNIFORM & SUPPLY RENTAL	50.10
			42780750		UNIFORM & SUPPLY RENTAL	19.00
			42780751		UNIFORM & SUPPLY RENTAL	91.60
			42780752		UNIFORM & SUPPLY RENTAL	11.60
			42782465		UNIFORM & SUPPLY RENTAL	323.45
			42782532		UNIFORM & SUPPLY RENTAL	143.89
			42782533		UNIFORM & SUPPLY RENTAL	47.44
			42782534		UNIFORM & SUPPLY RENTAL	50.10
			42784560		UNIFORM & SUPPLY RENTAL	143.89
			42784561		UNIFORM & SUPPLY RENTAL	48.06
			42784562		UNIFORM & SUPPLY RENTAL	50.10
			42784563		UNIFORM & SUPPLY RENTAL	13.65
			42784564		UNIFORM & SUPPLY RENTAL	19.00
			42784565		UNIFORM & SUPPLY RENTAL	91.60
			42784566		UNIFORM & SUPPLY RENTAL	11.60
Total :						1,645.21
169926	12/13/2022	108623 PUN GROUP LLP, THE	113626	023-01413	AUDIT SERVICES DURING FY 2022-202	10,000.00
Total :						10,000.00
169927	12/13/2022	102283 QUICK COLOR PRINTING	15869		BANNERS - SALSA SHOWDOWN CHAM	33.08
Total :						33.08
169928	12/13/2022	100147 RCI IMAGE SYSTEMS	77166		MICROFICHE SCANNING - 2714 W 1541	71.66
Total :						71.66
169929	12/13/2022	100836 RESOURCE BUILDING MATERIALS	3486263		PARK MAINT SUPPLIES	193.16
Total :						193.16
169930	12/13/2022	118476 RICOH USA, INC.	9031047147		RICOH MPC3503 COPIER LEASE - CC~	175.70
			9031047148		RICOH MPC3503 COPIER LEASE - CD~	236.10
			9031047155		RICOH MCP6502SP COPIER LEASE - PI	812.95
			9031047157		RICOH PRO8100SE COPIER LEASE - PI	459.79
			9031047158		RICOH MPC3503 COPIER LEASE - CM -	246.46
			9031133908		RICOH MPC3503 COPIER LEASE - REC	187.53



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169930	12/13/2022	118476 RICOH USA, INC.	(Continued)			
			9031133919		RICOH MPC3503 COPIER LEASE - PW~	165.00
			9031133928		RICOH MPC6003 COPIER LEASE - PD 9	242.64
			9031134124		RICOH MPC3503 COPIER LEASE - ADM	191.65
			9031134209		RICOH MPC3503 COPIER LEASE - HS~	144.89
			9031134316		RICOH MPC3503 COPIER LEASE - CHIE	151.65
			9031134319		RICOH MPC3503 COPIER LEASE - SR. I	185.98
					<b>Total :</b>	<b>3,200.34</b>
169931	12/13/2022	111867 RJM DESIGN GROUP	35345	024-00795	DESIGN & ENGINEERING SERVICES - /	964.17
					<b>Total :</b>	<b>964.17</b>
169932	12/13/2022	112339 ROMANO, KEVIN	09/28-11/07		TRAINING - TRANSPORTATION AUTHO	445.44
					<b>Total :</b>	<b>445.44</b>
169933	12/13/2022	110205 ROSS & BARUZZINI, INC.	50209	037-09901	CONSULTING SERVICES FOR MACRO	4,000.74
			50921	037-09901	CONSULTING SERVICES FOR MACRO	727.41
					<b>Total :</b>	<b>4,728.15</b>
169934	12/13/2022	107551 RUIZ CONCRETE & PAVING INC	092922 RET		PEDESTRIAN SAFETY IMPROVEMENT	16,161.12
					<b>Total :</b>	<b>16,161.12</b>
169935	12/13/2022	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	93684		PD PROGRAM SUPPLIES	308.70
			93723		BLDG MAINT SUPPLIES	261.07
			93725		STREET MAINT SUPPLIES	29.77
			93731		BLDG MAINT SUPPLIES	16.44
					<b>Total :</b>	<b>615.98</b>
169936	12/13/2022	112327 SAMI'S REFEREES LLC	11/1-11/15/22		REFEREE SERVICES	400.00
			11/16-11/30/22		REFEREE SERVICES	1,200.00
					<b>Total :</b>	<b>1,600.00</b>
169937	12/13/2022	119016 SAM'S CLUB	2460		FCC PROGRAM SUPPLIES	146.97
			8051		PW TEAMBUILDING COMPETITION SUP	244.46
					<b>Total :</b>	<b>391.43</b>
169938	12/13/2022	110772 SANTOS, VICTOR D.	102722		REIMBURSEMENT - RETIREMENT CELI	158.73



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169938	12/13/2022	110772 SANTOS, VICTOR D.	(Continued)		<b>Total :</b>	<b>158.73</b>
169939	12/13/2022	107465 SATO, KATHY	OCTOBER 2022		VOLUNTEER DRIVER	14.00
					<b>Total :</b>	<b>14.00</b>
169940	12/13/2022	108654 SECTRAN SECURITY INC.	22102274		ARMORED TRANSPORTATION SERVICE	2,242.15
			22110772		ARMORED TRANSPORTATION SERVICE	834.93
			22110773		ARMORED TRANSPORTATION SERVICE	226.68
					<b>Total :</b>	<b>3,303.76</b>
169941	12/13/2022	104451 SELECT ADVANTAGE	10347773		TRANSIT COACH OPERATOR ASSESSM	175.00
					<b>Total :</b>	<b>175.00</b>
169942	12/13/2022	419620 SELF-INSURANCE PLANS	OSIP 70366		2022-23 ASSESSMENT FEES	144,292.47
					<b>Total :</b>	<b>144,292.47</b>
169943	12/13/2022	107006 SHAMROCK COMPANIES	2636325		STREET MAINT SUPPLIES	428.09
					<b>Total :</b>	<b>428.09</b>
169944	12/13/2022	110731 SHAW HR CONSULTING, INC	005988		PROFESSIONAL SERVICES	1,120.00
			006194		PROFESSIONAL SERVICES	820.00
			006206		PROFESSIONAL SERVICES	1,050.00
					<b>Total :</b>	<b>2,990.00</b>
169945	12/13/2022	119233 SHERWIN-WILLIAMS CO.	7903-0		STREET MAINT SUPPLIES	494.50
					<b>Total :</b>	<b>494.50</b>
169946	12/13/2022	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8092962	035-01176	2018 FORD INTRCPTR #1554687 SERVI	2,349.62
			8092963	035-01176	2020 FORD INTRCPTR #1591740 BRAKI	593.00
			8092973	035-01176	2019 FORD INTRCPTR #1576878 SERVI	789.07
			8093033	035-01176	2014 FORD INTRCPTR #1442350 SERVI	1,918.16
			8093044	035-01176	2016 FORD INTRCPTR #1488057 SERVI	455.97
			8093087	035-01176	2019 FORD INTRCPTR #1576878 SERVI	415.98
			8093117	035-01176	2018 FORD INTRCPTR #1554895 BRAKI	350.77
					<b>Total :</b>	<b>6,872.57</b>
169947	12/13/2022	102027 SOUTH BAY ELECTRIC MOTORS, INC	28061		BUS AUTO PARTS	1,763.32



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169947	12/13/2022	102027 SOUTH BAY ELECTRIC MOTORS, INC	(Continued)			<b>Total : 1,763.32</b>
169948	12/13/2022	119447 SOUTH BAY FORD	411497 11/22/22		PW AUTO PARTS	105.66
					<b>Total :</b>	<b>105.66</b>
169949	12/13/2022	619003 SOUTHERN CALIFORNIA EDISON	120122		LIGHT & POWER	60,805.32
					<b>Total :</b>	<b>60,805.32</b>
169950	12/13/2022	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	173856		BUS AUTOMOTIVE FLUIDS	1,640.68
					<b>Total :</b>	<b>1,640.68</b>
169951	12/13/2022	104453 SPICERS PAPER, INC.	3012237	023-01407	PRINT SHOP PAPER	283.54
					<b>Total :</b>	<b>283.54</b>
169952	12/13/2022	119594 STANLEY PEST CONTROL	COG 1122 COG 1122-1		PEST CONTROL SERVICE - 1670 W 162 PEST CONTROL SERVICE -2320 W 149'	1,304.00 117.00
					<b>Total :</b>	<b>1,421.00</b>
169953	12/13/2022	119010 STAPLES ADVANTAGE	3523353384		REC OFFICE SUPPLIES	70.12
					<b>Total :</b>	<b>70.12</b>
169954	12/13/2022	100609 TANK SPECIALISTS OF CALIFORNIA	32120		CERTIFIED DESIGNATED OPERATOR S	198.00
					<b>Total :</b>	<b>198.00</b>
169955	12/13/2022	111864 TCS RISK MANAGEMENT SERVICES	12529	023-01411 023-01412	WORKERS COMPENSATION PROGRAM	6,375.00
					<b>Total :</b>	<b>6,375.00</b>
169956	12/13/2022	109775 TOMS TRUCK CENTER NORTH COUNTY	1284622 1285914 1287382	037-10177 037-10177 037-10177	GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	1,502.15 756.79 865.97
					<b>Total :</b>	<b>3,124.91</b>
169957	12/13/2022	111481 TRIO COMMUNITY MEALS, LLC	INV2230018816 INV2230019088 INV2230019089 INV2230019709 INV2230019956	034-00544 034-00544 034-00544 034-00544 034-00544	SENIOR FEEDING PROGRAM SENIOR FEEDING PROGRAM SENIOR FEEDING PROGRAM SENIOR FEEDING PROGRAM SENIOR FEEDING PROGRAM	6,361.01 4,867.40 965.45 5,358.97 6,218.46



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169957	12/13/2022	111481 TRIO COMMUNITY MEALS, LLC	(Continued) INV2230020397	034-00544	SENIOR FEEDING PROGRAM	5,068.70
Total :						28,839.99
169958	12/13/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	LEWIS 11/22/22 NOLAN 10/24/22	024-00891	CAL CARD STATEMENT 10/25-11/22/22 CAL CARD STATEMENT 09/23-10/24/22	1,505.61 6,561.59
			OROZCO 10/24/22 OROZCO 11/22/22 RECREATION 10/24/22 SANTIN 10/24/22	034-00558	CAL CARD STATEMENT 09/23-10/24/22 CAL CARD STATEMENT 10/25-11/22/22 CAL CARD STATEMENT 09/23-10/24/22 CAL CARD STATEMENT 09/23-10/24/22	838.41 783.50 6,477.78 11,822.51
			SWEENEY 10/24/22 V.OSORIO 10/24/22		CAL CARD STATEMENT 09/23-10/24/22 CAL CARD STATEMENT 09/23-10/24/22	4,473.70 702.75
Total :						33,165.85
169959	12/13/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 11/22/22 FCC 11/22/22 HR 10/24/22 HR 11/22/22 NOLAN 11/22/22 TSUJIUCHI 11/22/22		CAL CARD STATEMENT 10/25-11/22/22 CAL CARD STATEMENT 10/25-11/22/22 CAL CARD STATEMENT 09/23-10/24/22 CAL CARD STATEMENT 10/25-11/22/22 CAL CARD STATEMENT 10/25-11/22/22 CAL CARD STATEMENT 10/25-11/22/22	2,062.88 1,105.28 2,152.50 1,565.28 1,311.04 171.19
Total :						8,368.17
169960	12/13/2022	109220 U.S. BANK EQUIPMENT FINANCE	488407206		RICOH MPC4503 COPIER LEASE - CD	163.40
Total :						163.40
169961	12/13/2022	104692 ULINE	155648386 156393000		PD PROGRAM SUPPLIES BUS SHOP SUPPLIES	192.38 78.48
Total :						270.86
169962	12/13/2022	121407 UPS	649922462 11/12/22		SHIPPING SERVICE CHARGES	15.95
Total :						15.95
169963	12/13/2022	105316 VECTOR RESOURCES, INC.	94643		SERVICE REPAIR - NCC AUDIO SYSTEM	1,000.00
Total :						1,000.00
169964	12/13/2022	119001 VENCO WESTERN, INC	32031-IN		LANDSCAPE REMEDIAL - VERMONT AV	900.00



Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169964	12/13/2022	119001 119001 VENCO WESTERN, INC	(Continued)		<b>Total :</b>	<b>900.00</b>
169965	12/13/2022	122050 VERIZON WIRELESS	9888838955		REC CELL PHONE SERVICE~	1,080.34
			9897720597		REC CELL PHONE SERVICE~	1,122.59
			9899969444		REC CELL PHONE SERVICE~	1,118.17
			9902261781		REC CELL PHONE SERVICE~	1,121.50
			9904585577		REC CELL PHONE SERVICE~	1,120.17
			9909249363		REC CELL PHONE SERVICE~	1,122.09
			9913899797		REC CELL PHONE SERVICE~	1,116.71
			9920249478		PW CELL PHONE SERVICE	965.61
			9920848412		BUS CELL PHONE SERVICE~	107.30
					<b>Total :</b>	<b>8,874.48</b>
169966	12/13/2022	103841 VILLAGE AUTO SPA	OCTOBER 2022		CAR WASH	103.95
					<b>Total :</b>	<b>103.95</b>
169967	12/13/2022	111719 WALLACE & ASSOCIATES, CONSULTING, INC	W800781	024-00870	FIRE STATION ROOF REPLACEMENT, J	780.00
					<b>Total :</b>	<b>780.00</b>
169968	12/13/2022	108353 WALTERS WHOLESALE ELECTRIC CO	S121748150		BLDG MAINT SUPPLIES	1,795.11
			S121892634		BLDG MAINT SUPPLIES	168.17
					<b>Total :</b>	<b>1,963.28</b>
169969	12/13/2022	104107 WAXIE SANITARY SUPPLY	81294917		BUS WASH SUPPLIES	146.52
			81310798		BUS WASH SUPPLIES	148.11
			81312274		BUS WASH SUPPLIES	85.47
			81314462		BUS WASH SUPPLIES	256.40
			81329662		BUS WASH SUPPLIES	629.13
					<b>Total :</b>	<b>1,265.63</b>
169970	12/13/2022	100107 WAYNE ELECTRIC CO.	207809		GTRANS AUTO PARTS	43.93
					<b>Total :</b>	<b>43.93</b>
169971	12/13/2022	109530 WEDLOW BENJAMIN, EVETTE	110222		PURCHASE REIMBURSEMENT - STAFF	273.12
					<b>Total :</b>	<b>273.12</b>
169972	12/13/2022	110370 WESTERN COLLISION CENTER, INC	1087	035-01177	2018 FORD EXPLR #1554675 BODY REI	1,557.64
			1088	035-01177	2018 FORD EXPLR #1554880 BODY REI	2,723.17



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
169972	12/13/2022	110370 WESTERN COLLISION CENTER, INC	(Continued)			
			1089	035-01177	2011 FORD CROWN VICTORIA #137657	363.64
			1090	035-01177	2021 FORD INTERCEPTOR #1614731 B	1,873.04
			1091	035-01177	2014 FORD EXPLR #1442350 BODY REI	205.62
					<b>Total :</b>	<b>6,723.11</b>
169973	12/13/2022	123050 WILLIAMS SCOTSMAN, INC.	9016007907	035-01178	MODULAR BUILDING RENTAL CPX-804	2,212.87
					<b>Total :</b>	<b>2,212.87</b>
169974	12/13/2022	105568 WORTHY, PATRICIA	OCTOBER 2022		VOLUNTEER DRIVER	28.00
					<b>Total :</b>	<b>28.00</b>
169975	12/13/2022	125001 YAMADA COMPANY, INC.	82503		STREET MAINT SUPPLIES	56.81
			82505		PARK MAINT SUPPLIES	35.54
			82506		PARK MAINT SUPPLIES	41.50
			82527		PARK MAINT SUPPLIES	5.53
			82559		PARK MAINT SUPPLIES	253.93
					<b>Total :</b>	<b>393.31</b>
169976	12/13/2022	126122 ZEP SALES & SERVICE	9007988855		BUS SHOP SUPPLIES	1,418.65
					<b>Total :</b>	<b>1,418.65</b>
209 Vouchers for bank code : usb						<b>Bank total : 3,062,609.66</b>
209 Vouchers in this report						<b>Total vouchers : 3,062,609.66</b>



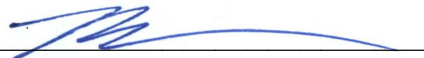
Bank code : usb

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

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

By:



Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 24 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____	<u>12/13/2022</u>
Mayor	Date

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

Acknowledged:

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date



# CITY OF GARDENA



## INVESTMENT REPORT

October 2022

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





# City of Gardena Consolidated - Account #10647

## MONTHLY ACCOUNT STATEMENT

OCTOBER 1, 2022 THROUGH OCTOBER 31, 2022

### Chandler Team:

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

**CHANDLER ASSET MANAGEMENT**  
[chandlerasset.com](http://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	0.70
Average Coupon	1.81%
Average Purchase YTM	1.57%
Average Market YTM	2.86%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	0.78 yrs
Average Life	0.74 yrs

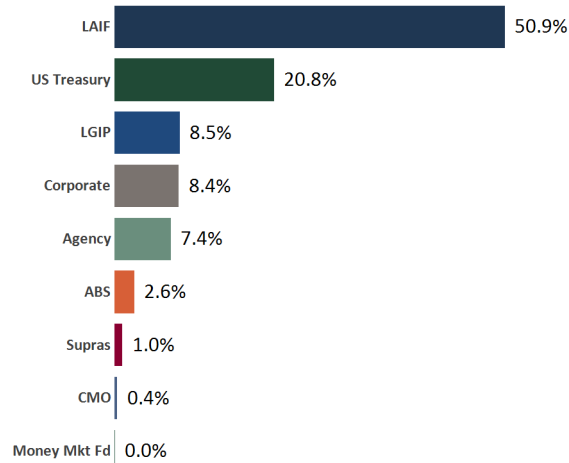
## ACCOUNT SUMMARY

	Beg. Values as of 9/30/22	End Values as of 10/31/22
Market Value	74,264,241	74,304,137
Accrued Interest	215,699	188,611
Total Market Value	<b>74,479,940</b>	<b>74,492,749</b>
Income Earned	92,056	110,973
Cont/WD		
Par	69,859,488	70,009,147
Book Value	75,930,460	76,066,229
Cost Value	76,098,493	76,236,683

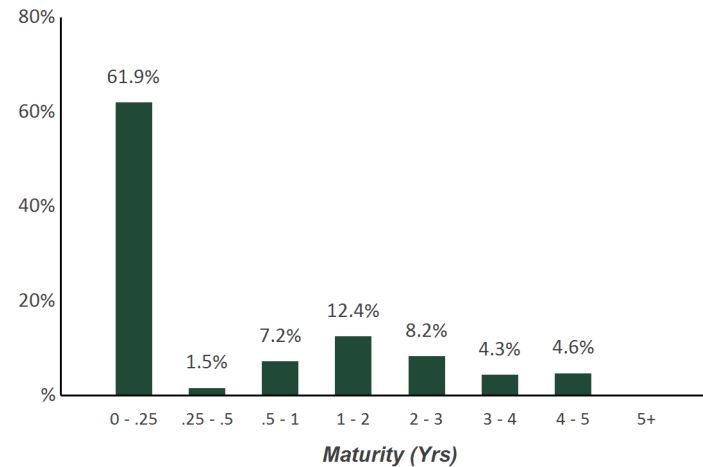
## TOP ISSUERS

Local Agency Investment Fund	50.9%
Government of United States	20.8%
CalTrust	8.5%
Federal Home Loan Mortgage Corp	2.7%
Federal Home Loan Bank	2.1%
Federal National Mortgage Assoc	1.5%
Federal Farm Credit Bank	1.5%
John Deere ABS	0.8%
<b>Total</b>	<b>88.8%</b>

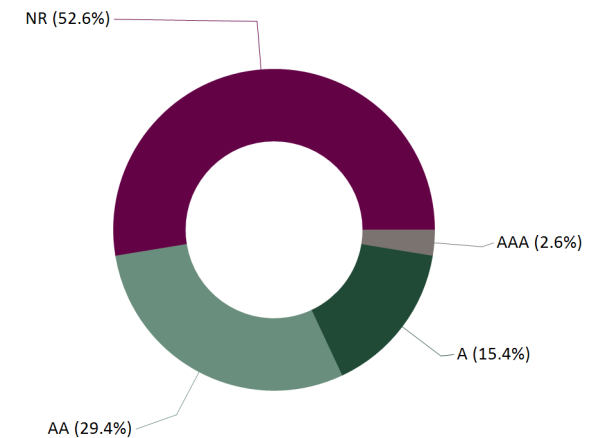
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)





## Holdings Report

As of October 31, 2022



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
<b>ABS</b>									
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	3,035.39	08/20/2019 1.79%	3,035.36 3,035.39	99.89 4.78%	3,032.16 2.40	0.00% (3.23)	Aaa / AAA NR	0.79 0.04
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	9,586.52	10/01/2019 1.95%	9,585.78 9,586.28	99.64 4.59%	9,552.33 5.68	0.01% (33.95)	NR / AAA AAA	1.48 0.13
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	60,521.11	07/06/2020 0.70%	61,854.46 61,052.74	99.28 4.64%	60,083.36 44.65	0.08% (969.38)	Aaa / AAA NR	1.54 0.24
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	22,223.20	10/16/2019 1.94%	22,222.02 22,222.78	99.53 4.54%	22,118.31 19.06	0.03% (104.47)	Aaa / AAA NR	1.71 0.18
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	51,340.42	09/22/2020 0.38%	51,332.87 51,337.90	97.67 5.08%	50,142.34 6.86	0.07% (1,195.56)	NR / AAA AAA	1.97 0.49
58769KAD6	Mercedes-Benz Auto Lease Trust 2021- B A3 0.4% Due 11/15/2024	80,000.00	06/22/2021 0.40%	79,993.96 79,997.14	96.29 5.51%	77,031.92 14.22	0.10% (2,965.22)	NR / AAA AAA	2.04 0.73
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	50,000.00	09/08/2021 0.34%	49,994.84 49,997.40	96.93 5.38%	48,463.20 2.75	0.07% (1,534.20)	Aaa / NR AAA	2.16 0.61
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	40,507.46	10/06/2020 0.36%	40,499.91 40,503.55	98.20 4.48%	39,777.96 6.30	0.05% (725.59)	NR / AAA AAA	2.21 0.43
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	91,398.64	08/04/2020 0.48%	91,379.45 91,388.87	98.35 4.68%	89,887.36 13.13	0.12% (1,501.51)	Aaa / NR AAA	2.31 0.39
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	85,000.00	01/11/2022 1.11%	84,987.29 84,991.86	95.87 5.52%	81,485.25 15.58	0.11% (3,506.61)	NR / AAA AAA	2.40 0.94
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	64,816.65	02/17/2021 0.27%	64,815.46 64,816.11	96.91 5.40%	62,816.41 4.86	0.08% (1,999.70)	Aaa / NR AAA	2.47 0.60
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	60,000.00	03/02/2021 0.37%	59,988.47 59,993.74	95.74 5.80%	57,443.10 9.60	0.08% (2,550.64)	Aaa / NR AAA	2.88 0.78
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	85,000.00	11/16/2021 0.89%	84,982.08 84,987.25	94.28 5.08%	80,138.68 20.78	0.11% (4,848.57)	Aaa / NR AAA	3.23 1.38
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	70,000.00	07/13/2021 0.52%	69,993.76 69,995.95	94.20 5.19%	65,941.61 16.18	0.09% (4,054.34)	Aaa / NR AAA	3.38 1.26



## Holdings Report

As of October 31, 2022



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
<b>ABS</b>									
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	65,000.00	11/09/2021 0.71%	64,998.62 64,999.03	94.14 5.17%	61,192.43 20.51	0.08% (3,806.60)	NR / AAA AAA	3.46 1.33
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	165,000.00	02/15/2022 1.89%	164,975.18 164,980.47	94.65 5.10%	156,166.89 137.87	0.21% (8,813.58)	Aaa / AAA NR	3.54 1.69
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	105,000.00	08/15/2022 3.76%	104,993.74 104,994.13	97.23 5.13%	102,095.70 141.43	0.14% (2,898.43)	NR / AAA AAA	3.72 2.04
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	115,000.00	04/07/2022 2.95%	114,997.31 114,997.77	96.01 5.82%	110,416.33 149.76	0.15% (4,581.44)	Aaa / AAA NR	3.88 1.40
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	130,000.00	03/10/2022 2.34%	129,971.24 129,976.41	95.04 5.35%	123,553.30 134.04	0.17% (6,423.11)	Aaa / NR AAA	3.88 1.67
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	135,000.00	07/12/2022 3.77%	134,987.11 134,988.14	97.17 4.99%	131,183.82 224.40	0.18% (3,804.32)	Aaa / NR AAA	4.30 2.34
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 89,999.44	96.75 5.40%	87,072.76 136.50	0.12% (2,926.68)	Aaa / NR AAA	4.46 1.90
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	185,000.00	05/17/2022 3.42%	184,959.08 184,965.14	96.01 5.12%	177,616.84 278.73	0.24% (7,348.30)	NR / AAA AAA	4.55 2.37
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	220,000.00	10/12/2022 5.15%	219,982.93 219,983.10	99.61 5.31%	219,141.12 373.27	0.29% (841.98)	Aaa / NR AAA	4.62 2.29
<b>Total ABS</b>		<b>1,983,429.39</b>	<b>2.26%</b>	<b>1,984,530.30</b> <b>1,983,790.59</b>	<b>5.21%</b>	<b>1,916,353.18</b> <b>1,778.56</b>	<b>2.57%</b> <b>(67,437.41)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>3.46</b> <b>1.48</b>
<b>AGENCY</b>									
3130ADRG9	FHLB Note 2.75% Due 3/10/2023	350,000.00	04/11/2019 2.34%	355,330.50 350,481.54	99.39 4.46%	347,872.35 1,363.54	0.47% (2,609.19)	Aaa / AA+ NR	0.36 0.35
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	305,000.00	05/05/2020 0.39%	304,871.90 304,978.32	97.87 4.63%	298,511.13 559.17	0.40% (6,467.19)	Aaa / AA+ AAA	0.51 0.50
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	245,000.00	05/20/2020 0.35%	244,262.55 244,863.96	97.63 4.60%	239,188.85 270.52	0.32% (5,675.11)	Aaa / AA+ AAA	0.56 0.55
3137EAES4	FHLMC Note 0.25% Due 6/26/2023	300,000.00	06/24/2020 0.35%	299,124.00 299,810.40	97.24 4.59%	291,718.80 260.42	0.39% (8,091.60)	Aaa / AA+ AAA	0.65 0.64



## Holdings Report

As of October 31, 2022



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
<b>AGENCY</b>									
3135G05G4	FNMA Note 0.25% Due 7/10/2023	250,000.00	07/08/2020 0.32%	249,462.50 249,876.79	97.02 4.68%	242,550.75 192.71	0.33% (7,326.04)	Aaa / AA+ AAA	0.69 0.68
3137EAEV7	FHLMC Note 0.25% Due 8/24/2023	300,000.00	08/19/2020 0.28%	299,694.00 299,917.51	96.45 4.75%	289,344.90 139.58	0.39% (10,572.61)	Aaa / AA+ AAA	0.81 0.79
3137EAEW5	FHLMC Note 0.25% Due 9/8/2023	300,000.00	09/11/2020 0.24%	300,093.00 300,026.56	96.33 4.70%	288,975.60 110.42	0.39% (11,050.96)	Aaa / AA+ AAA	0.85 0.83
3135G0U43	FNMA Note 2.875% Due 9/12/2023	350,000.00	09/25/2019 1.63%	366,702.00 353,635.89	98.44 4.73%	344,541.75 1,369.62	0.46% (9,094.14)	Aaa / AA+ AAA	0.87 0.84
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	225,000.00	10/14/2020 0.25%	224,160.75 224,732.51	95.67 4.80%	215,264.93 11.72	0.29% (9,467.58)	Aaa / AA+ AAA	0.96 0.94
3137EAEZ8	FHLMC Note 0.25% Due 11/6/2023	335,000.00	11/03/2020 0.28%	334,698.50 334,898.22	95.54 4.80%	320,074.08 407.12	0.43% (14,824.14)	Aaa / AA+ AAA	1.02 0.99
3130A0F70	FHLB Note 3.375% Due 12/8/2023	350,000.00	10/30/2019 1.72%	372,781.50 356,109.52	98.49 4.79%	344,725.85 4,692.19	0.47% (11,383.67)	Aaa / AA+ AAA	1.10 1.05
3130AT3H8	FHLB Note 3.375% Due 3/8/2024	700,000.00	08/25/2022 3.46%	699,160.00 699,260.50	98.15 4.80%	687,017.80 4,396.88	0.93% (12,242.70)	Aaa / AA+ NR	1.35 1.30
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	155,000.00	03/24/2020 0.99%	167,010.95 159,603.42	97.09 4.76%	150,490.12 1,695.85	0.20% (9,113.30)	Aaa / AA+ NR	1.62 1.54
3133ENKS8	FFCB Note 1.125% Due 1/6/2025	750,000.00	Various 1.60%	740,054.10 742,483.66	92.78 4.65%	695,835.00 2,695.31	0.94% (46,648.66)	Aaa / AA+ AAA	2.19 2.10
3133ENPG9	FFCB Note 1.75% Due 2/14/2025	415,000.00	02/10/2022 1.84%	413,891.95 414,154.04	93.89 4.60%	389,630.64 1,553.37	0.53% (24,523.40)	Aaa / AA+ AAA	2.29 2.19
3135G06G3	FNMA Note 0.5% Due 11/7/2025	350,000.00	11/18/2020 0.52%	349,639.50 349,781.00	88.82 4.50%	310,871.40 845.83	0.42% (38,909.60)	Aaa / AA+ AAA	3.02 2.92
<b>Total Agency</b>		<b>5,680,000.00</b>	<b>1.30%</b>	<b>5,720,937.70</b> <b>5,684,613.84</b>	<b>4.68%</b>	<b>5,456,613.95</b> <b>20,564.25</b>	<b>7.35%</b> <b>(227,999.89)</b>	<b>Aaa / AA+ AAA</b>	<b>1.28</b> <b>1.24</b>
<b>CMO</b>									
3137B4GY6	FHLMC K032 A2 3.31% Due 5/25/2023	275,000.00	07/23/2019 2.21%	285,881.84 276,594.55	98.94 5.01%	272,097.65 151.71	0.37% (4,496.90)	NR / NR AAA	0.56 0.50
<b>Total CMO</b>		<b>275,000.00</b>	<b>2.21%</b>	<b>285,881.84</b> <b>276,594.55</b>	<b>5.01%</b>	<b>272,097.65</b> <b>151.71</b>	<b>0.37%</b> <b>(4,496.90)</b>	<b>NR / NR AAA</b>	<b>0.56</b> <b>0.50</b>



## Holdings Report

As of October 31, 2022



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
<b>CORPORATE</b>									
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	500,000.00	Various 0.63%	512,557.50 501,586.00	99.47 4.71%	497,359.51 3,286.11	0.67% (4,226.49)	A2 / A NR	0.25 0.25
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	200,000.00	03/11/2019 2.79%	196,968.00 199,633.03	98.89 4.66%	197,771.20 2,373.33	0.27% (1,861.83)	Aaa / AA+ NR	0.50 0.49
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	05/17/2019 2.70%	256,695.00 251,048.61	98.79 5.10%	246,984.50 2,290.28	0.33% (4,064.11)	A1 / AA- AA-	0.73 0.70
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	200,000.00	04/11/2019 2.90%	194,298.00 198,963.27	98.06 4.72%	196,117.40 916.67	0.26% (2,845.87)	A1 / A AA-	0.79 0.77
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	03/05/2020 1.06%	213,320.00 203,897.59	97.78 4.70%	195,553.60 1,357.64	0.26% (8,343.99)	Aaa / AAA AAA	1.27 1.21
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	500,000.00	Various 1.53%	523,124.00 511,402.95	97.21 5.40%	486,030.00 2,256.95	0.66% (25,372.95)	A1 / A AA-	1.36 1.30
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	245,000.00	Various 0.58%	246,097.00 245,522.33	94.33 5.06%	231,101.64 219.48	0.31% (14,420.69)	A2 / A A	1.38 1.34
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	130,000.00	05/10/2021 0.50%	129,810.20 129,903.37	93.76 4.73%	121,883.19 274.63	0.16% (8,020.18)	A1 / AA AA-	1.53 1.49
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%	493,760.00 496,101.74	93.55 4.96%	467,727.00 1,268.06	0.63% (28,374.74)	A3 / A+ A	1.54 1.49
14913R2L0	Caterpillar Financial Service Note 0.45% Due 5/17/2024	500,000.00	Various 0.66%	497,344.65 498,420.79	93.34 4.99%	466,688.51 1,025.00	0.63% (31,732.28)	A2 / A A	1.55 1.50
89236TJH9	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	300,000.00	12/06/2021 1.07%	295,710.00 297,234.51	93.00 5.03%	278,990.70 554.17	0.38% (18,243.81)	A1 / A+ A+	1.63 1.58
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 34,989.90	93.12 4.88%	32,591.37 64.41	0.04% (2,398.53)	A2 / A+ NR	1.71 1.66
69371RR40	Paccar Financial Corp Note 0.5% Due 8/9/2024	80,000.00	08/03/2021 0.52%	79,956.80 79,974.50	92.20 5.16%	73,757.52 91.11	0.10% (6,216.98)	A1 / A+ NR	1.78 1.72
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	500,000.00	Various 0.88%	524,067.75 513,491.91	94.06 5.42%	470,310.00 5,625.00	0.64% (43,181.91)	A1 / A AA-	2.01 1.89



## Holdings Report

As of October 31, 2022



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
<b>CORPORATE</b>									
69371RR57	Paccar Financial Corp Note 0.9% Due 11/8/2024	175,000.00	11/02/2021 0.90%	174,989.50 174,992.93	92.22 5.00%	161,386.75 756.88	0.22% (13,606.18)	A1 / A+ NR	2.02 1.95
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	500,000.00	Various 1.01%	531,052.10 514,436.71	96.58 5.50%	482,901.50 2,683.33	0.65% (31,535.21)	A1 / A- AA-	2.33 2.19
24422EWB1	John Deere Capital Corp Note 2.125% Due 3/7/2025	130,000.00	03/02/2022 2.14%	129,944.10 129,956.29	93.81 4.95%	121,953.52 414.38	0.16% (8,002.77)	A2 / A A	2.35 2.24
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%	279,960.80 279,967.57	96.17 5.01%	269,284.68 156.33	0.36% (10,682.89)	A1 / A AA-	2.48 2.34
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	95,000.00	04/27/2022 3.46%	94,974.35 94,978.43	95.78 5.19%	90,993.28 1,611.44	0.12% (3,985.15)	A2 / A- A	2.62 2.42
931142EW9	Wal-Mart Stores Note 3.9% Due 9/9/2025	80,000.00	09/06/2022 3.92%	79,944.00 79,946.71	97.92 4.68%	78,338.08 450.67	0.11% (1,608.63)	Aa2 / AA AA	2.86 2.65
437076CR1	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	110,000.00	09/12/2022 4.01%	109,960.40 109,961.96	97.85 4.81%	107,640.06 513.33	0.15% (2,321.90)	A2 / A A	2.88 2.66
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	92.24 5.25%	83,014.02 371.03	0.11% (6,985.98)	A1 / A AA-	3.27 3.08
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	97.04 5.58%	169,824.90 2,297.26	0.23% (5,175.10)	A1 / A- A	3.71 3.31
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 39,941.37	87.02 4.76%	34,806.28 51.33	0.05% (5,135.09)	Aa2 / AA AA	3.88 3.71
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	450,000.00	10/05/2022 4.71%	436,909.50 437,104.76	95.68 5.08%	430,549.20 8,550.00	0.59% (6,555.56)	A2 / A+ A+	4.53 3.99
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	225,000.00	09/27/2022 4.70%	217,588.50 217,723.93	96.84 4.68%	217,883.25 1,283.75	0.29% 159.32	Aa2 / AA AA	4.86 4.33
<b>Total Corporate</b>		<b>6,490,000.00</b>	<b>1.86%</b>	<b>6,558,938.70</b> <b>6,506,181.16</b>	<b>5.06%</b>	<b>6,211,441.66</b> <b>40,742.57</b>	<b>8.39%</b> <b>(294,739.50)</b>	<b>A1 / A+ A+</b>	<b>1.97</b> <b>1.84</b>



## Holdings Report

As of October 31, 2022



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
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	37,871,483.44	Various 1.84%	37,871,483.44 37,871,483.44	1.00 1.84%	37,871,483.44 56,781.12	50.92% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>37,871,483.44</b>	<b>1.84%</b>	<b>37,871,483.44</b> <b>37,871,483.44</b>	<b>1.84%</b>	<b>37,871,483.44</b> <b>56,781.12</b>	<b>50.92%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>

<b>LOCAL GOV INVESTMENT POOL</b>									
09CATR\$05	CalTrust Medium Term Fund	659,482.47	Various 0.37%	6,632,739.74 6,632,739.74	9.64 0.37%	6,357,410.96 0.00	8.53% (275,328.78)	NR / A+ NR	0.00 0.00
<b>Total Local Gov Investment Pool</b>		<b>659,482.47</b>	<b>0.37%</b>	<b>6,632,739.74</b> <b>6,632,739.74</b>	<b>0.37%</b>	<b>6,357,410.96</b> <b>0.00</b>	<b>8.53%</b> <b>(275,328.78)</b>	<b>NR / A+</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>

<b>MONEY MARKET FUND</b>									
31846V203	First American Govt Obligation Fund Class Y	4,751.21	Various 2.61%	4,751.21 4,751.21	1.00 2.61%	4,751.21 0.00	0.01% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund</b>		<b>4,751.21</b>	<b>2.61%</b>	<b>4,751.21</b> <b>4,751.21</b>	<b>2.61%</b>	<b>4,751.21</b> <b>0.00</b>	<b>0.01%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>

<b>SUPRANATIONAL</b>									
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	165,000.00	11/17/2020 0.32%	164,645.25 164,874.30	95.41 4.72%	157,430.96 179.90	0.21% (7,443.34)	Aaa / AAA AAA	1.07 1.04
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	225,000.00	01/26/2021 0.26%	240,736.50 231,920.76	97.14 4.65%	218,571.75 656.25	0.29% (13,349.01)	Aaa / AAA AAA	1.38 1.33
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 9/23/2024	260,000.00	09/15/2021 0.52%	259,807.60 259,878.52	92.58 4.64%	240,708.00 137.22	0.32% (19,170.52)	Aaa / AAA NR	1.90 1.84



## Holdings Report

As of October 31, 2022



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
<b>SUPRANATIONAL</b>									
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	160,000.00	07/12/2021 0.54%	164,304.00 162,586.02	93.96 4.64%	150,335.36 91.67	0.20% (12,250.66)	Aaa / AAA NR	1.96 1.89
<b>Total Supranational</b>		<b>810,000.00</b>	<b>0.41%</b>	<b>829,493.35</b> <b>819,259.60</b>	<b>4.66%</b>	<b>767,046.07</b> <b>1,065.04</b>	<b>1.03%</b> <b>(52,213.53)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>1.59</b> <b>1.54</b>
<b>US TREASURY</b>									
912828M80	US Treasury Note 2% Due 11/30/2022	550,000.00	Various 0.75%	558,711.48 550,543.80	99.87 3.57%	549,279.50 4,628.41	0.74% (1,264.30)	Aaa / AA+ AAA	0.08 0.08
912828YW4	US Treasury Note 1.625% Due 12/15/2022	750,000.00	02/15/2022 1.00%	753,837.89 750,559.16	99.76 3.58%	748,186.50 4,628.59	1.01% (2,372.66)	Aaa / AA+ AAA	0.12 0.12
912828P38	US Treasury Note 1.75% Due 1/31/2023	450,000.00	08/29/2022 3.07%	447,539.06 448,545.81	99.42 4.10%	447,367.95 1,990.15	0.60% (1,177.86)	Aaa / AA+ AAA	0.25 0.25
912828ZD5	US Treasury Note 0.5% Due 3/15/2023	325,000.00	12/28/2021 0.47%	325,101.56 325,030.86	98.62 4.26%	320,505.90 210.98	0.43% (4,524.96)	Aaa / AA+ AAA	0.37 0.37
912828VB3	US Treasury Note 1.75% Due 5/15/2023	750,000.00	Various 0.79%	761,337.89 753,815.51	98.54 4.51%	739,043.25 6,063.18	1.00% (14,772.26)	Aaa / AA+ AAA	0.54 0.52
912828ZU7	US Treasury Note 0.25% Due 6/15/2023	750,000.00	02/15/2022 1.36%	739,130.86 744,924.74	97.39 4.55%	730,400.25 712.09	0.98% (14,524.49)	Aaa / AA+ AAA	0.62 0.61
912828T26	US Treasury Note 1.375% Due 9/30/2023	750,000.00	Various 1.05%	750,579.29 752,253.88	97.15 4.59%	728,642.25 906.60	0.98% (23,611.63)	Aaa / AA+ AAA	0.92 0.89
912828V80	US Treasury Note 2.25% Due 1/31/2024	750,000.00	Various 0.83%	776,144.53 763,089.95	97.09 4.67%	728,173.50 4,264.61	0.98% (34,916.45)	Aaa / AA+ AAA	1.25 1.20
912828B66	US Treasury Note 2.75% Due 2/15/2024	750,000.00	02/15/2022 1.58%	767,255.86 761,148.85	97.57 4.71%	731,777.25 4,371.60	0.99% (29,371.60)	Aaa / AA+ AAA	1.29 1.24
912828W71	US Treasury Note 2.125% Due 3/31/2024	750,000.00	Various 0.67%	775,839.84 765,302.70	96.57 4.66%	724,277.25 1,401.10	0.97% (41,025.45)	Aaa / AA+ AAA	1.42 1.37
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	500,000.00	Various 0.37%	500,162.11 500,067.85	94.00 4.69%	470,000.00 87.57	0.63% (30,067.85)	Aaa / AA+ AAA	1.46 1.42
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	750,000.00	Various 1.10%	779,783.21 765,780.04	96.79 4.69%	725,889.00 8,661.68	0.99% (39,891.04)	Aaa / AA+ AAA	1.54 1.47



## Holdings Report

As of October 31, 2022



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<b>US TREASURY</b>									
91282CCG4	US Treasury Note 0.25% Due 6/15/2024	400,000.00	06/17/2021 0.43%	397,890.63	93.19	372,765.60	0.50%	Aaa / AA+ AAA	1.62
				398,857.50	4.65%	379.78	(26,091.90)		1.58
912828Y87	US Treasury Note 1.75% Due 7/31/2024	300,000.00	01/31/2020 1.35%	305,203.13	95.20	285,609.30	0.39%	Aaa / AA+ AAA	1.75
				302,020.45	4.63%	1,326.77	(16,411.15)		1.68
91282CCT6	US Treasury Note 0.375% Due 8/15/2024	400,000.00	08/25/2021 0.45%	399,109.38	92.78	371,109.20	0.50%	Aaa / AA+ AAA	1.79
				399,463.99	4.62%	317.93	(28,354.79)		1.74
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	750,000.00	11/18/2021 0.83%	748,125.00	92.68	695,127.00	0.94%	Aaa / AA+ AAA	2.04
				748,720.81	4.54%	2,598.51	(53,593.81)		1.98
912828Z52	US Treasury Note 1.375% Due 1/31/2025	750,000.00	02/17/2022 1.71%	742,822.27	93.45	700,869.00	0.94%	Aaa / AA+ AAA	2.25
				744,526.81	4.47%	2,606.15	(43,657.81)		2.17
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	350,000.00	03/25/2021 0.58%	348,906.26	91.14	318,978.45	0.43%	Aaa / AA+ AAA	2.42
				349,341.36	4.41%	153.85	(30,362.91)		2.35
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	365,000.00	02/25/2021 0.60%	359,653.32	89.78	327,701.38	0.44%	Aaa / AA+ AAA	2.58
				361,761.05	4.49%	383.95	(34,059.67)		2.52
9128284Z0	US Treasury Note 2.75% Due 8/31/2025	750,000.00	Various 0.98%	800,092.78	95.45	715,839.76	0.97%	Aaa / AA+ AAA	2.84
				786,753.79	4.48%	3,532.46	(70,914.03)		2.67
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	750,000.00	Various 0.88%	734,730.47	88.38	662,871.00	0.89%	Aaa / AA+ AAA	3.08
				738,587.55	4.45%	1,183.40	(75,716.55)		2.99
9128286L9	US Treasury Note 2.25% Due 3/31/2026	750,000.00	02/25/2022 1.91%	760,078.13	93.20	698,994.00	0.94%	Aaa / AA+ AAA	3.42
				758,416.45	4.42%	1,483.52	(59,422.45)		3.22
912828R36	US Treasury Note 1.625% Due 5/15/2026	250,000.00	10/14/2021 0.99%	257,148.44	90.96	227,392.50	0.31%	Aaa / AA+ AAA	3.54
				255,516.22	4.41%	1,876.70	(28,123.72)		3.35
912828YG9	US Treasury Note 1.625% Due 9/30/2026	300,000.00	12/28/2021 1.24%	305,296.88	90.32	270,972.60	0.36%	Aaa / AA+ AAA	3.92
				304,360.16	4.34%	428.57	(33,387.56)		3.72
912828U24	US Treasury Note 2% Due 11/15/2026	625,000.00	03/29/2022 2.56%	609,912.11	91.30	570,630.00	0.77%	Aaa / AA+ AAA	4.04
				611,839.36	4.37%	5,774.46	(41,209.36)		3.77
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	750,000.00	Various 2.90%	736,449.21	92.75	695,654.25	0.94%	Aaa / AA+ AAA	4.42
				737,589.78	4.32%	1,648.35	(41,935.53)		4.10
912828X88	US Treasury Note 2.375% Due 5/15/2027	350,000.00	06/09/2022 3.09%	338,666.02	92.05	322,177.80	0.44%	Aaa / AA+ AAA	4.54
				339,572.74	4.32%	3,840.01	(17,394.94)		4.18





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US TREASURY									
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	570,000.00	10/26/2022 4.19%	568,419.14 568,423.53	99.42 4.26%	566,704.83 2,067.03	0.76% (1,718.70)	Aaa / AA+ AAA	4.92 4.39
Total US Treasury		16,235,000.00	1.36%	16,347,926.75 16,286,814.70	4.42%	15,446,939.27 67,528.00	20.83% (839,875.43)	Aaa / AA+ AAA	2.00 1.90
TOTAL PORTFOLIO				76,236,683.03 76,066,228.83	2.86%	74,304,137.39 188,611.25	100.00% (1,762,091.44)	Aa1 / AA AAA	0.78 0.70
TOTAL MARKET VALUE PLUS ACCRUED						74,492,748.64			





Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	10/03/2022	31846V203	355.30	First American Govt Obligation Fund Class Y	1.000	2.45%	355.30	0.00	355.30	0.00
Purchase	10/07/2022	665859AW4	450,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	97.091	4.71%	436,909.50	7,350.00	444,259.50	0.00
Purchase	10/14/2022	31846V203	201,173.84	First American Govt Obligation Fund Class Y	1.000	2.45%	201,173.84	0.00	201,173.84	0.00
Purchase	10/14/2022	90LAIF\$00	128,443.51	Local Agency Investment Fund State Pool	1.000	1.60%	128,443.51	0.00	128,443.51	0.00
Purchase	10/15/2022	31846V203	937.50	First American Govt Obligation Fund Class Y	1.000	2.45%	937.50	0.00	937.50	0.00
Purchase	10/16/2022	31846V203	1,241.43	First American Govt Obligation Fund Class Y	1.000	2.45%	1,241.43	0.00	1,241.43	0.00
Purchase	10/17/2022	31846V203	30.33	First American Govt Obligation Fund Class Y	1.000	2.45%	30.33	0.00	30.33	0.00
Purchase	10/17/2022	31846V203	420.75	First American Govt Obligation Fund Class Y	1.000	2.45%	420.75	0.00	420.75	0.00
Purchase	10/17/2022	31846V203	26.67	First American Govt Obligation Fund Class Y	1.000	2.45%	26.67	0.00	26.67	0.00
Purchase	10/17/2022	31846V203	280.79	First American Govt Obligation Fund Class Y	1.000	2.45%	280.79	0.00	280.79	0.00
Purchase	10/17/2022	31846V203	38.46	First American Govt Obligation Fund Class Y	1.000	2.45%	38.46	0.00	38.46	0.00
Purchase	10/17/2022	31846V203	522.63	First American Govt Obligation Fund Class Y	1.000	2.45%	522.63	0.00	522.63	0.00
Purchase	10/17/2022	31846V203	273.00	First American Govt Obligation Fund Class Y	1.000	2.45%	273.00	0.00	273.00	0.00
Purchase	10/17/2022	31846V203	258.50	First American Govt Obligation Fund Class Y	1.000	2.45%	258.50	0.00	258.50	0.00
Purchase	10/17/2022	31846V203	18.00	First American Govt Obligation Fund Class Y	1.000	2.45%	18.00	0.00	18.00	0.00
Purchase	10/17/2022	31846V203	251.33	First American Govt Obligation Fund Class Y	1.000	2.45%	251.33	0.00	251.33	0.00





Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	10/17/2022	31846V203	4,788.01	First American Govt Obligation Fund Class Y	1.000	2.45%	4,788.01	0.00	4,788.01	0.00
Purchase	10/17/2022	31846V203	4,426.80	First American Govt Obligation Fund Class Y	1.000	2.45%	4,426.80	0.00	4,426.80	0.00
Purchase	10/17/2022	31846V203	10,180.62	First American Govt Obligation Fund Class Y	1.000	2.45%	10,180.62	0.00	10,180.62	0.00
Purchase	10/17/2022	31846V203	3,848.12	First American Govt Obligation Fund Class Y	1.000	2.45%	3,848.12	0.00	3,848.12	0.00
Purchase	10/18/2022	31846V203	326.37	First American Govt Obligation Fund Class Y	1.000	2.45%	326.37	0.00	326.37	0.00
Purchase	10/18/2022	31846V203	4,730.80	First American Govt Obligation Fund Class Y	1.000	2.45%	4,730.80	0.00	4,730.80	0.00
Purchase	10/19/2022	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	99.992	5.15%	219,982.93	0.00	219,982.93	0.00
Purchase	10/20/2022	31846V203	14,235.23	First American Govt Obligation Fund Class Y	1.000	2.45%	14,235.23	0.00	14,235.23	0.00
Purchase	10/20/2022	31846V203	3,972.62	First American Govt Obligation Fund Class Y	1.000	2.45%	3,972.62	0.00	3,972.62	0.00
Purchase	10/21/2022	31846V203	62.33	First American Govt Obligation Fund Class Y	1.000	2.45%	62.33	0.00	62.33	0.00
Purchase	10/21/2022	31846V203	4,933.22	First American Govt Obligation Fund Class Y	1.000	2.45%	4,933.22	0.00	4,933.22	0.00
Purchase	10/25/2022	31846V203	4,663.94	First American Govt Obligation Fund Class Y	1.000	2.45%	4,663.94	0.00	4,663.94	0.00
Purchase	10/25/2022	31846V203	501,562.50	First American Govt Obligation Fund Class Y	1.000	2.45%	501,562.50	0.00	501,562.50	0.00
Purchase	10/25/2022	31846V203	758.54	First American Govt Obligation Fund Class Y	1.000	2.45%	758.54	0.00	758.54	0.00
Purchase	10/25/2022	31846V203	13.75	First American Govt Obligation Fund Class Y	1.000	2.45%	13.75	0.00	13.75	0.00
Purchase	10/25/2022	31846V203	77.92	First American Govt Obligation Fund Class Y	1.000	2.45%	77.92	0.00	77.92	0.00





Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	10/27/2022	91282CFM8	570,000.00	US Treasury Note 4.125% Due 9/30/2027	99.723	4.19%	568,419.14	1,744.06	570,163.20	0.00
Purchase	10/31/2022	09CATR\$05	1,123.88	CalTrust Medium Term Fund	9.640	0.37%	10,834.21	0.00	10,834.21	0.00
<b>Subtotal</b>			<b>2,133,976.69</b>				<b>2,128,998.59</b>	<b>9,094.06</b>	<b>2,138,092.65</b>	<b>0.00</b>
Short Sale	10/19/2022	31846V203	-219,982.93	First American Govt Obligation Fund Class Y	1.000		-219,982.93	0.00	-219,982.93	0.00
<b>Subtotal</b>			<b>-219,982.93</b>				<b>-219,982.93</b>	<b>0.00</b>	<b>-219,982.93</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>1,913,993.76</b>				<b>1,909,015.66</b>	<b>9,094.06</b>	<b>1,918,109.72</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Closing Purchase	10/19/2022	31846V203	-219,982.93	First American Govt Obligation Fund Class Y	1.000		-219,982.93	0.00	-219,982.93	0.00
<b>Subtotal</b>			<b>-219,982.93</b>				<b>-219,982.93</b>	<b>0.00</b>	<b>-219,982.93</b>	<b>0.00</b>
Sale	10/07/2022	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	99.635	1.83%	199,270.00	1,120.00	200,390.00	-931.48
Sale	10/07/2022	31846V203	43,317.50	First American Govt Obligation Fund Class Y	1.000	2.45%	43,317.50	0.00	43,317.50	0.00
Sale	10/07/2022	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	99.631	2.72%	199,262.00	1,290.00	200,552.00	-727.78
Sale	10/14/2022	912828M80	200,000.00	US Treasury Note 2% Due 11/30/2022	99.844	1.13%	199,687.50	1,486.34	201,173.84	-632.99
Sale	10/19/2022	31846V203	219,982.93	First American Govt Obligation Fund Class Y	1.000	2.45%	219,982.93	0.00	219,982.93	0.00
Sale	10/27/2022	31846V203	570,163.20	First American Govt Obligation Fund Class Y	1.000	2.45%	570,163.20	0.00	570,163.20	0.00
<b>Subtotal</b>			<b>1,433,463.63</b>				<b>1,431,683.13</b>	<b>3,896.34</b>	<b>1,435,579.47</b>	<b>-2,292.25</b>
Paydown	10/17/2022	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



## Transaction Ledger

As of October 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	10/17/2022	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	10/17/2022	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	10/17/2022	43815NAC8	4,776.42	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		4,776.42	11.59	4,788.01	0.00
Paydown	10/17/2022	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	10/17/2022	47788UAC6	0.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		0.00	18.00	18.00	0.00
Paydown	10/17/2022	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	30.33	30.33	0.00
Paydown	10/17/2022	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	10/17/2022	58769KAD6	0.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		0.00	26.67	26.67	0.00
Paydown	10/17/2022	65479JAD5	4,384.01	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		4,384.01	42.79	4,426.80	0.00
Paydown	10/17/2022	89232HAC9	10,082.95	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		10,082.95	97.67	10,180.62	0.00
Paydown	10/17/2022	89236XAC0	3,835.19	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		3,835.19	12.93	3,848.12	0.00
Paydown	10/17/2022	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	10/17/2022	89238JAC9	0.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		0.00	38.46	38.46	0.00





Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	10/18/2022	43813KAC6	4,713.52	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		4,713.52	17.28	4,730.80	0.00
Paydown	10/18/2022	43815PAC3	0.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	100.000		0.00	326.37	326.37	0.00
Paydown	10/20/2022	92290BAA9	14,193.87	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		14,193.87	41.36	14,235.23	0.00
Paydown	10/20/2022	92348AAA3	3,950.73	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		3,950.73	21.89	3,972.62	0.00
Paydown	10/21/2022	43813GAC5	4,917.53	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		4,917.53	15.69	4,933.22	0.00
Paydown	10/21/2022	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	62.33	62.33	0.00
Paydown	10/25/2022	05601XAC3	0.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		0.00	77.92	77.92	0.00
Paydown	10/25/2022	09690AAC7	0.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		0.00	13.75	13.75	0.00
Paydown	10/25/2022	3137B4GY6	0.00	FHLMC K032 A2Due 5/25/2023	100.000		0.00	758.54	758.54	0.00
<b>Subtotal</b>			<b>50,854.22</b>				<b>50,854.22</b>	<b>3,620.57</b>	<b>54,474.79</b>	<b>0.00</b>
Maturity	10/25/2022	55380TXW5	500,000.00	MUFG Bank Yankee CD 0.3% Due 10/25/2022	100.000		500,000.00	1,562.50	501,562.50	0.00
<b>Subtotal</b>			<b>500,000.00</b>				<b>500,000.00</b>	<b>1,562.50</b>	<b>501,562.50</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>1,764,334.92</b>				<b>1,762,554.42</b>	<b>9,079.41</b>	<b>1,771,633.83</b>	<b>-2,292.25</b>
<b>OTHER TRANSACTIONS</b>										
Interest	10/15/2022	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.000		937.50	0.00	937.50	0.00
Interest	10/16/2022	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	0.000		140.63	0.00	140.63	0.00





Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	10/16/2022	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.000		1,100.80	0.00	1,100.80	0.00
Interest	10/25/2022	06406RBC0	280,000.00	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	0.000		4,663.94	0.00	4,663.94	0.00
<b>Subtotal</b>			<b>1,165,000.00</b>				<b>6,842.87</b>	<b>0.00</b>	<b>6,842.87</b>	<b>0.00</b>
Dividend	10/03/2022	31846V203	73,805.54	First American Govt Obligation Fund Class Y	0.000		355.30	0.00	355.30	0.00
Dividend	10/15/2022	90LAIF\$00	3,471,853,773.48	Local Agency Investment Fund State Pool	0.000		128,443.51	0.00	128,443.51	0.00
Dividend	10/31/2022	09CATR\$05	658,358.59	CalTrust Medium Term Fund	0.000		10,834.21	0.00	10,834.21	0.00
<b>Subtotal</b>			<b>3,472,585,937.61</b>				<b>139,633.02</b>	<b>0.00</b>	<b>139,633.02</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>3,473,750,937.61</b>				<b>146,475.89</b>	<b>0.00</b>	<b>146,475.89</b>	<b>0.00</b>



## Income Earned

As of October 31, 2022



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
<b>FIXED INCOME</b>						
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 130,000.00	129,898.00 0.00 0.00 129,903.37	225.88 0.00 274.63 48.75	5.37 0.00 5.37 54.12	54.12
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 05/17/2027	05/17/2022 05/24/2022 185,000.00	184,963.97 0.00 0.00 184,965.14	278.73 522.63 278.73 522.63	1.17 0.00 1.17 523.80	523.80
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	03/11/2019 03/13/2019 200,000.00	199,570.87 0.00 0.00 199,633.03	1,973.33 0.00 2,373.33 400.00	62.16 0.00 62.16 462.16	462.16
037833DE7	Apple Inc Callable Note Cont 12/13/2022 Due 01/13/2023	11/21/2019 11/25/2019 0.00	200,219.52 0.00 200,201.48 0.00	1,040.00 1,120.00 0.00 80.00	0.00 18.04 (18.04) 61.96	61.96
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 85,000.00	84,991.36 0.00 0.00 84,991.86	15.58 77.92 15.58 77.92	0.50 0.00 0.50 78.42	78.42
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 08/16/2023	04/11/2019 04/15/2019 200,000.00	198,851.68 0.00 0.00 198,963.27	550.00 0.00 916.67 366.67	111.59 0.00 111.59 478.26	478.26
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 04/25/2025	04/19/2022 04/26/2022 280,000.00	279,966.46 0.00 0.00 279,967.57	4,038.61 4,663.94 156.33 781.66	1.11 0.00 1.11 782.77	782.77
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 50,000.00	49,997.21 0.00 0.00 49,997.40	2.75 13.75 2.75 13.75	0.19 0.00 0.19 13.94	13.94
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	Various Various 500,000.00	498,333.84 0.00 0.00 498,420.79	837.51 0.00 1,025.00 187.49	86.95 0.00 86.95 274.44	274.44



## Income Earned

As of October 31, 2022



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
24422EWB1	John Deere Capital Corp Note 2.125% Due 03/07/2025	03/02/2022 03/07/2022 130,000.00	129,954.71 0.00 0.00 129,956.29	184.17 0.00 414.38 230.21	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	356,580.65 0.00 0.00 356,109.52	3,707.81 0.00 4,692.19 984.38	0.00 471.13 (471.13) 513.25	513.25
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	03/24/2020 03/25/2020 155,000.00	159,844.88 0.00 0.00 159,603.42	1,324.50 0.00 1,695.85 371.35	0.00 241.46 (241.46) 129.89	129.89
3130ADRG9	FHLB Note 2.75% Due 03/10/2023	04/11/2019 04/12/2019 350,000.00	350,597.25 0.00 0.00 350,481.54	561.46 0.00 1,363.54 802.08	0.00 115.71 (115.71) 686.37	686.37
3130AT3H8	FHLB Note 3.375% Due 03/08/2024	08/25/2022 08/26/2022 700,000.00	699,214.00 0.00 0.00 699,260.50	2,428.13 0.00 4,396.88 1,968.75	46.50 0.00 46.50 2,015.25	2,015.25
3133ENKS8	FFCB Note 1.125% Due 01/06/2025	Various Various 750,000.00	742,191.31 0.00 0.00 742,483.66	1,992.19 0.00 2,695.31 703.12	292.35 0.00 292.35 995.47	995.47
3133ENPG9	FFCB Note 1.75% Due 02/14/2025	02/10/2022 02/15/2022 415,000.00	414,122.67 0.00 0.00 414,154.04	948.16 0.00 1,553.37 605.21	31.37 0.00 31.37 636.58	636.58
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 245,000.00	244,843.08 0.00 0.00 244,863.96	219.48 0.00 270.52 51.04	20.88 0.00 20.88 71.92	71.92
3135G05G4	FNMA Note 0.25% Due 07/10/2023	07/08/2020 07/10/2020 250,000.00	249,861.58 0.00 0.00 249,876.79	140.63 0.00 192.71 52.08	15.21 0.00 15.21 67.29	67.29



## Income Earned

As of October 31, 2022



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
3135G06G3	FNMA Note 0.5% Due 11/07/2025	11/18/2020 11/19/2020 350,000.00	349,774.84 0.00 0.00 349,781.00	700.00 0.00 845.83 145.83	6.16 0.00 6.16 151.99	151.99
3135G0U43	FNMA Note 2.875% Due 09/12/2023	09/25/2019 09/26/2019 350,000.00	353,993.71 0.00 0.00 353,635.89	531.08 0.00 1,369.62 838.54	0.00 357.82 (357.82) 480.72	480.72
3137B4GY6	FHLMC K032 A2 3.31% Due 05/25/2023	07/23/2019 07/26/2019 275,000.00	276,835.68 0.00 0.00 276,594.55	151.71 758.54 151.71 758.54	0.00 241.13 (241.13) 517.41	517.41
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 305,000.00	304,974.68 0.00 0.00 304,978.32	463.85 0.00 559.17 95.32	3.64 0.00 3.64 98.96	98.96
3137EAES4	FHLMC Note 0.25% Due 06/26/2023	06/24/2020 06/26/2020 300,000.00	299,785.60 0.00 0.00 299,810.40	197.92 0.00 260.42 62.50	24.80 0.00 24.80 87.30	87.30
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/19/2020 08/21/2020 300,000.00	299,908.87 0.00 0.00 299,917.51	77.08 0.00 139.58 62.50	8.64 0.00 8.64 71.14	71.14
3137EAEW5	FHLMC Note 0.25% Due 09/08/2023	09/11/2020 09/14/2020 300,000.00	300,029.21 0.00 0.00 300,026.56	47.92 0.00 110.42 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	224,708.75 0.00 0.00 224,732.51	128.91 140.63 11.72 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	334,889.69 0.00 0.00 334,898.22	337.33 0.00 407.12 69.79	8.53 0.00 8.53 78.32	78.32



## Income Earned

As of October 31, 2022



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
36265WAD5	GM Financial Securitized Auto 2022-3 A3 3.64% Due 04/16/2027	07/06/2022 07/13/2022 90,000.00	89,999.42 0.00 0.00 89,999.44	136.50 273.00 136.50 273.00	0.02 0.00 0.02 273.02	273.02
437076CR1	Home Depot Callable Note Cont 8/15/2025 4% Due 09/15/2025	09/12/2022 09/19/2022 110,000.00	109,960.84 0.00 0.00 109,961.96	146.67 0.00 513.33 366.66	1.12 0.00 1.12 367.78	367.78
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 64,816.65	69,733.57 0.00 4,917.53 64,816.11	5.23 15.69 4.86 15.32	0.07 0.00 0.07 15.39	15.39
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 51,340.42	56,050.97 0.00 4,713.52 51,337.90	7.49 17.28 6.86 16.65	0.45 0.00 0.45 17.10	17.10
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 165,000.00	164,979.82 0.00 0.00 164,980.47	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 85,000.00	84,986.78 0.00 0.00 84,987.25	20.78 62.33 20.78 62.33	0.47 0.00 0.47 62.80	62.80
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 3,035.39	7,811.81 0.00 4,776.42 3,035.39	6.18 11.59 2.40 7.81	0.00 0.00 0.00 7.81	7.81
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 07/20/2026	08/15/2022 08/24/2022 105,000.00	104,993.95 0.00 0.00 104,994.13	141.43 326.37 141.43 326.37	0.18 0.00 0.18 326.55	326.55
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 09/23/2024	09/15/2021 09/23/2021 260,000.00	259,873.08 0.00 0.00 259,878.52	28.89 0.00 137.22 108.33	5.44 0.00 5.44 113.77	113.77



## Income Earned

As of October 31, 2022



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
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 225,000.00	232,346.45 0.00 0.00 231,920.76	187.50 0.00 656.25 468.75	0.00 425.69 (425.69) 43.06	43.06
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 165,000.00	164,864.26 0.00 0.00 164,874.30	145.52 0.00 179.90 34.38	10.04 0.00 10.04 44.42	44.42
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	07/12/2021 07/14/2021 160,000.00	162,698.14 0.00 0.00 162,586.02	1,008.33 1,100.80 91.67 184.14	0.00 112.12 (112.12) 72.02	72.02
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 03/01/2025	Various Various 500,000.00	515,357.57 0.00 0.00 514,436.71	1,341.67 0.00 2,683.33 1,341.66	0.00 920.86 (920.86) 420.80	420.80
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 130,000.00	129,975.71 0.00 0.00 129,976.41	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 60,000.00	59,993.47 0.00 0.00 59,993.74	9.60 18.00 9.60 18.00	0.27 0.00 0.27 18.27	18.27
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 70,000.00	69,995.81 0.00 0.00 69,995.95	16.18 30.33 16.18 30.33	0.14 0.00 0.14 30.47	30.47
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 02/16/2027	07/12/2022 07/20/2022 135,000.00	134,987.83 0.00 0.00 134,988.14	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	0.00 219,982.93 0.00 219,983.10	0.00 0.00 373.27 373.27	0.17 0.00 0.17 373.44	373.44



## Income Earned

As of October 31, 2022



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
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 80,000.00	79,996.94 0.00 0.00 79,997.14	14.22 26.67 14.22 26.67	0.20 0.00 0.20 26.87	26.87
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 02/06/2024	03/05/2020 03/09/2020 200,000.00	204,199.65 0.00 0.00 203,897.59	878.47 0.00 1,357.64 479.17	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	1,614.90 0.00 2,297.26 682.36	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	94,977.73 0.00 0.00 94,978.43	1,338.31 0.00 1,611.44 273.13	0.70 0.00 0.70 273.83	273.83
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 22,223.20	26,606.68 0.00 4,384.01 22,222.78	22.82 42.79 19.06 39.03	0.11 0.00 0.11 39.14	39.14
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	10/05/2022 10/07/2022 450,000.00	0.00 436,909.50 0.00 437,104.76	0.00 (7,350.00) 8,550.00 1,200.00	195.26 0.00 195.26 1,395.26	1,395.26
69371RR40	Paccar Financial Corp Note 0.5% Due 08/09/2024	08/03/2021 08/09/2021 80,000.00	79,973.28 0.00 0.00 79,974.50	57.78 0.00 91.11 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	174,992.63 0.00 0.00 174,992.93	625.63 0.00 756.88 131.25	0.30 0.00 0.30 131.55	131.55
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 01/30/2023	Various Various 500,000.00	502,419.32 0.00 0.00 501,586.00	2,202.78 0.00 3,286.11 1,083.33	0.00 833.32 (833.32) 250.01	250.01



## Income Earned

As of October 31, 2022



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
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	Various Various 500,000.00	514,064.07 0.00 0.00 513,491.91	4,687.51 0.00 5,625.00 937.49	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	34,989.39 0.00 0.00 34,989.90	46.18 0.00 64.41 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	245,556.57 0.00 0.00 245,522.33	66.36 0.00 219.48 153.12	1.34 35.58 (34.24) 118.88	118.88
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	240.08 0.00 371.03 130.95	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	512,115.63 0.00 0.00 511,402.95	902.78 0.00 2,256.95 1,354.17	0.00 712.68 (712.68) 641.49	641.49
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 05/15/2024	07/06/2020 07/08/2020 60,521.11	71,258.54 0.00 10,082.95 61,052.74	52.09 97.67 44.65 90.23	0.00 122.85 (122.85) (32.62)	(32.62)
89236TEL5	Toyota Motor Credit Corp Note Due 01/11/2023	04/25/2019 04/29/2019 0.00	199,989.14 0.00 199,989.78 0.00	1,200.00 1,290.00 0.00 90.00	0.64 0.00 0.64 90.64	90.64
89236TJH9	Toyota Motor Credit Corp Note 0.5% Due 06/18/2024	12/06/2021 12/08/2021 300,000.00	297,090.42 0.00 0.00 297,234.51	429.17 0.00 554.17 125.00	144.09 0.00 144.09 269.09	269.09
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 40,507.46	44,338.20 0.00 3,835.19 40,503.55	6.90 12.93 6.30 12.33	0.54 0.00 0.54 12.87	12.87



## Income Earned

As of October 31, 2022



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
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 09/15/2026	04/07/2022 04/13/2022 115,000.00	114,997.70 0.00 0.00 114,997.77	149.76 280.79 149.76 280.79	0.07 0.00 0.07 280.86	280.86
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 65,000.00	64,998.99 0.00 0.00 64,999.03	20.51 38.46 20.51 38.46	0.04 0.00 0.04 38.50	38.50
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 07/24/2023	05/17/2019 05/21/2019 250,000.00	251,187.53 0.00 0.00 251,048.61	1,581.94 0.00 2,290.28 708.34	0.00 138.92 (138.92) 569.42	569.42
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	Various Various 750,000.00	787,855.70 0.00 0.00 786,753.79	1,766.23 0.00 3,532.46 1,766.23	0.00 1,101.91 (1,101.91) 664.32	664.32
9128286L9	US Treasury Note 2.25% Due 03/31/2026	02/25/2022 02/28/2022 750,000.00	758,625.85 0.00 0.00 758,416.45	46.36 0.00 1,483.52 1,437.16	0.00 209.40 (209.40) 1,227.76	1,227.76
912828B66	US Treasury Note 2.75% Due 02/15/2024	02/15/2022 02/16/2022 750,000.00	761,882.64 0.00 0.00 761,148.85	2,634.17 0.00 4,371.60 1,737.43	0.00 733.79 (733.79) 1,003.64	1,003.64
912828M80	US Treasury Note 2% Due 11/30/2022	Various Various 550,000.00	751,534.24 0.00 200,320.49 550,543.80	5,040.98 1,486.34 4,628.41 1,073.77	0.00 669.95 (669.95) 403.82	403.82
912828P38	US Treasury Note 1.75% Due 01/31/2023	08/29/2022 08/30/2022 450,000.00	448,050.42 0.00 0.00 448,545.81	1,326.77 0.00 1,990.15 663.38	495.39 0.00 495.39 1,158.77	1,158.77
912828R36	US Treasury Note 1.625% Due 05/15/2026	10/14/2021 10/15/2021 250,000.00	255,648.68 0.00 0.00 255,516.22	1,534.48 0.00 1,876.70 342.22	0.00 132.46 (132.46) 209.76	209.76



## Income Earned

As of October 31, 2022



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
912828T26	US Treasury Note 1.375% Due 09/30/2023	Various Various 750,000.00	752,463.70 0.00 0.00 752,253.88	28.33 0.00 906.60 878.27	136.36 346.18 (209.82) 668.45	668.45
912828U24	US Treasury Note 2% Due 11/15/2026	03/29/2022 03/30/2022 625,000.00	611,562.77 0.00 0.00 611,839.36	4,721.47 0.00 5,774.46 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	763,979.84 0.00 0.00 763,089.95	2,843.07 0.00 4,264.61 1,421.54	0.00 889.89 (889.89) 531.65	531.65
912828VB3	US Treasury Note 1.75% Due 05/15/2023	Various Various 750,000.00	754,422.07 0.00 0.00 753,815.51	4,957.54 0.00 6,063.18 1,105.64	0.00 606.56 (606.56) 499.08	499.08
912828W71	US Treasury Note 2.125% Due 03/31/2024	Various Various 750,000.00	766,222.05 0.00 0.00 765,302.70	43.78 0.00 1,401.10 1,357.32	0.00 919.35 (919.35) 437.97	437.97
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	Various Various 750,000.00	766,652.02 0.00 0.00 765,780.04	7,082.20 0.00 8,661.68 1,579.48	0.00 871.98 (871.98) 707.50	707.50
912828X88	US Treasury Note 2.375% Due 05/15/2027	06/09/2022 06/10/2022 350,000.00	339,377.54 0.00 0.00 339,572.74	3,139.78 0.00 3,840.01 700.23	195.20 0.00 195.20 895.43	895.43
912828Y87	US Treasury Note 1.75% Due 07/31/2024	01/31/2020 01/31/2020 300,000.00	302,118.62 0.00 0.00 302,020.45	884.51 0.00 1,326.77 442.26	0.00 98.17 (98.17) 344.09	344.09
912828YG9	US Treasury Note 1.625% Due 09/30/2026	12/28/2021 12/29/2021 300,000.00	304,454.75 0.00 0.00 304,360.16	13.39 0.00 428.57 415.18	0.00 94.59 (94.59) 320.59	320.59



## Income Earned

As of October 31, 2022



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
912828YW4	US Treasury Note 1.625% Due 12/15/2022	02/15/2022 02/16/2022 750,000.00	750,953.12 0.00 0.00 750,559.16	3,596.31 0.00 4,628.59 1,032.28	0.00 393.96 (393.96) 638.32	638.32
912828Z52	US Treasury Note 1.375% Due 01/31/2025	02/17/2022 02/18/2022 750,000.00	744,320.40 0.00 0.00 744,526.81	1,737.43 0.00 2,606.15 868.72	206.41 0.00 206.41 1,075.13	1,075.13
912828ZD5	US Treasury Note 0.5% Due 03/15/2023	12/28/2021 12/29/2021 325,000.00	325,038.00 0.00 0.00 325,030.86	71.82 0.00 210.98 139.16	0.00 7.14 (7.14) 132.02	132.02
912828ZF0	US Treasury Note 0.5% Due 03/31/2025	03/25/2021 03/29/2021 350,000.00	349,318.19 0.00 0.00 349,341.36	4.81 0.00 153.85 149.04	23.17 0.00 23.17 172.21	172.21
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 365,000.00	361,654.46 0.00 0.00 361,761.05	306.66 0.00 383.95 77.29	106.59 0.00 106.59 183.88	183.88
912828ZU7	US Treasury Note 0.25% Due 06/15/2023	02/15/2022 02/16/2022 750,000.00	744,228.58 0.00 0.00 744,924.74	553.28 0.00 712.09 158.81	696.16 0.00 696.16 854.97	854.97
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 750,000.00	738,273.08 0.00 0.00 738,587.55	945.19 0.00 1,183.40 238.21	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	500,071.82 0.00 0.00 500,067.85	865.78 937.50 87.57 159.29	5.05 9.02 (3.97) 155.32	155.32
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/17/2021 06/18/2021 400,000.00	398,797.68 0.00 0.00 398,857.50	295.08 0.00 379.78 84.70	59.82 0.00 59.82 144.52	144.52



## Income Earned

As of October 31, 2022



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
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	08/25/2021 08/26/2021 400,000.00	399,438.54 0.00 0.00 399,463.99	191.58 0.00 317.93 126.35	25.45 0.00 25.45 151.80	151.80
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	11/18/2021 11/19/2021 750,000.00	748,667.58 0.00 0.00 748,720.81	2,124.66 0.00 2,598.51 473.85	53.23 0.00 53.23 527.08	527.08
91282CEF4	US Treasury Note 2.5% Due 03/31/2027	Various Various 750,000.00	737,350.98 0.00 0.00 737,589.78	51.51 0.00 1,648.35 1,596.84	238.80 0.00 238.80 1,835.64	1,835.64
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	10/26/2022 10/27/2022 570,000.00	0.00 568,419.14 0.00 568,423.53	0.00 (1,744.06) 2,067.03 322.97	4.39 0.00 4.39 327.36	327.36
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	495,886.33 0.00 0.00 496,101.74	1,038.89 0.00 1,268.06 229.17	215.41 0.00 215.41 444.58	444.58
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 91,398.64	105,580.80 0.00 14,193.87 91,388.87	15.16 41.36 13.13 39.33	1.94 0.00 1.94 41.27	41.27
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 9,586.52	13,536.89 0.00 3,950.73 9,586.28	8.02 21.89 5.68 19.55	0.12 0.00 0.12 19.67	19.67
931142ERO	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 40,000.00	39,940.09 0.00 0.00 39,941.37	16.33 0.00 51.33 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	79,945.12 0.00 0.00 79,946.71	190.67 0.00 450.67 260.00	1.59 0.00 1.59 261.59	261.59



## Income Earned

As of October 31, 2022



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
931142EX7	Wal-Mart Stores	09/27/2022	217,596.71	543.13	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	1,283.75	127.22	
			217,723.93	740.62	867.84	
			<b>30,991,715.22</b>	<b>91,560.56</b>	<b>4,302.15</b>	
			<b>1,225,311.57</b>	<b>5,265.72</b>	<b>12,708.53</b>	
			<b>651,365.97</b>	<b>131,830.13</b>	<b>(8,406.38)</b>	
<b>Total Fixed Income</b>		<b>31,473,429.39</b>	<b>31,557,254.44</b>	<b>45,535.29</b>	<b>37,128.91</b>	<b>37,128.91</b>

## CASH &amp; EQUIVALENT

31846V203	First American	Various	73,805.54	0.00	0.00	355.30
	Govt Obligation Fund Class Y	Various	544,426.37	355.30	0.00	
		4,751.21	613,480.70	0.00	0.00	
			4,751.21	355.30	355.30	
55380TXW5	MUFG Bank	10/27/2021	499,993.34	1,462.50	6.66	106.66
	Yankee CD	10/28/2021	0.00	1,562.50	0.00	
	Due 10/25/2022	0.00	500,000.00	0.00	6.66	
			0.00	100.00	106.66	
			<b>573,798.88</b>	<b>1,462.50</b>	<b>6.66</b>	
			<b>544,426.37</b>	<b>1,917.80</b>	<b>0.00</b>	
			<b>1,113,480.70</b>	<b>0.00</b>	<b>6.66</b>	
<b>Total Cash &amp; Equivalent</b>		<b>4,751.21</b>	<b>4,751.21</b>	<b>455.30</b>	<b>461.96</b>	<b>461.96</b>

## LOCAL AGENCY INVESTMENT FUND

90LAIF\$00	Local Agency Investment Fund	01/15/2021	37,743,039.93	122,676.38	0.00	62,548.25
	State Pool	01/15/2021	128,443.51	128,443.51	0.00	
		37,871,483.44	0.00	56,781.12	0.00	
			37,871,483.44	62,548.25	62,548.25	
			<b>37,743,039.93</b>	<b>122,676.38</b>	<b>0.00</b>	
			<b>128,443.51</b>	<b>128,443.51</b>	<b>0.00</b>	
			<b>0.00</b>	<b>56,781.12</b>	<b>0.00</b>	
<b>Total Local Agency Investment Fund</b>		<b>37,871,483.44</b>	<b>37,871,483.44</b>	<b>62,548.25</b>	<b>62,548.25</b>	<b>62,548.25</b>



## Income Earned

As of October 31, 2022



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
<b>INVESTMENT POOL</b>						
09CATR\$05	CalTrust Medium Term Fund	Various Various 659,482.47	6,621,905.53 10,834.21 0.00 6,632,739.74	0.00 10,834.21 0.00 10,834.21	0.00 0.00 0.00 10,834.21	10,834.21
			<b>6,621,905.53</b>	<b>0.00</b>	<b>0.00</b>	
			<b>10,834.21</b>	<b>10,834.21</b>	<b>0.00</b>	
			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Total Investment Pool</b>		<b>659,482.47</b>	<b>6,632,739.74</b>	<b>10,834.21</b>	<b>10,834.21</b>	<b>10,834.21</b>
			<b>75,930,459.56</b>	<b>215,699.44</b>	<b>4,308.81</b>	
			<b>1,909,015.66</b>	<b>146,461.24</b>	<b>12,708.53</b>	
			<b>1,764,846.67</b>	<b>188,611.25</b>	<b>(8,399.72)</b>	
<b>TOTAL PORTFOLIO</b>		<b>70,009,146.51</b>	<b>76,066,228.83</b>	<b>119,373.05</b>	<b>110,973.33</b>	<b>110,973.33</b>



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/01/2022	Interest	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	5,625.00	5,625.00
11/03/2022	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
11/05/2022	Interest	3137EAER6	305,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	571.88	571.88
11/06/2022	Interest	3137EAEZ8	335,000.00	FHLMC Note 0.25% Due 11/6/2023	0.00	418.75	418.75
11/07/2022	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
11/08/2022	Interest	69371RR57	175,000.00	Paccar Financial Corp Note 0.9% Due 11/8/2024	0.00	787.50	787.50
11/10/2022	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
11/12/2022	Interest	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	292.50	292.50
11/15/2022	Interest	912828WJ5	750,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	9,375.00	9,375.00
11/15/2022	Interest	91282CDH1	750,000.00	US Treasury Note 0.75% Due 11/15/2024	0.00	2,812.50	2,812.50
11/15/2022	Interest	912828U24	625,000.00	US Treasury Note 2% Due 11/15/2026	0.00	6,250.00	6,250.00
11/15/2022	Interest	912828VB3	750,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	6,562.50	6,562.50
11/15/2022	Interest	912828X88	350,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	4,156.25	4,156.25
11/15/2022	Interest	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	2,031.25	2,031.25
11/15/2022	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
11/15/2022	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2022	Paydown	89232HAC9	60,521.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	4,414.35	83.72	4,498.07
11/15/2022	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
11/15/2022	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
11/15/2022	Paydown	65479JAD5	22,223.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,034.64	35.74	1,070.38
11/15/2022	Paydown	89236XAC0	40,507.46	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,570.56	11.81	1,582.37
11/15/2022	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
11/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,490.67	18.00	2,508.67
11/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
11/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
11/15/2022	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	38.46	38.46
11/15/2022	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
11/16/2022	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
11/17/2022	Interest	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	1,125.00	1,125.00
11/18/2022	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
11/18/2022	Paydown	43813KAC6	51,340.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,941.96	15.83	3,957.79
11/20/2022	Paydown	92290BAA9	91,398.64	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	3,247.01	35.80	3,282.81
11/20/2022	Paydown	92348AAA3	9,586.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	494.41	15.50	509.91



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/21/2022	Paydown	43813GAC5	64,816.65	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,805.38	14.58	3,819.96
11/21/2022	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	62.33	62.33
11/22/2022	Interest	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	306.25	306.25
11/24/2022	Interest	459058JM6	165,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.00	206.25	206.25
11/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
11/25/2022	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	77.92	77.92
11/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
11/30/2022	Interest	91282CAZ4	750,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,406.25	1,406.25
11/30/2022	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25
11/30/2022	Maturity	912828M80	550,000.00	US Treasury Note 2% Due 11/30/2022	550,000.00	5,500.00	555,500.00
<b>NOV 2022</b>					<b>570,998.98</b>	<b>65,105.49</b>	<b>636,104.47</b>
12/08/2022	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
12/14/2022	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
12/15/2022	Interest	63743HFE7	95,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	2,012.02	2,012.02
12/15/2022	Interest	912828ZU7	750,000.00	US Treasury Note 0.25% Due 6/15/2023	0.00	937.50	937.50
12/15/2022	Interest	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	500.00	500.00
12/15/2022	Maturity	912828YW4	750,000.00	US Treasury Note 1.625% Due 12/15/2022	750,000.00	6,093.75	756,093.75



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2022	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
12/15/2022	Paydown	65479JAD5	22,223.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,036.96	34.08	1,071.04
12/15/2022	Paydown	89232HAC9	60,521.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	4,281.03	77.61	4,358.64
12/15/2022	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
12/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
12/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
12/15/2022	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
12/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,491.48	17.25	2,508.73
12/15/2022	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	1,741.91	1,741.91
12/15/2022	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	38.46	38.46
12/15/2022	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
12/15/2022	Paydown	89236XAC0	40,507.46	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,565.61	11.36	1,576.97
12/15/2022	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
12/16/2022	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
12/18/2022	Interest	89236TJH9	300,000.00	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	0.00	750.00	750.00
12/18/2022	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
12/18/2022	Paydown	43813KAC6	51,340.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,943.18	14.61	3,957.79



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/20/2022	Paydown	92290BAA9	91,398.64	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	3,248.28	34.53	3,282.81
12/20/2022	Paydown	92348AAA3	9,586.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	495.52	14.70	510.22
12/21/2022	Paydown	43813GAC5	64,816.65	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,806.30	13.73	3,820.03
12/21/2022	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	62.33	62.33
12/25/2022	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	77.92	77.92
12/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
12/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
12/26/2022	Interest	3137EAES4	300,000.00	FHLMC Note 0.25% Due 6/26/2023	0.00	375.00	375.00
12/30/2022	Call	747525AR4	500,000.00	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	500,000.00	5,416.67	505,416.67
<b>DEC 2022</b>					<b>1,270,868.36</b>	<b>29,520.48</b>	<b>1,300,388.84</b>
01/06/2023	Interest	3133ENKS8	750,000.00	FFCB Note 1.125% Due 1/6/2025	0.00	4,218.76	4,218.76
01/10/2023	Interest	3135G05G4	250,000.00	FNMA Note 0.25% Due 7/10/2023	0.00	312.50	312.50
01/15/2023	Interest	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	109.38	109.38
01/15/2023	Paydown	89232HAC9	60,521.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	4,147.14	71.69	4,218.83
01/15/2023	Paydown	89236XAC0	40,507.46	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,560.61	10.90	1,571.51
01/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
01/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
01/15/2023	Paydown	65479JAD5	22,223.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,039.29	32.41	1,071.70
01/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
01/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
01/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
01/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
01/15/2023	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	6,150.46	26.67	6,177.13
01/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	38.46	38.46
01/15/2023	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,492.28	16.51	2,508.79
01/16/2023	Dividend	90LAIF\$00	1,172,217,777.50	Local Agency Investment Fund State Pool	0.00	56,774.66	56,774.66
01/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
01/17/2023	Interest	61747YET8	175,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.00	4,025.89	4,025.89
01/18/2023	Paydown	43813KAC6	51,340.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,944.39	13.40	3,957.79
01/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
01/20/2023	Paydown	92290BAA9	91,398.64	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	3,249.56	33.25	3,282.81
01/20/2023	Paydown	92348AAA3	9,586.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	496.64	13.90	510.54
01/21/2023	Paydown	43813GAC5	64,816.65	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,807.22	12.87	3,820.09



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	62.33	62.33
01/24/2023	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
01/25/2023	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
01/25/2023	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	4,161.13	13.75	4,174.88
01/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	77.92	77.92
01/31/2023	Interest	912828Z52	750,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	5,156.25	5,156.25
01/31/2023	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
01/31/2023	Interest	912828V80	750,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	8,437.50	8,437.50
01/31/2023	Maturity	912828P38	450,000.00	US Treasury Note 1.75% Due 1/31/2023	450,000.00	3,937.50	453,937.50
<b>JAN 2023</b>					<b>481,048.72</b>	<b>94,326.92</b>	<b>575,375.64</b>
02/06/2023	Interest	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.00	2,875.00	2,875.00
02/06/2023	Interest	857477BR3	90,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.00	785.70	785.70
02/09/2023	Interest	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	200.00	200.00
02/14/2023	Interest	3133ENPG9	415,000.00	FFCB Note 1.75% Due 2/14/2025	0.00	3,631.25	3,631.25
02/15/2023	Interest	912828B66	750,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	10,312.50	10,312.50
02/15/2023	Interest	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	750.00	750.00
02/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2023	Paydown	89236XAC0	40,507.46	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,555.56	10.44	1,566.00
02/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
02/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
02/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
02/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	38.46	38.46
02/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
02/15/2023	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,493.10	15.76	2,508.86
02/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
02/15/2023	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	6,151.02	24.62	6,175.64
02/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
02/15/2023	Paydown	65479JAD5	22,223.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,041.63	30.74	1,072.37
02/15/2023	Paydown	89232HAC9	60,521.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	4,012.68	65.96	4,078.64
02/16/2023	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
02/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
02/18/2023	Paydown	43813KAC6	51,340.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,945.61	12.18	3,957.79
02/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/20/2023	Paydown	92290BAA9	91,398.64	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	3,250.83	31.98	3,282.81
02/20/2023	Paydown	92348AAA3	9,586.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	497.76	13.09	510.85
02/21/2023	Paydown	43813GAC5	64,816.65	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,808.14	12.01	3,820.15
02/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	62.33	62.33
02/24/2023	Interest	3137EAEV7	300,000.00	FHLMC Note 0.25% Due 8/24/2023	0.00	375.00	375.00
02/25/2023	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	68,431.14	758.54	69,189.68
02/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	77.92	77.92
02/25/2023	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	4,162.13	12.61	4,174.74
02/28/2023	Interest	9128284Z0	750,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	10,312.50	10,312.50
<b>FEB 2023</b>					<b>99,349.60</b>	<b>35,905.47</b>	<b>135,255.07</b>
03/01/2023	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
03/07/2023	Interest	24422EWB1	130,000.00	John Deere Capital Corp Note 2.125% Due 3/7/2025	0.00	1,381.25	1,381.25
03/08/2023	Interest	3137EAEW5	300,000.00	FHLMC Note 0.25% Due 9/8/2023	0.00	375.00	375.00
03/08/2023	Interest	3130AT3H8	700,000.00	FHLB Note 3.375% Due 3/8/2024	0.00	12,731.25	12,731.25
03/09/2023	Interest	931142EW9	80,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.00	1,560.00	1,560.00
03/09/2023	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
03/10/2023	Maturity	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	350,000.00	4,812.50	354,812.50



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/11/2023	Interest	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	8,125.00	8,125.00
03/12/2023	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
03/15/2023	Interest	437076CR1	110,000.00	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	0.00	2,151.11	2,151.11
03/15/2023	Maturity	912828ZD5	325,000.00	US Treasury Note 0.5% Due 3/15/2023	325,000.00	812.50	325,812.50
03/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
03/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
03/15/2023	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	6,151.59	22.57	6,174.16
03/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
03/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
03/15/2023	Paydown	89232HAC9	60,521.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,877.67	60.40	3,938.07
03/15/2023	Paydown	89236XAC0	40,507.46	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,550.44	9.99	1,560.43
03/15/2023	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,493.91	15.01	2,508.92
03/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
03/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
03/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
03/15/2023	Paydown	65479JAD5	22,223.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,043.98	29.06	1,073.04
03/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	38.46	38.46



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
03/17/2023	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
03/18/2023	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
03/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
03/18/2023	Paydown	43813KAC6	51,340.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,946.82	10.97	3,957.79
03/19/2023	Interest	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.00	2,812.50	2,812.50
03/20/2023	Paydown	92348AAA3	9,586.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	498.88	12.29	511.17
03/20/2023	Paydown	92290BAA9	91,398.64	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	3,252.10	30.71	3,282.81
03/21/2023	Paydown	43813GAC5	64,816.65	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,809.06	11.16	3,820.22
03/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	62.33	62.33
03/23/2023	Interest	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	650.00	650.00
03/25/2023	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	4,163.14	11.46	4,174.60
03/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	77.92	77.92
03/25/2023	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	68,643.27	569.79	69,213.06
03/31/2023	Interest	91282CFM8	570,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	11,756.25	11,756.25
03/31/2023	Interest	912828W71	750,000.00	US Treasury Note 2.125% Due 3/31/2024	0.00	7,968.75	7,968.75
03/31/2023	Interest	912828YG9	300,000.00	US Treasury Note 1.625% Due 9/30/2026	0.00	2,437.50	2,437.50



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/31/2023	Interest	912828T26	750,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	5,156.25	5,156.25
03/31/2023	Interest	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	875.00	875.00
03/31/2023	Interest	91282CEF4	750,000.00	US Treasury Note 2.5% Due 3/31/2027	0.00	9,375.00	9,375.00
03/31/2023	Interest	9128286L9	750,000.00	US Treasury Note 2.25% Due 3/31/2026	0.00	8,437.50	8,437.50
<b>MAR 2023</b>					<b>774,430.86</b>	<b>104,330.11</b>	<b>878,760.97</b>
04/15/2023	Interest	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	937.50	937.50
04/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
04/15/2023	Paydown	89236XAC0	40,507.46	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,545.28	9.54	1,554.82
04/15/2023	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	6,152.15	20.52	6,172.67
04/15/2023	Paydown	89232HAC9	60,521.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,742.07	55.04	3,797.11
04/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
04/15/2023	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,494.72	14.26	2,508.98
04/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
04/15/2023	Paydown	65479JAD5	22,223.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,046.33	27.38	1,073.71
04/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
04/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
04/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
04/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	38.46	38.46
04/16/2023	Interest	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	0.00	140.63	140.63
04/16/2023	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
04/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
04/18/2023	Paydown	43813KAC6	51,340.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,948.04	9.75	3,957.79
04/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
04/20/2023	Paydown	92348AAA3	9,586.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	500.00	11.48	511.48
04/20/2023	Paydown	92290BAA9	91,398.64	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	3,253.38	29.43	3,282.81
04/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	62.33	62.33
04/21/2023	Paydown	43813GAC5	64,816.65	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,809.98	10.30	3,820.28
04/25/2023	Interest	06406RBC0	280,000.00	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	0.00	4,690.00	4,690.00
04/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	77.92	77.92
04/25/2023	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	4,164.15	10.32	4,174.47
04/25/2023	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	68,856.07	380.44	69,236.51
<b>APR 2023</b>					<b>99,512.17</b>	<b>10,922.18</b>	<b>110,434.35</b>
05/01/2023	Interest	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	5,625.00	5,625.00



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/03/2023	Maturity	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	200,000.00	2,400.00	202,400.00
05/05/2023	Maturity	3137EAER6	305,000.00	FHLMC Note 0.375% Due 5/5/2023	305,000.00	571.88	305,571.88
05/06/2023	Interest	3137EAEZ8	335,000.00	FHLMC Note 0.25% Due 11/6/2023	0.00	418.75	418.75
05/07/2023	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
05/08/2023	Interest	69371RR57	175,000.00	Paccar Financial Corp Note 0.9% Due 11/8/2024	0.00	787.50	787.50
05/10/2023	Interest	665859AW4	450,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	9,000.00	9,000.00
05/12/2023	Interest	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	292.50	292.50
05/15/2023	Interest	912828X88	350,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	4,156.25	4,156.25
05/15/2023	Interest	91324PEB4	500,000.00	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	0.00	1,375.00	1,375.00
05/15/2023	Interest	912828WJ5	750,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	9,375.00	9,375.00
05/15/2023	Interest	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	2,031.25	2,031.25
05/15/2023	Interest	912828U24	625,000.00	US Treasury Note 2% Due 11/15/2026	0.00	6,250.00	6,250.00
05/15/2023	Interest	91282CDH1	750,000.00	US Treasury Note 0.75% Due 11/15/2024	0.00	2,812.50	2,812.50
05/15/2023	Maturity	912828VB3	750,000.00	US Treasury Note 1.75% Due 5/15/2023	750,000.00	6,562.50	756,562.50
05/15/2023	Paydown	89232HAC9	60,521.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,605.92	49.86	3,655.78
05/15/2023	Paydown	89236XAC0	40,507.46	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,540.06	9.09	1,549.15



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
05/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,040.41	30.33	3,070.74
05/15/2023	Paydown	65479JAD5	22,223.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,048.68	25.70	1,074.38
05/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
05/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
05/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
05/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
05/15/2023	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	6,152.72	18.46	6,171.18
05/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,936.23	38.46	2,974.69
05/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
05/15/2023	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,495.53	13.51	2,509.04
05/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
05/17/2023	Interest	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	1,125.00	1,125.00
05/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
05/18/2023	Paydown	43813KAC6	51,340.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,949.26	8.53	3,957.79
05/20/2023	Paydown	92348AAA3	9,586.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	501.12	10.68	511.80
05/20/2023	Paydown	92290BAA9	91,398.64	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	3,254.65	28.16	3,282.81



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/21/2023	Paydown	43813GAC5	64,816.65	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,810.90	9.44	3,820.34
05/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,854.18	62.33	3,916.51
05/22/2023	Maturity	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	245,000.00	306.25	245,306.25
05/24/2023	Interest	459058JM6	165,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.00	206.25	206.25
05/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,687.75	77.92	7,765.67
05/25/2023	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	4,165.16	9.17	4,174.33
05/25/2023	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	69,069.52	190.52	69,260.04
05/31/2023	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25
05/31/2023	Interest	91282CAZ4	750,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,406.25	1,406.25
<b>MAY 2023</b>					<b>1,617,112.09</b>	<b>59,881.84</b>	<b>1,676,993.93</b>
06/08/2023	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
06/14/2023	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
06/15/2023	Interest	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	500.00	500.00
06/15/2023	Interest	63743HFE7	95,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	1,638.75	1,638.75
06/15/2023	Maturity	912828ZU7	750,000.00	US Treasury Note 0.25% Due 6/15/2023	750,000.00	937.50	750,937.50
06/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
06/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2023	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,496.35	12.76	2,509.11
06/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,040.69	29.02	3,069.71
06/15/2023	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	6,153.29	16.41	6,169.70
06/15/2023	Paydown	65479JAD5	22,223.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,051.03	24.02	1,075.05
06/15/2023	Paydown	89232HAC9	60,521.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,469.18	44.88	3,514.06
06/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
06/15/2023	Paydown	89236XAC0	40,507.46	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,534.79	8.64	1,543.43
06/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
06/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
06/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
06/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,937.97	36.72	2,974.69
06/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
06/18/2023	Interest	89236TJH9	300,000.00	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	0.00	750.00	750.00
06/18/2023	Paydown	43813KAC6	51,340.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,950.48	7.31	3,957.79
06/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
06/20/2023	Paydown	92348AAA3	9,586.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	502.25	9.87	512.12
06/20/2023	Paydown	92290BAA9	91,398.64	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	3,255.92	26.89	3,282.81



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/21/2023	Paydown	43813GAC5	64,816.65	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,811.82	8.59	3,820.41
06/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,855.08	59.51	3,914.59
06/23/2023	Call	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	3,518.06	253,518.06
06/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,695.63	70.87	7,766.50
06/25/2023	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	4,166.16	8.03	4,174.19
06/26/2023	Maturity	3137EAES4	300,000.00	FHLMC Note 0.25% Due 6/26/2023	300,000.00	375.00	300,375.00
<b>JUN 2023</b>					<b>1,347,920.64</b>	<b>19,483.76</b>	<b>1,367,404.40</b>
07/06/2023	Interest	3133ENKS8	750,000.00	FFCB Note 1.125% Due 1/6/2025	0.00	4,218.76	4,218.76
07/10/2023	Maturity	3135G05G4	250,000.00	FNMA Note 0.25% Due 7/10/2023	250,000.00	312.50	250,312.50
07/15/2023	Interest	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	109.38	109.38
07/15/2023	Paydown	89232HAC9	60,521.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,331.88	40.08	3,371.96
07/15/2023	Paydown	89236XAC0	40,507.46	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,529.47	8.19	1,537.66
07/15/2023	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,497.15	12.02	2,509.17
07/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
07/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
07/15/2023	Paydown	65479JAD5	22,223.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,053.41	22.32	1,075.73
07/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,939.71	34.98	2,974.69



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
07/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
07/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
07/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,040.97	27.70	3,068.67
07/15/2023	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	6,153.85	14.36	6,168.21
07/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
07/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
07/17/2023	Interest	61747YET8	175,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.00	4,094.13	4,094.13
07/18/2023	Paydown	43813KAC6	51,340.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,951.69	6.10	3,957.79
07/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables Trust 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
07/20/2023	Paydown	92348AAA3	9,586.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	503.39	9.05	512.44
07/20/2023	Paydown	92290BAA9	91,398.64	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	3,257.20	25.61	3,282.81
07/21/2023	Paydown	43813GAC5	64,816.65	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,812.74	7.73	3,820.47
07/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,855.98	56.68	3,912.66
07/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,703.51	63.82	7,767.33
07/25/2023	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	4,167.17	6.88	4,174.05
07/31/2023	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/31/2023	Interest	912828Z52	750,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	5,156.25	5,156.25
07/31/2023	Interest	912828V80	750,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	8,437.50	8,437.50
<b>JUL 2023</b>					<b>297,798.12</b>	<b>28,555.59</b>	<b>326,353.71</b>
08/06/2023	Interest	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.00	2,875.00	2,875.00
08/06/2023	Interest	857477BR3	90,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.00	785.70	785.70
08/09/2023	Interest	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	200.00	200.00
08/14/2023	Interest	3133ENPG9	415,000.00	FFCB Note 1.75% Due 2/14/2025	0.00	3,631.25	3,631.25
08/15/2023	Interest	912828B66	750,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	10,312.50	10,312.50
08/15/2023	Interest	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	750.00	750.00
08/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	0.00	251.33	251.33
08/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
08/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
08/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,941.45	33.24	2,974.69
08/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,041.25	26.38	3,067.63
08/15/2023	Paydown	65479JAD5	22,223.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,055.77	20.63	1,076.40
08/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
08/15/2023	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	6,154.41	12.31	6,166.72



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2023	Paydown	89232HAC9	60,521.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,194.00	35.47	3,229.47
08/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
08/15/2023	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,497.96	11.27	2,509.23
08/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
08/15/2023	Paydown	89236XAC0	40,507.46	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,524.09	7.75	1,531.84
08/16/2023	Maturity	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	200,000.00	2,200.00	202,200.00
08/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
08/18/2023	Paydown	43813KAC6	51,340.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,952.91	4.88	3,957.79
08/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
08/20/2023	Paydown	92348AAA3	9,586.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	504.51	8.24	512.75
08/20/2023	Paydown	92290BAA9	91,398.64	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	3,258.48	24.33	3,282.81
08/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,856.88	53.85	3,910.73
08/21/2023	Paydown	43813GAC5	64,816.65	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,813.66	6.87	3,820.53
08/24/2023	Maturity	3137EAEV7	300,000.00	FHLMC Note 0.25% Due 8/24/2023	300,000.00	375.00	300,375.00
08/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,711.42	56.75	7,768.17
08/25/2023	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	4,168.18	5.73	4,173.91



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/31/2023	Interest	9128284Z0	750,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	10,312.50	10,312.50
<b>AUG 2023</b>					<b>547,674.97</b>	<b>35,016.20</b>	<b>582,691.17</b>
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
09/11/2023	Interest	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	8,125.00	8,125.00
09/12/2023	Maturity	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	350,000.00	5,031.25	355,031.25
09/15/2023	Interest	437076CR1	110,000.00	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	0.00	2,200.00	2,200.00
09/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,041.53	25.06	3,066.59
09/15/2023	Paydown	65479JAD5	22,223.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,058.15	18.93	1,077.08
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	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,498.77	10.52	2,509.29



## Cash Flow Report

As of October 31, 2022



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	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	258.50	258.50
09/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
09/15/2023	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	6,154.97	10.26	6,165.23
09/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,943.19	31.50	2,974.69
09/15/2023	Paydown	89232HAC9	60,521.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	3,055.54	31.05	3,086.59
09/15/2023	Paydown	89236XAC0	40,507.46	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,518.66	7.30	1,525.96
09/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
09/17/2023	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
09/18/2023	Interest	808513BN4	245,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	918.75	918.75
09/18/2023	Paydown	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	51,340.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,954.13	3.66	3,957.79
09/19/2023	Interest	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.00	2,812.50	2,812.50
09/20/2023	Paydown	92348AAA3	9,586.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	505.65	7.42	513.07
09/20/2023	Paydown	92290BAA9	91,398.64	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	3,259.75	23.06	3,282.81
09/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,857.78	51.02	3,908.80
09/21/2023	Paydown	43813GAC5	64,816.65	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,814.59	6.01	3,820.60



## Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	4,169.18	4.59	4,173.77
09/25/2023	Paydown	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,719.32	49.68	7,769.00
09/30/2023	Interest	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	875.00	875.00
09/30/2023	Interest	91282CEF4	750,000.00	US Treasury Note 2.5% Due 3/31/2027	0.00	9,375.00	9,375.00
09/30/2023	Interest	912828W71	750,000.00	US Treasury Note 2.125% Due 3/31/2024	0.00	7,968.75	7,968.75
09/30/2023	Interest	912828YG9	300,000.00	US Treasury Note 1.625% Due 9/30/2026	0.00	2,437.50	2,437.50
09/30/2023	Interest	9128286L9	750,000.00	US Treasury Note 2.25% Due 3/31/2026	0.00	8,437.50	8,437.50
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	Maturity	912828T26	750,000.00	US Treasury Note 1.375% Due 9/30/2023	750,000.00	5,156.25	755,156.25
<b>SEP 2023</b>					<b>1,447,551.21</b>	<b>97,122.86</b>	<b>1,544,674.07</b>
10/15/2023	Interest	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	937.50	937.50
10/15/2023	Paydown	02582JIT8	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	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	2,499.58	9.77	2,509.35
10/15/2023	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	3,041.81	23.74	3,065.55
10/15/2023	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	6,155.54	8.21	6,163.75
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



## Cash Flow Report

As of October 31, 2022



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	40,507.46	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,513.16	6.86	1,520.02
10/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,169.95	258.50	8,428.45
10/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
10/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
10/15/2023	Paydown	89238JAC9	65,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	2,944.93	29.76	2,974.69
10/15/2023	Paydown	65479JAD5	22,223.20	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,060.53	17.23	1,077.76
10/15/2023	Paydown	89232HAC9	60,521.11	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	2,916.50	26.82	2,943.32
10/16/2023	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
10/16/2023	Maturity	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	225,000.00	140.63	225,140.63
10/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
10/18/2023	Paydown	43813KAC6	51,340.42	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	3,955.35	2.44	3,957.79
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	91,398.64	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	3,261.03	21.78	3,282.81
10/20/2023	Paydown	92348AAA3	9,586.52	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	506.78	6.61	513.39
10/21/2023	Paydown	43813GAC5	64,816.65	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,815.51	5.15	3,820.66
10/21/2023	Paydown	43815GAC3	85,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	3,858.68	48.19	3,906.87



Cash Flow Report

As of October 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	05601XAC3	85,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,727.23	42.61	7,769.84
10/25/2023	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	4,170.19	3.44	4,173.63
OCT 2023					285,933.93	10,387.29	296,321.22
TOTAL					8,840,199.65	590,558.19	9,430,757.84





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**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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**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 count of confirmed COVID-19 employee cases.  
Total Count: Two-Hundred and Sixteen (216)
  - a. Administrative Services Department: Ten (10)
  - b. City Clerk's Office: Four (4)
  - c. Elected & City Manager's Offices: One (1)
  - d. Community Development Department: Seven (7)
  - e. Transportation Department: Sixty-Seven (67)
  - f. Police Department: Forty-Nine (49)
  - g. Public Works Department: Thirty-Six (36)
  - h. Recreation & Human Services Department: Forty-Two (42)
2. Request City Council approval to revise the City's Classification and Compensation Plan, *Attachment 1*, to reflect January 1, 2023 minimum wage at \$15.50/hour; add new Classification *Human Services Aide* to Schedule 22 (\$2,766 - \$3,529/month), *Attachment 2*; add Classification *Lead Mechanic* to Schedule 51 (\$5,658 - \$7,222/month), *Attachment 3*; adjust *Facilities Maintenance Supervisor* from Schedule 119 (\$7,099 - \$9,060/month) to Schedule 122 (\$7,644 - \$9,755/month). The schedule adjustment is being made to maintain external salary parity.
3. Report the Appointment of **JASMINE BERMUDEZ**, to the position of Human Resources Coordinator, Schedule 43 (\$4,644 - \$5,927/month) with the Administrative Services Department, effective November 1, 2022.
4. Report the Promotion of the following employees:
  - a. **SARAH READ** to the position of Administrative Analyst II, Schedule 54 (\$6,093 - \$7,777/month) with the Administrative Services Department, effective November 8, 2022.
  - b. **CHRISTINA THEOBALD** to the position of Administrative Coordinator, Schedule 56 (\$6,401 - \$8,170/month) with the Recreation Department, effective November 13, 2022.
5. Report the Service Retirement of the following employees:
  - a. Transit Mechanic **RUSSELL AVERILL** from the Transportation Department, effective October 31, 2022. Mr. Averill provided 12 years and 11 months of services to the City.
  - b. Bus Operator **GREGORY BRANCH** from the Transportation Department, effective November 18, 2022. Mr. Branch provided 14 years of services to the City.
  - c. Sewer Maintenance Worker **JUAN BARENO** from the Public Works Department, effective November 21, 2022. Mr. Bareno provided 21 years and 10 months of services to the City.



6. Report the Resignation of Equipment Utility Worker **ROBERTO BERNAL** from the Transportation Department, effective November 3, 2022. Mr. Bernal provided one year and 11 months of services to the City.
7. Report the leave under the Family Medical Leave Act/California Family Rights Act (FMLA/CFRA) of Deputy City Clerk/R.M.O., **BECKY ROMERO**, of the Elected and City Manager's Offices, effective November 9, 2022 thru December 9, 2022.
8. Report the Recruitment for the Open/Competitive position of Administrative Aide (Various Departments). This recruitment is open until filled.
9. Report the Recruitment for the Closed/Competitive position of Activity Coordinator (Recreation and Human Services Development). This recruitment is scheduled to close December 15, 2022.
10. Report the Recruitment for the Closed/Competitive position of Custodian II (Recreation and Human Services Development). This recruitment is scheduled to close December 30, 2022.
11. Report the Recruitment for the Open/Competitive position of Equipment Utility Worker I (Transportation Department). This recruitment is open until filled.
12. Report the Recruitment for the Open/Competitive position of Family Child Care Education Assistant II (Recreation and Human Services Department). This recruitment is open until filled.
13. Report the Recruitment for the Open/Competitive position of General Building Inspector (Community Development Department). This recruitment is open until filled.
14. Report the Recruitment for the Open/Competitive position of Geriatric Aide (Recreation & Human Services Department). This recruitment is open until filled.
15. Report the Recruitment for the Closed/Competitive position of Nutrition Services Coordinator (Recreation & Human Services Department). This recruitment is scheduled to close December 14, 2022.
16. Report the Recruitment for the Open/Competitive position of Permit/Licensing Technician I (Community Development Department). This recruitment is scheduled to close December 13, 2022.
17. Report the Recruitment for the Open/Competitive position of Police Assistant (Police Department). This is a continuous recruitment.
18. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
19. Report the Recruitment for the Open/Competitive position of Public Information Officer (Elected and City Manager's Offices). This recruitment is open until filled.
20. Report the Recruitment for the Open/Competitive position of Public Works Inspector (Public Works Department). This recruitment is open until filled.
21. Report the Recruitment for the Open/Competitive position of Recreation Leader I (Recreation & Human Services Department). This is a continuous recruitment.



22. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
23. Report the Recruitment for the Open/Competitive position of Risk Management Analyst (Administrative Services Department). This recruitment is open until filled.
24. Report the Recruitment for the Open/Competitive position of Senior Account Clerk (Administrative Services Department). This recruitment is open until filled.
25. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.



**CITY OF GARDENA  
CLASSIFICATION AND COMPENSATION PLAN  
AS OF DECEMBER 13, 2022**

*Minimum Wage Increase effective January 1, 2023 to \$15.50/hour*

*Add Human Services Aide to Schedule 22*

*Add Lead Mechanic to Schedule 51*

*Facilities Maintenance Supervisor from Schedule 119 to Schedule 122*

**6 Clerical Aide I  
6 Police Aide**

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

**7 Peer Advocate Counselor II  
7 Storeroom Aide**

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

**8 Community Aide I**

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

**13 Certified Nursing Assistant**

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

**14 Pool Cashier**

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

**15**

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



	<b>16</b>			
STEP		*4*	*5*	*6*
ANNUAL		33,144.00	34,800.00	36,540.00
MONTHLY		2,762.00	2,900.00	3,045.00
BI-WEEKLY		1,274.77	1,338.46	1,405.38
HOURLY		15.9346	16.7308	17.5673

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

		18			
STEP		*3*	*4*	*5*	*6*
ANNUAL		33,168.00	34,824.00	36,564.00	38,388.00
MONTHLY		2,764.00	2,902.00	3,047.00	3,199.00
BI-WEEKLY		1,275.69	1,339.38	1,406.31	1,476.46
HOURLY		15.9462	16.7423	17.5788	18.4558

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

			20			
STEP		*2*	*3*	*4*	*5*	*6*
ANNUAL		33,180.00	34,836.00	36,576.00	38,400.00	40,320.00
MONTHLY		2,765.00	2,903.00	3,048.00	3,200.00	3,360.00
BI-WEEKLY		1,276.15	1,339.85	1,406.77	1,476.92	1,550.77
HOURLY		15.9519	16.7481	17.5846	18.4615	19.3846

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

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



**23 Community Aide II**

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

**24**

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

**25**

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

**26 Pool Supervisor**

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

**27**

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

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

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

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

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



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

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

**31 Paratransit Driver**

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

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

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

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

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

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

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

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

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



<b>36 Intermediate Clerk Typist</b>						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	46,872.00	49,212.00	51,672.00	54,252.00	56,964.00	59,808.00
MONTHLY	3,906.00	4,101.00	4,306.00	4,521.00	4,747.00	4,984.00
BI-WEEKLY	1,802.77	1,892.77	1,987.38	2,086.62	2,190.92	2,300.31
HOURLY	22.5346	23.6596	24.8423	26.0827	27.3865	28.7538

**37 Nutrition Services Coordinator**

<b>37 Relief Bus Operator</b>						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	48,048.00	50,448.00	52,968.00	55,620.00	58,404.00	61,320.00
MONTHLY	4,004.00	4,204.00	4,414.00	4,635.00	4,867.00	5,110.00
BI-WEEKLY	1,848.00	1,940.31	2,037.23	2,139.23	2,246.31	2,358.46
HOURLY	23.1000	24.2538	25.4654	26.7404	28.0788	29.4808

**38 Activity Coordinator**

**38 Equipment Utility Worker II**

**38 Homeless Coordinator**

**38 Police Records Technician I**

**38 Police Service Technician**

**38 Purchasing Clerk**

**38 Senior Account Clerk**

**38 Senior Clerk Typist**

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

**39 Apprentice Mechanic**

**39 Home Improvement Lead Person**

**39 Park Maintenance Worker II**

**39 Records Management Coordinator**

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

**40 Engineering Aide**

**40 FCC Education Assistant III**

**40 FCC Program Assistant III**

**40 Public Works Coordinator**

**40 Sr. Transit Utility Specialist**

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



**41 Permit/Licensing Technician I**

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

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

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

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

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

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

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

**45 Street Sweeper Operator**

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



**46 Heavy Equipment Operator****46 Street Traffic Painter**

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

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

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

**48 Custodian-Lead****48 Financial Services Technician****48 Human Resources Technician****48 Junior Accountant****48 Payroll Specialist**

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

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

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

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

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



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

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

**52**

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

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

**53 Transit Operations Training Coordinator**

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

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

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

**55 Electrical/Signal Technician II**

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



**56 Administrative Coordinator****56 Assistant Engineer****56 FCC Program Coordinator**

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

**57 Senior Accountant**

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

**58**

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

**59 Administrative Support Services Supervisor**

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

**60**

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

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

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



**62 Information Technology Supervisor**

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

**63**

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

**64**

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

**65**

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

**66 Civil Engineer**

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

**67**

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

**90 Bus Operator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	54,948.00	57,696.00	60,576.00	63,600.00	66,780.00	70,116.00
MONTHLY	4,579.00	4,808.00	5,048.00	5,300.00	5,565.00	5,843.00
BI-WEEKLY	2,113.38	2,219.08	2,329.85	2,446.15	2,568.46	2,696.77
HOURLY	26.4173	27.7385	29.1231	30.5769	32.1058	33.7096

Specialty - 5%	228.95	240.40	252.40	265.00	278.25	292.15
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**104**

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

**105**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,276.00	63,288.00	66,456.00	69,780.00	73,272.00	76,932.00
MONTHLY	5,023.00	5,274.00	5,538.00	5,815.00	6,106.00	6,411.00
BI-WEEKLY	2,318.31	2,434.15	2,556.00	2,683.85	2,818.15	2,958.92
HOURLY	28.9788	30.4269	31.9500	33.5481	35.2269	36.9865
Lgy Bonus 20	125.58	131.85	138.45	145.38	152.65	160.28
Lgy Bonus 25	251.15	263.70	276.90	290.75	305.30	320.55
Lgy Bonus 30	376.73	395.55	415.35	436.13	457.95	480.83

**106**

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

**107**

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

**108 Economic Development Analyst**

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



**109**

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

**110**

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

**111**

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

**112**

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

**113**

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



**114**

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

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

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

**116**

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

**117 Transportation Operations Supervisor**

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



**118 Administrative Management Analyst I**

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

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

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

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

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

**121**

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



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

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

**123**

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

**124 Senior Administrative Analyst**

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

**125 Public Information Officer**

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



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

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

**127**

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

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

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

**129**

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



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

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

**131 Plan Check Engineer  
131 Transit Operations Manager**

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

**132 FCC Therapist/Trainer II**

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

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

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



**134 Assistant to the City Manager**

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

**135**

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

**136**

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

**137**

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



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

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

**139**

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

**140**

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

**141 Assistant Public Works Director/City Engineer**

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



**142**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	150,336.00	157,848.00	165,744.00	174,036.00	182,736.00	191,868.00
MONTHLY	12,528.00	13,154.00	13,812.00	14,503.00	15,228.00	15,989.00
BI-WEEKLY	5,782.15	6,071.08	6,374.77	6,693.69	7,028.31	7,379.54
HOURLY	72.2769	75.8885	79.6846	83.6712	87.8538	92.2442

Lgy Bonus 20	313.20	328.85	345.30	362.58	380.70	399.73
Lgy Bonus 25	626.40	657.70	690.60	725.15	761.40	799.45
Lgy Bonus 30	939.60	986.55	1035.90	1087.73	1142.10	1199.18

**143**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	154,092.00	161,796.00	169,884.00	178,380.00	187,296.00	196,656.00
MONTHLY	12,841.00	13,483.00	14,157.00	14,865.00	15,608.00	16,388.00
BI-WEEKLY	5,926.62	6,222.92	6,534.00	6,860.77	7,203.69	7,563.69
HOURLY	74.0827	77.7865	81.6750	85.7596	90.0462	94.5462

Lgy Bonus 20	321.03	337.08	353.93	371.63	390.20	409.70
Lgy Bonus 25	642.05	674.15	707.85	743.25	780.40	819.40
Lgy Bonus 30	963.08	1011.23	1061.78	1114.88	1170.60	1229.10

**144**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	157,944.00	165,840.00	174,132.00	182,844.00	191,988.00	201,588.00
MONTHLY	13,162.00	13,820.00	14,511.00	15,237.00	15,999.00	16,799.00
BI-WEEKLY	6,074.77	6,378.46	6,697.38	7,032.46	7,384.15	7,753.38
HOURLY	75.9346	79.7308	83.7173	87.9058	92.3019	96.9173

Lgy Bonus 20	329.05	345.50	362.78	380.93	399.98	419.98
Lgy Bonus 25	658.10	691.00	725.55	761.85	799.95	839.95
Lgy Bonus 30	987.15	1036.50	1088.33	1142.78	1199.93	1259.93

**145**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	161,892.00	169,992.00	178,488.00	187,416.00	196,788.00	206,628.00
MONTHLY	13,491.00	14,166.00	14,874.00	15,618.00	16,399.00	17,219.00
BI-WEEKLY	6,226.62	6,538.15	6,864.92	7,208.31	7,568.77	7,947.23
HOURLY	77.8327	81.7269	85.8115	90.1038	94.6096	99.3404

Lgy Bonus 20	337.28	354.15	371.85	390.45	409.98	430.48
Lgy Bonus 25	674.55	708.30	743.70	780.90	819.95	860.95
Lgy Bonus 30	1011.83	1062.45	1115.55	1171.35	1229.93	1291.43

**146**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	165,936.00	174,228.00	182,940.00	192,084.00	201,684.00	211,764.00
MONTHLY	13,828.00	14,519.00	15,245.00	16,007.00	16,807.00	17,647.00
BI-WEEKLY	6,382.15	6,701.08	7,036.15	7,387.85	7,757.08	8,144.77
HOURLY	79.7769	83.7635	87.9519	92.3481	96.9635	101.8096

Lgy Bonus 20	345.70	362.98	381.13	400.18	420.18	441.18
Lgy Bonus 25	691.40	725.95	762.25	800.35	840.35	882.35
Lgy Bonus 30	1037.10	1088.93	1143.38	1200.53	1260.53	1323.53



**147**

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

**148**

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

**149**

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

**150 Joint Powers Authority Accountant**

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



<b>200 Police Trainee</b>						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,368.00	-	-	-	-	-
MONTHLY	6,364.00	-	-	-	-	-
BI-WEEKLY	2,937.23	-	-	-	-	-
HOURLY	36.7154	-	-	-	-	-
<b>201 Police Officer</b>						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	89,844.00	94,332.00	99,060.00	104,004.00	109,212.00	114,672.00
MONTHLY	7,487.00	7,861.00	8,255.00	8,667.00	9,101.00	9,556.00
BI-WEEKLY	3,455.54	3,628.15	3,810.00	4,000.15	4,200.46	4,410.46
HOURLY	43.1942	45.3519	47.6250	50.0019	52.5058	55.1308
EDUCATIONAL INCENTIVE BONUS						
AA	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96	1,303.96
BA	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96	1,819.96
SPECIALIST	637.58	637.58	637.58	637.58	637.58	637.58
Lgy Bonus 7	365.00	365.00	365.00	365.00	365.00	365.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	894.35	913.05	932.75	953.35	975.05	997.80
Lgy Bonus 26	1,268.70	1,306.10	1,345.50	1,386.70	1,430.10	1,475.60
<b>203 Police Sergeant</b>						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	114,828.00	120,564.00	126,588.00	132,924.00	139,572.00	146,556.00
MONTHLY	9,569.00	10,047.00	10,549.00	11,077.00	11,631.00	12,213.00
BI-WEEKLY	4,416.46	4,637.08	4,868.77	5,112.46	5,368.15	5,636.77
HOURLY	55.2058	57.9635	60.8596	63.9058	67.1019	70.4596
EDUCATIONAL INCENTIVE BONUS						
AA	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53	1,612.53
BA	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53	2,230.53
SPECIAL DUTY PAY	420.00	420.00	420.00	420.00	420.00	420.00
Lgy Bonus 7	326.00	326.00	326.00	326.00	326.00	326.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	998.45	1,022.35	1,047.45	1,073.85	1,101.55	1,130.65
Lgy Bonus 26	1,476.90	1,524.70	1,574.90	1,627.70	1,683.10	1,741.30



**227 Police Lieutenant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	154,104.00	161,808.00	169,896.00	178,392.00	187,308.00	196,668.00
MONTHLY	12,842.00	13,484.00	14,158.00	14,866.00	15,609.00	16,389.00
BI-WEEKLY	5,927.08	6,223.38	6,534.46	6,861.23	7,204.15	7,564.15
HOURLY	74.0885	77.7923	81.6808	85.7654	90.0519	94.5519

**EDUCATIONAL INCENTIVE BONUS**

BA	1,766.44	1,837.84	1,912.84	1,991.56	2,074.24	2,161.00
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CA POST Mgmt. Cert.	642.10	674.20	707.90	743.30	780.45	819.45
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Lgy Bonus 20	642.10	674.20	707.90	743.30	780.45	819.45
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Lgy Bonus 26	1,284.20	1,348.40	1,415.80	1,486.60	1,560.90	1,638.90
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**231 Police Captain**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	183,228.00	192,384.00	202,008.00	212,112.00	222,720.00	233,856.00
MONTHLY	15,269.00	16,032.00	16,834.00	17,676.00	18,560.00	19,488.00
BI-WEEKLY	7,047.23	7,399.38	7,769.54	8,158.15	8,566.15	8,994.46
HOURLY	88.0904	92.4923	97.1192	101.9769	107.0769	112.4308

**EDUCATIONAL INCENTIVE BONUS**

BA	2,036.08	2,120.92	2,209.96	2,303.56	2,401.84	2,505.04
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CA POST Mgmt. Cert.	763.45	801.60	841.70	883.80	928.00	974.40
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Lgy Bonus 20	763.45	801.60	841.70	883.80	928.00	974.40
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Lgy Bonus 26	1,526.90	1,603.20	1,683.40	1,767.60	1,856.00	1,948.80
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**232 Deputy Police Chief**

STEP	*1*
ANNUAL	227,436.00
MONTHLY	18,953.00
BI-WEEKLY	8,747.54
HOURLY	109.3442

**EDUCATIONAL INCENTIVE BONUS**

BA	2,474.36
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CA POST Mgmt. Cert.	947.65
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Lgy Bonus 20	947.65
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Lgy Bonus 26	1,895.30
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**301 Mayor**

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

**302 Councilmember**

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

**303 City Clerk**

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

**304 City Treasurer**

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

**305 Youth Commissioner**

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

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

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

**307**

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



**308 Planning Commissioner**

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

**330 Department Heads**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	169,272.00	177,732.00	186,624.00	195,960.00	205,764.00	216,048.00
MONTHLY	14,106.00	14,811.00	15,552.00	16,330.00	17,147.00	18,004.00
BI-WEEKLY	6,510.46	6,835.85	7,177.85	7,536.92	7,914.00	8,309.54
HOURLY	81.3808	85.4481	89.7231	94.2115	98.9250	103.8692

Lgy Bonus 20	352.65	370.28	388.80	408.25	428.68	450.10
Lgy Bonus 25	705.30	740.55	777.60	816.50	857.35	900.20
Lgy Bonus 30	1057.95	1110.83	1166.40	1224.75	1286.03	1350.30

**339 Assistant City Manager**

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

**340 Police Chief**

STEP	*1*
ANNUAL	253,356.00
MONTHLY	21,113.00
BI-WEEKLY	9,744.46
HOURLY	121.8058

Edu Incentive Pay	2,733.56
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CA POST Mgmt. Cert.	1,055.65
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Lgy Bonus 26	2,111.30
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**350 City Manager**

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



CITY OF GARDENA  
Gardena, California

CLASS SPECIFICATION  
December 2022

## **HUMAN SERVICES AIDE**

(Job Summary)

Under general direction, performs responsible, semi-professional recreation and human services work providing a variety of specialized program, service and client related assistance and support to professional staff responsible for the delivery of human services programs.

### **Representative Duties**

- Plans, coordinates, and leads programs and activities such as community presentations, educational classes, etc. Provides support for the emergency services food pantry, senior meal programs, senior day care program and special events; organizes and leads activities at the community center, Human Services office and/or other facilities within the city.
- Assists all programs within the Human Services Division such as Emergency Food Pantry, Youth and Family Services, Family Child Care Program, Senior Citizen's Bureau.
- Prepares a wide variety of documents and works with reservation and registration software at facilities; assists public at counter/front desk, accepts program registration and donations, and answers and directs incoming calls providing community resources as needed.
- Provides a variety of information to the public, participants, and staff using effective communication and building harmonious relationships. Uses tact and maintains confidentiality when dealing with clients.
- Organizes and conducts inventory of various supplies and equipment.
- Understands and follows oral and written instruction.
- Performs related duties as required.

### **Organizational Responsibilities**

Receives general supervision from the Recreation and Human Services Coordinators or a designee.

## **QUALIFICATIONS GUIDE**

### **Education and Experience**

A high school diploma or G.E.D. equivalent. Course work in college is desired. One (1) year paid or volunteer experience working with the public is desired.

### **Working Conditions**

Available to work varied shifts, including evenings, early mornings, weekends, and holidays. Position requires prolonged standing, sitting, walking on level or unlevelled surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. Incumbents may be required to lift, carry and/or push objects weighing 50 pounds or more. This position requires near and far vision for reading written documents and in the observation of participants during activities. Acute hearing is also required in providing customer service to public and /or assistance in facility, classroom, or outdoors. Will also be working in outdoor area and may be exposed to loud noises and extreme weather conditions.

### **License**

Must have and maintain a valid Class C California Driver's License. Within one (1) month of employment, will be required to complete and maintain a CA DMV Physical Certificate.

Possession of or ability to obtain within 6 months of employment, an appropriate, valid CPR and basic First Aid Certificate.



### **COVID Vaccination Requirement**

To ensure the safety and well-being of our community the City of Gardena requires that all employees and interns working with the Senior Citizens Bureau are vaccinated or have been approved for a qualifying medical or religious exemption.



CITY OF GARDENA  
Gardena, California

Class Specification  
December 2022

## **Lead Mechanic**

### **Job Summary**

Under general direction, leads and works with a small crew in the performance of a variety of technical skill, initiative, judgment, and general duties involved in the maintenance and repair of heavy-duty equipment, automobiles, trucks, and other power-driven and mechanical equipment; and does related work as required.

### **Representative Duties**

Provide quality assurance, leadership, and high productivity; train and direct subordinates; makes recommendations to improve methods of work and safety features related to the shop environment; estimate time, materials and costs involved in projects as assigned; prepare and submit reports as needed.

Inspect motorized and mechanical equipment; perform B.I.T. inspections and keep records up to date. Diagnose trouble and determine the extent of necessary repairs, order parts, review driver's daily vehicle condition reports. Fabricate special construction and maintenance equipment; diagnose, overhaul, repair and adjust diesel, propane, hybrid, CNG and gasoline engines; install new or rebuilt engines and adjust valves. Replace, fit, and adjust pistons, rings, and bearings; replace rods and gears; clean, repair and replace carburetors, fuel injectors, fuel lines and gauges.

Diagnose, repair, and recondition mechanical, electrical systems, hydraulic, and electronic computerized systems. Test and repair starters; recharge batteries; repair and replace such other components as alternators, distributors, relays, lights, and switches. Replace and adjust brakes; repair automotive and equipment bodies; braze and weld metals; use electric and oxyacetylene welding outfits and cutting torches; perform basic machine shop work. Will work on heavy diesel equipment and overhauling auto transmissions; steam clean parts and equipment; keep records of time, materials, parts, and work performed. Maintains shop and clean up after working specific assignments; will mop, sweep, pick up debris and use a pressure washer and floor scrubber. Assist in the training of less experienced personnel. Must be able to communicate effectively and courteously with all City staff.

### **Organizational Responsibilities**

The Public Works Lead Mechanic is a skilled lead position, reporting to the Public Works Superintendent and/or other designated Public Works Manager, and is responsible for the activities of designated personnel. Must be able to prioritize and assign work to subordinates. Able to use shop maintenance software for opening/closing work orders, assigning/tracking vehicle repairs and maintaining up to date hold list for assigned work.



## **Education and Experience**

Education equivalent to graduation from high school or trade school AND four (4) years of experience as a journeyman equipment mechanic. Additional skilled experience may be substituted for the required high school education on a year-for-year basis, to a maximum of two (2) years. Supervisory experience in a shop setting is highly desirable.

## **Knowledge and Abilities**

A working knowledge of automotive mechanical and electrical operations for gasoline engines, CNG experience with Cummins engines desired. The ability to recognize, identify/diagnose and repair heavy equipment and automotive equipment. Under minimal supervision, able to plan, coordinate and supervise crews engaged in heavy equipment and automotive repair. Able to use various software applications such as Excel, Outlook, and Word. Able to communicate effectively and to instruct subordinates in the proper repair and operation of equipment. Strong ability to demonstrate leadership and fairness in handling subordinates and read, interpret, and correctly follow instructions of superiors.

Thorough knowledge of and the ability to: correctly use the tools, equipment and procedures used in the overhaul, repair, and adjustment of motor equipment, mechanical, fuel, ignition, hydraulic, electrical, and cooling systems and their repair and adjustment; operation and care of internal combustion engines, equipment chassis and parts; make mechanical repairs to a variety of automotive and truck equipment; operate automotive and machine shop tools such as lathes, drills, presses, grinders, reamers, tire machines, tire/wheel balancers and brake relining machines; accurately diagnose mechanical, electrical and computer related trouble, occasionally utilizing computer diagnostic tools; operate oxy-acetylene and electric welding equipment; comprehend and follow instructions; perform simple and repetitive tasks; maintain a work pace appropriate to a given work load, perform complex and varied tasks as assigned. Must have the ability to maintain work, time, material, and parts records, operate a computerized management system; and assist other mechanics in the performance of mechanical repairs as required; able to make decisions and/or evaluations without immediate supervision. Must have own tools.

## **Physical Demands and Working Conditions**

Work is performed indoors and occasionally outdoors and may involve excessive noise, extreme temperatures, humidity or wetness, dust, gas, fumes, odors or chemicals, dust or wind, vibration, toxic substances, radiation, explosive or electrical and mechanical hazards. Work involves physical demands such as sitting, walking, standing, bending (neck and from waist), reaching (up and down), stooping, kneeling, crawling, twisting (neck and waist); use of hands in simple and power grasp, fine manipulation; driving/steering, pushing/pulling; required to lift and carry up to 75 pounds. Equipment used or operated infrequently or frequently are forklift, pallet jacks, impact wrench, drill press, air-powered tools, all facets of electrical, gas, and air welding and cutting tools, mechanical and electrically operated saws, grinders, drills, air-impact hammer, transit bus, street sweepers, tractors, loaders, articulated loaders, graders, air compressors, jack-hammers, large stump cutting equipment, chippers, cement mixers, trenchers, chainsaws, concrete saws, hot-asphalt patch trucks, asphalt and other rollers, vehicles with trailers of various weights and sizes, manned aerial towers up to 75' working height, cranes, riding and other lawn mowers



and equipment, utility pick-up and dump trucks, vans, computer, diagnostic scanning tools, specialized diagnostic equipment, high-pressure gas recirculation and recovery equipment, lathe, air nozzles, gasoline and diesel dispensing equipment, high-pressure vacuum equipment and other industrial tools and other equipment associated with the municipal equipment mechanic trade.

### **LICENSE**

Possession of a valid California Class B Driver's License with Air Brake endorsements at the time of appointment.





# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 8.H  
Section: CONSENT CALENDAR  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: Authorize Agreement between South Bay Workforce Investment Board, Inc., on behalf of the City of Inglewood, and the City of Gardena through June 30, 2024

**CONTACT: ADMINISTRATIVE SERVICES**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that the City Council approve the Contract between the South Bay Workforce Investment Board, Inc. (SBWIB) on behalf of City of Inglewood, and the City of Gardena ("Agreement").

Under the Agreement, the SBWIB will enlist the City to provide a platform in which its participants gain workforce training and experience with the ultimate goal of preparing participants for permanent employment and self-sufficiency. The participants' pay is subsidized by SBWIB; therefore, the City does not incur any cost.

In addition, the Agreement complies with all relevant bargaining agreements in that the Work Experience Program carried out under the Agreement (Transitional Subsidized Employment (TSE) Program) will not displace or hinder promotional or employment opportunities for current City employees.

Participation under the Agreement is limited to a period no longer than 12 months, but may be limited to shorter durations upon program goals and funding considerations.

**FINANCIAL IMPACT/COST:**

No financial impact

**ATTACHMENTS:**

[SBWIB AGREEMENT - WIO Paid Work Experience.doc](#)

[SBWIB Transitional Subsidized Employment Agreement 2022-2023.docx](#)

[Certificates\\_City-of-Gardena-Coverage.pdf](#)

[Automobile Insurance Waiver.pdf](#)



APPROVED:

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

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Clint Osorio, City Manager





**SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.**  
**WIOA PAID WORK EXPERIENCE PROGRAM**  
**WORKSITE AGENCY AGREEMENT NO. 22-WXXX**

This document constitutes a non-financial agreement between the South Bay Workforce Investment Board, Inc., on behalf of the City of Inglewood, and hereinafter referred to as “SBWIB, INC.” and the **CITY OF GARDENA**, hereinafter referred to as Worksite Agency. This Agreement, when executed, shall be in effect from the date of signature to **October 31, 2024**.

The Worksite Agency, agrees to do the following:

1. Provide work experience training for participants, based on Exhibit A, Slot Request Form. If the Worksite determines that a change of job duties is necessary, the SBWIB, INC. must be contacted for approval.
2. Provide a safe, healthy work environment for all participants.
3. Ensure that time and attendance records will be kept by the Worksite Supervisors, and will reflect the actual time worked. The absence and tardiness policies as outlined in the Worksite Supervisors Handbook will be enforced. The standard Work Experience Time Sheet will be used for participants to record time and attendance. Participants shall sign in when reporting to work and sign out at the completion of the specified hours as described in the Slot Request Form (see Exhibit A). In no case will a participant be allowed to sign in and out simultaneously; nor will they be paid for recreational activities or time not worked.
4. Provide sufficient work, equipment and materials. **SBWIB, Inc. will provide equipment, if needed, for the Virtual Learning Ambassador Program.**
5. Ensure that participants will not be placed at Worksites dealing with the maintenance or upkeep of religious institutions or where religious activities are conducted at anytime. Instruction and participation in religious activities are also prohibited.
6. Ensure that participants do not engage in political, union, religious or fundraising activities during work hours.
7. All Worksite supervisors are required to provide a Worksite Orientation to each participant. The purpose of the Orientation is to familiarize participant with their worksite and job duties; and the supervisor's expectations about their performance, attitude, conduct and appearance. Discussing other relevant information is encouraged.
8. Release participants for workshops, counseling and related activities as scheduled by SBWIB, INC.



9. Notify SBWIB, INC. of participant actions that require corrective measures, counseling, discipline or termination from the program.

10. Ensure that participants are supervised at all times, *which can include virtual supervision utilizing digital communication platforms.*

11. Prohibit participants from being supervised by a member of their family.

12. Designate a qualified alternate supervisor who has received a Work Experience Program Supervisor Orientation to supervise the participant(s) if a regular supervisor is absent. The Worksite must advise SBWIB, INC. if a new supervisor is assigned to the participants.

13. Follow set procedures when handling work related injuries and illnesses as discussed in the Supervisor's Orientation.

14. Not exceed a ratio of one (1) supervisor for seven (7) participants.

15. Comply with the Fair Labor Standards Act, applicable Child Labor Laws, California Education Code and WIA rules and regulations governing the Work Experience Program.

16. Make all worksite records and personnel available for monitoring by Federal, State and agency monitors.

17. Not hire any participants if the employer has terminated any regular employee or reduced the workforce with the intention of filling the vacancies with participants whose wages are subsidized under this Agreement.

18. Ensure that no program participant will displace any regular employee and that the regular employee "bargaining" representative (if applicable) has been informed of and does not object to this Agreement. Any misrepresentation of this assurance may subject Worksite Agency to removal of participant from Worksite.

Union Concurrence      ☐ Yes      ☐ No      ☒ N/A  
Union Representative: Name \_\_\_\_\_  
Title \_\_\_\_\_  
Union Affiliation: \_\_\_\_\_

19. Provide a work environment free from harassment or discrimination of any kind.

20. Worksite is required to maintain current insurance coverages throughout the term of this Agreement as follows:

**A. General Liability**

WORKSITE is required to maintain a general liability insurance policy (written on ISO policy form CG00 01 or its equivalent) with limits of not less than the following:



General Aggregate:	\$2 million
Products /Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence:	\$1 million

## **B. Automobile Liability**

If a Worksite Agency, in conducting activities under this Agreement, uses motor vehicles, the Worksite Agency is required to maintain an automobile insurance policy (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto.” Should Worksite Agency and its employees not use any motor vehicles to provide the services required under this agreement, Worksite Agency shall furnish to SBWIB, INC. on Worksite Agency’s letterhead, a letter stating *“Neither participant vehicles nor Company owned or operated vehicles will not be used to perform any of the services contemplated by the agreement between Worksite Agency and SBWIB, Inc.”*

## **C. Endorsements on General Liability and Automobile Certificates must read:**

“The South Bay Workforce Investment Board, Inc., its Employees, Officers and Agents; the City of Inglewood, its Employees, Officers and Agents; and the County of Los Angeles, its Special Districts, its Officials, Officers and Employees are included as additional insured.”

## **D. Workers Compensation and Employers’ Liability**

Worksite Agency is required to maintain and provide evidence of insurance providing workers compensation benefits for Worksite Agency employees, as required by the Labor Code of the State of California or by any other state, and for which sub-contractor is responsible. Such insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

Worksite Agency shall provide an original Certificate of Workers Compensation naming SBWIB, Inc. as certificate holder: (see below)

Worksite Agency shall not be responsible to provide workers compensation benefits for participants under this subcontract agreement. The parties hereto further agree and recognize that the participants assigned to Worksite Agency’s worksites are not employees of Worksite Agency and are not entitled to any benefits to which Worksite Agency employees are entitled, including, but not limited to, unemployment insurance, state disability, or health insurance. For such purposes, SBWIB, Inc. shall be the employer of record.



**E. Equivalent or Self-Insurance Coverage**

Notwithstanding the insurance required above, the SBWIB, INC., at its own option, may accept as an equivalent for any such coverage, evidence of an ongoing program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirement herein contained, shall be subject to approval of the Attorney for the SBWIB, INC.

SBWIB, INC. will:

1. Provide an Orientation to Worksite Supervisors and Alternates. The Orientation shall consist of program goals, regulations, policies and procedures; and will be conducted at the discretion of SBWIB, INC.
2. Determine the maximum number of hours each participant may work per day and during the overall program. Such hours will be indicated on the Slot Request Form (Attachment A).
3. Provide payroll services and Worker's Compensation Insurance for participants.
4. Monitor the worksites.
5. Initiate appropriate revisions to this Agreement, as necessary.

Termination:

This Agreement may be cancelled by either Party without cause upon ten (10) days written notice prior to the effective date of such termination, which shall be specified in the notice.

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IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first above written.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF GARDENA**  
**WORKSITE AGENCY**

**SOUTH BAY WORKFORCE**  
**INVESTMENT BOARD, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Tasha Cerda, Mayor  
Printed Name and Title

Jan Vogel, Chief Executive Officer  
Printed Name and Title

1700 W. 162<sup>nd</sup> Street  
Address

11539 Hawthorne Blvd., 5<sup>th</sup> Floor  
Address

Gardena, CA 90247  
City, State & Zip Code

Hawthorne, CA 90250-2353  
City, State & Zip Code

APPROVED AS TO FORM:

\_\_\_\_\_  
Jack Ballas, Attorney-At-Law



## EXHIBIT “A” –SLOT REQUEST FORM

**Please provide a complete description of the duties, expectations, work hours and desired skills. This information is critical in order to match participants to your Worksite.**

Name of Organization: \_\_\_\_\_

Primary Contact/Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Worksite Address: \_\_\_\_\_

Worksite Supervisor Name: \_\_\_\_\_

Worksite Supervisor Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### Additional Locations for Position

Worksite Address	Supervisor	Contact Phone	Total Positions Available

Position Title: \_\_\_\_\_ Number of Position Available: \_\_\_\_\_

Work Schedule: Days: \_\_\_\_\_ Hours: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Dress Code: \_\_\_\_\_ Interview for Position: ☐ Yes ☐ No

Description of Duties:

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**Transitional Subsidized Employment Agreement  
5-Month Work Experience – 5-Month OJT  
Agreement No: 22-Wxxx**

<i>INTERMEDIARY CONTRACTOR:</i> <b>South Bay Workforce Investment Board, Inc.</b>	<i>CONTACT PERSON:</i> <b>JAN VOGEL</b>	<i>TELEPHONE NO:</i> <b>310.970.7700</b>
<i>ADDRESS:</i> <b>11539 HAWTHORNE BLVD., STE. 500 HAWTHORNE, CA 90250</b>	<i>EMAIL:</i> <a href="mailto:JVOGEL@SBWIB.ORG">JVOGEL@SBWIB.ORG</a>	<i>FAX NO:</i> <b>310.970.7711</b>
<i>CONTRACTOR:</i> <b>CITY OF GARDENA</b>	<i>CONTACT PERSON/TITLE:</i> <b>TASHA CERDA, MAYOR</b>	<i>TELEPHONE NO:</i> <b>(310) 217-9507</b>
<i>CONTRACTOR ADDRESS:</i> <b>1700 W. 162<sup>ND</sup> STREET GARDENA, CA 90247</b>	<i>EMAIL:</i> <a href="mailto:TCERDA@CITYOFGARDENA.ORG">TCERDA@CITYOFGARDENA.ORG</a>	<i>FAX NO:</i> <b>(310) 217-9694</b>

This Agreement is entered into this **1<sup>st</sup>** day of **July 2022** between the South Bay Workforce Investment Board, Inc. (SBWIB, Inc.), a California non-profit public benefit corporation on behalf of the City of Inglewood, hereinafter referred to as SBWIB, INC., and **CITY OF GARDENA, (Local Government)**, hereinafter referred to as Contractor. Both parties agree to the terms and conditions set forth within this Agreement.

## RECITALS

This contract is a subcontract under the terms of a Prime Contract with the County of Los Angeles, hereinafter referred to as COUNTY. All representations and warranties expressed herein shall inure to the benefit of the COUNTY.

In providing activities for the Transitional Subsidized Employment Program hereunder, CONTRACTOR shall conform to the provisions set forth in this subcontract agreement, including any and all Exhibits hereto and all current and future directives relating to the program. SBWIB, INC., will notify CONTRACTOR of any directives in writing upon receiving said directives from the COUNTY. This shall be done in order to maintain the various programs integrity and avoid any conflict of interest in its administration.

## TERMS AND CONDITIONS

Contract Period, Entry Period, Extensions, Amendments, Cancellations

### The parties agree:

The term of this agreement shall be effective from the date of its execution through June 30, 2024. SBWIB, Inc. shall have the sole option to extend this Contract for a one-year period. Both parties shall perform and complete services for those activities covered by this subcontract until this subcontract expires or is



terminated in writing by either party. In the event the current master Agreement between SBWIB, Inc. and the County of Los Angeles for services under the GAIN Program is not renewed, this Agreement shall terminate automatically on June 30, 2024.

**The parties further agree that:**

1. The period covered by this contract shall not extend beyond the date specified, unless modified in writing and agreed upon by both parties. But, in no event shall the duration of training and payment to the CONTRACTOR for the extraordinary cost of training exceed the specified amount.
2. The terms and conditions of this agreement may be amended during the contract period. All modifications or amendments to this contract shall be executed in writing and with the same formalities as this instrument.
3. SBWIB, INC., may immediately terminate this Agreement upon written notice to the CONTRACTOR at such time as funds are not available to it through the COUNTY OF LOS ANGELES. In addition, the SBWIB, INC., may immediately terminate this Agreement upon written notice to the CONTRACTOR for non-compliance or non-performance of the terms of this Agreement, or in the case a Trainee is found to be ineligible for program participation.
4. CONTRACTOR may terminate this with due cause and should notify SBWIB, INC., immediately in writing. Either party may, at any time during the term of this agreement hereof, terminate it without cause by giving thirty (30) days written notice to the other party.
5. No alteration or variation of the terms of this Agreement shall be valid and/or binding unless made in writing and signed by the parties hereto. There are no oral understandings or agreements not incorporated herein.

**CONTRACT PURPOSE**

The purpose of this Agreement is to establish the general terms and conditions under which SBWIB, INC., the COUNTY or authorized agent may refer eligible individual participants to the CONTRACTOR, enabling participants to take part in the Transitional Subsidized Employment Program. Under this agreement, CONTRACTOR agrees to accept eligible participants into its workforce for up to a 10-month training period for which the first 5 months or 160 days shall fall under the Work Experience classification. The remaining 5 months or 160 days shall be performed under the On-the-Job Training classification. SBWIB, INC., at the direction of the COUNTY OF LOS ANGELES may change the duration of training assignments by notifying CONTRACTOR in writing.

**WORK EXPERIENCE DEFINITION**

Work Experience (WEX) is a work activity in which participants receive paid work assignments with public, private non-profit or private for-profit agencies. The goal of WEX is to promote the gain of new skills, aid in the development of good working habits, provide exposure to professional networks, and present participants with the opportunity to gain knowledge and competencies that will increase their potential for achieving successful unsubsidized employment.



A WEX assignment should aim to improve work behavior skills, encourage the acquisition of new skills, enhance existing or recently acquired skills and assist with the development of employment references for the participant to use when seeking employment. The successful completion of a WEX work assignment may lead the participant to securing full-time unsubsidized employment and, ultimately, self-sufficiency.

For this agreement, participation in WEX is limited to a period no longer than five (5) months unless permission stating otherwise is granted by SBWIB, INC., in writing. SBWIB, INC., will serve as Employer of Record and compensate participants working at CONTRACTOR's place of business or other authorized location.

## **OJT**

The term "On-the-Job training" (hereinafter referred to as OJT) means paid training by CONTRACTOR to an OJT Participant while engaged in productive work. This training will:

1. Provide knowledge or skills essential to the full and adequate performance of the job;
2. Qualify for reimbursement to the CONTRACTOR as stated below for the extraordinary costs of providing the training and additional supervision related the training; and
3. Limit the OJT agreement period of time for a Participant to become proficient in the occupation for which the training is being provided. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the Participant, the prior work experience of the Participant, and the individual employment plan, as appropriate. For this agreement, no OJT training period may last for more than five (5) months.

## **CONTRACTOR further agrees as follows:**

### **A. TRAINING**

1. After the 5 month WEX period, CONTRACTOR agrees to accept eligible participants into its workforce as specified herein and develop a training plan (Exhibit A) for the Participant based on the skills needed for the Participant to be satisfactorily skilled in the position at the end of the training period.
2. In no event shall the SBWIB, INC., reimburse the CONTRACTOR more than \$8,313.60 per participant, subject to the maximum amount set forth herein and in accordance with the Exhibit "A", Maximum Reimbursement, for providing training under the terms hereof.
3. CONTRACTOR shall not subcontract the participant or any other provision of this agreement to any other CONTRACTOR or agency.
4. CONTRACTOR shall ensure the participant is paid the wage or salary indicated in this Agreement after the 5 month WEX period.
5. CONTRACTOR shall provide the participant with safety instructions and equipment necessary for reasonable protection against injury and damage. If the CONTRACTOR provides special clothing



or equipment to regular employees, the CONTRACTOR shall provide the same type of clothing or equipment to the Participant performing similar work.

6. The training will, to maximum extent feasible, contribute to the occupational development or upward mobility of individual participants.
7. Reimbursement under OJT will be limited to cost incurred during the basic work week (i.e. the normal number of regular working hours exclusive of overtime and holiday pay).

## **FISCAL**

During the 5-month Work Experience training period, SBWIB, INC., will serve as Administrative Employer of Record for the Transitional Subsidized Employment Program. In this capacity, SBWIB, INC., will be responsible for paying wages, employer taxes and workers compensation insurance for all participants enrolled in the program.

During OJT period, CONTRACTOR shall serve as the employer and will be reimbursed for the extraordinary training costs at a rate equivalent to no more than 60% of the OJT Trainee's gross hourly wage rate for the training period, not to exceed a gross wage of \$20/hrs. for the 5-month period. The parties agree that in no case can the total amount of expenditures exceed the sum of \$8,313.60 per participant.

CONTRACTOR shall ensure that each trainee is employed under a payroll system that includes documentation of attendance, dates worked and number of hours worked per date, computation of gross wages, deductions, net pay, and a maintenance system for cancelled checks. CONTRACTOR is expected to compensate participant at a rate commensurate with CONTRACTOR'S other regular employees performing similar work.

### Invoicing

CONTRACTOR shall submit an original monthly invoice to the SBWIB, INC., or authorized agent by the fifth calendar day of each month for services rendered under this Agreement. Included with invoices shall be copies of payroll records, time cards/sheets of trainee(s), the SBWIB, INC., OJT Wage Reimbursement Request for Cash/Invoice, as well as the OJT participant evaluation and skills/competencies achieved (signed by supervisor and trainee) to provide verification of training hours, wages paid, and skills/competencies achieved during the billing period. Invoices without signed payroll, time card records, and evaluation and skills/competency records, will not be honored by SBWIB, INC.

SBWIB, INC., will not reimburse CONTRACTOR for overtime or paid Holidays. CONTRACTOR shall invoice the SBWIB, INC., for amount due and SBWIB, INC., shall be required to reimburse CONTRACTOR not later than 60 working days after approval of the invoice.

CONTRACTOR shall submit final invoice(s) within 90 days after the conclusion of the participant's training period. The SBWIB, INC., reserves the right to refuse payment of invoice(s) received after 90 days.



The parties agree that in no case can the total amount of expenditures exceed the sum of \$8,313.60 per participant. CONTRACTOR understands that payment may be withheld by the SBWIB, INC., if CONTRACTOR fails to comply with the provisions of this Agreement. CONTRACTOR shall be responsible to repay any disallowed costs as determined by the SBWIB, INC., its agent, or the County of Los Angeles.

## **B. INSURANCE**

CONTRACTOR agrees to maintain in force at all times Comprehensive General Liability Insurance that willfully protects the CONTRACTOR, SBWIB, INC., and COUNTY from claims arising out of any act or employer's liability laws. Policies shall stipulate that the, SBWIB, INC., the City of Inglewood, its employees, officers and agents and County of Los Angeles, its Special Districts, its officials, officers and employees be named as additional insured and that SBWIB, INC., be given 30-days written notice of any modification or cancellations of insurance by the carrier. CONTRACTOR, prior to the commencement of a subcontract with SBWIB, INC., shall deliver to SBWIB, INC., a current certificate evidencing the required insurance coverages, secured through carriers reasonably satisfactory to the SBWIB, INC. CONTRACTOR shall maintain coverages and limits as follows:

### **1. General Liability**

CONTRACTOR is required to maintain a general liability insurance policy (written on ISO policy form CG00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products /Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence:	\$1 million

### **2. Automobile Liability**

If a CONTRACTOR, in conducting activities under this Agreement, uses motor vehicles, the CONTRACTOR is required to maintain an automobile insurance policy (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto." Should CONTRACTOR and its employees not use any motor vehicles to provide the services required under this agreement, CONTRACTOR shall furnish to SBWIB, INC., on CONTRACTOR's letterhead, a letter stating "Neither participant vehicles nor Company owned or operated vehicles will be used to perform any of the services contemplated by the agreement between CONTRACTOR and the City of Inglewood."

### **3. Workers Compensation and Employers' Liability**

CONTRACTOR is required to maintain and provide evidence of insurance providing workers compensation benefits for CONTRACTOR's employees, as required by the Labor Code of the State of California or by any other state, and for which sub-contractor is responsible. Such insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million



CONTRACTOR shall not be responsible to provide workers compensation benefits for participants under this subcontract agreement for the initial 5-month (160 day) work period. CONTRACTOR shall be responsible for implementing and engaging in Interactive Processes as required under the American Disability Act and making an effort to provide reasonable accommodations to participants who may be injured while fulfilling duties during the 5-month period and while working under this agreement. The parties hereto further agree and recognize that though the CONTRACTOR will maintain sole discretion and authority over participants' daily assignments and activities during the initial 5-month (160 day) period, the participants are enrolled in a work-experience training program for which their participation is not equal to standard employees of CONTRACTOR, and; therefore, are not entitled to any benefits to which CONTRACTOR's direct employees are entitled, including, but not limited to, unemployment insurance, state disability, or health insurance.

### **C. RECORDS**

1. The CONTRACTOR agrees to retain, protect, maintain, preserve and make available records, electronic or paper copies, to support OJT payments until five (5) years after final payment has been awarded under this OJT agreement. If any litigation, audit or claim has been initiated, the records will be maintained until a final determination has been made.
2. CONTRACTOR agrees to maintain all records pertaining to participant attendance for five years following the term of the subcontract agreement or until all pending Federal, State, COUNTY or SBWIB, INC., audits are completed, whichever is later. Upon request, the CONTRACTOR shall make these records available to all authorized Federal, State, (including the Auditor General), COUNTY and SBWIB, INC., personnel. Such records shall be kept in the County of Los Angeles, State of California and be accessible to authorized Federal, State, COUNTY representatives, and representatives of SBWIB, INC., for the retention period specified herein.
4. The CONTRACTOR will report OJT hires and terminations to the South Bay Workforce Investment Board, Inc. and authorized referral agent.

### **D. CONTRACTOR ASSURANCES**

1. CONTRACTOR agrees to employ and train the participant enrolled in the TSE Program in the skills necessary to become a regular full time unsubsidized employee in the occupation specified on Exhibit "A" of this Agreement. CONTRACTOR assures that participant/trainee(s) has been hired for a position presumed to be permanent, subject to trainee's overall performance, the employer's needs and personnel practices.
2. CONTRACTOR shall select an applicant from persons referred by the SBWIB, INC., the COUNTY or authorized agent. The CONTRACTOR retains the right to select or reject trainees(s) from the persons referred. Accordingly, the CONTRACTOR absolves SBWIB, INC., the COUNTY or authorized agent of responsibility in the final selection of any trainee and agrees to indemnify and hold South Bay Workforce Investment Board, Inc./South Bay One-Stop Business & Career Center harmless from the selection of any trainee(s).



3. CONTRACTOR assures that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), with the regulations at 29CFR Parts 31, 32, and 34, and with all other applicable federal and State laws, rules, and regulations, including U.S. Executive Order 11246, as amended by U.S. Executive Order 11375 and supplemented by 45 CFR Part 60, which provides that no individual shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation. The CONTRACTOR further assures not to employ legally-prohibited discriminatory practices of any kind and to take positive measures to assure that equal employment opportunities, including recruitment, employment, training, and promotion in all job classifications, are made available without regard to race, color, religion, sex, age, national origin, physical or mental handicap, marital status, or political affiliation as required by Federal and State laws and regulations and by the State Welfare and Institutions.

## **E. STANDARD OF CARE**

In carrying out the provisions of this Agreement, the CONTRACTOR shall act with reasonable care and diligence and in good faith, without negligence, fraud, misconduct, or any act presented in bad faith or willful omission. The CONTRACTOR must further demonstrate the level of skill, care and professionalism that would be expected from a reasonably skilled and experienced provider of similar services and according to stipulations enforced by SBWIB, INC., while performing services under this Agreement, including stipulations enforced via pertinent attached or unattached exhibits, instructional documents, policies and/or procedures, which are incorporated herein by reference as if set forth in full.

It is further agreed that the quality of such services shall be judged solely by SBWIB, INC., as to whether or not CONTRACTOR performed its services consistent with stipulations enforced herein and by SBWIB, INC., and with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

## **F. HOLD HARMLESS**

CONTRACTOR shall indemnify, defend, and hold harmless the SBWIB, INC., the COUNTY, its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives from and against any and all loss, damage, expense, or indebtedness resulting there from, relating to, or arising out of, by reason of, or in any way connected with wrongful or negligent acts, or any act, error or omission directly or indirectly connected or attributable to the services, performance and disbursement and use of County funds relating to this agreement by the CONTRACTOR, its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives in performing or failing to perform any services required herein to be performed.

SBWIB, INC., shall indemnify, defend, and hold harmless the CONTRACTOR, its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives from and against any and all loss, damage, expense, or indebtedness resulting there from, relating to, or arising out of, by reason of, or in any way connected with wrongful or negligent acts, or any act, error or omission, directly or indirectly, connected or attributable to the services, performance or disbursement and use of County funds relating to this agreement, by SBWIB, INC., its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives.



## **G. LIMITATION OF LIABILITY**

In recognition of the risks relative to the standing liaison and services performed under this agreement as described herein, CONTRACTOR agrees, to the fullest extent permitted by law, to hereby release, discharge, and waive against SBWIB, INC., the COUNTY, and their officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives from and against losses, costs, damages, and lost profits of any kind, whatsoever, whether arising from breach of contract; violation(s) of any applicable law, rule, or regulation; a failure to provide standard of care; negligence; misconduct; or from any act or failure to act hereunder, resulting in losses or damages, punitive or consequential, including, without limitation, attorney's and expert witness' fees and costs, regardless of whether such losses, damages or costs were foreseeable or whether either party or any entity had been advised of the possibility of such damages.

It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to reasons presented herein or any other claim whether in tort, contract or equity.

It is further understood that in no event shall SBWIB, Inc., be responsible for, and herein expressly disclaims, any/all liability for any indirect, incidental, exemplary, punitive, special or consequential damages, or damages for loss of profits/reputational harm, revenue, data, or use, incurred by the CONTRACTOR or any third party, whether in an action in contract or tort for which such loss or damage arises, directly or indirectly, while performing services under this Agreement, whether either party or any entity had been advised of the possibility of such damages.

## **H. GRIEVANCE PROCEDURES**

During the training period, any TSE Program grievances that may arise between CONTRACTOR and Participant will be resolved in accordance with the Grievance Procedures established by the South Bay Workforce Investment Board, Inc., or such other authorized body. CONTRACTOR will use its own written grievance procedures to resolve non program related problems that may arise between CONTRACTOR and Participant.

CONTRACTOR shall make reasonable efforts to resolve grievance arising out of TSE activities and refrain from actions, which harass, antagonize, intimidate, coerce, threaten, discriminate, or otherwise take reprisal against a Participant filing a complaint, concerning the Transitional Subsidized Employment program or activities.

## **I. CONFIDENTIALITY**

CONTRACTOR agrees that all information and records obtained in the course of providing services to project participants shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto and no such information may be relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated, GAIN contractors, as approved by the County, and organizations approved and designated by DPSS.



## **J. ADDITIONAL TERMS**

1. CONTRACTOR shall assist and encourage qualified participants to compete for job openings within the CONTRACTOR'S organization, while reiterating or explaining the program's purpose, including providing the participant with a clear understanding that unsubsidized employment is not guaranteed and consideration of such option is contingent upon the participant's successful completion of the program, amongst other factors (e.g., job availability, funds, etc.).
2. CONTRACTOR agrees that wage and labor standards will be adhered to and to pay the Participant at the same rates, including increases, and benefits as trainees or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in an event less than the higher specified in section 6(a) (1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law.
3. CONTRACTOR certifies that the existence of this agreement will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of the services contemplated by this agreement, or it has no collective bargaining agreement with a labor organization.
4. CONTRACTOR further assures that funding provided under this agreement will not be used to assist, promote or deter union organizing.
5. CONTRACTOR assures that they have not been debarred or suspended in regard to federal funding.
6. CONTRACTOR certifies that they will not use this contract to employ a member of his/her family such as wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.
7. CONTRACTOR assures that the Participant(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or a place for religious worship. CONTRACTOR agrees that no participant shall be asked or required to participate in the promotion of religious activities. Furthermore, CONTRACTOR agrees that it will not perform, nor permit to be performed, any religious activities in connection with the performance of this agreement.
8. CONTRACTOR shall designate a qualified candidate to supervise participants, ensuring that supervisor is knowledgeable of basic employment laws and processes, including, but not limited to, discriminatory and harassment practices and policies. CONTRACTOR must provide worksite supervisors with appropriate written materials describing the tasks necessary to successfully perform his/her duties, including a copy of this document and any other regulations, policy or procedures provided by the County or SBWIB, Inc. with the intention to provide instruction or guidance while performing services under this agreement.
9. CONTRACTOR shall provide an orientation to each participant prior to them beginning the work-experience duties, which includes a review of worksite attendance policies, description of duties,



work-experience expectations, worksite conduct, rules, and other applicable policies and procedures.

10. During the training period, CONTRACTOR shall expose participants to all customary and normal requirements of the job and provide participants with enhanced or updated training, whenever necessary, to enable participants to master the job.
11. CONTRACTOR must comply with applicable Federal, State, local and labor laws and standards, regulations relating to employment, equal opportunity and discrimination, business licensing, taxation, insurance requirements, occupational health and safety provisions, child labor laws and shall provide a safe and healthy work environment with the same job safety and working conditions as provided to regular employees. Participants shall not be placed at worksites that are unsanitary, hazardous, or dangerous to their health and safety. Participants must be provided the proper equipment and training to safely perform their respective programs.
12. CONTRACTOR shall continuously provide and maintain facilities which are adequate to fulfill the requirements of this Agreement throughout the term of the contract.
13. CONTRACTOR shall ensure that no currently employed worker is displaced by any participant, including partial displacement such as a reduction in non-overtime hours, wages, employment benefits, and/or infringement on promotional opportunity.
14. CONTRACTOR shall not hire participant where any other individual is on layoff from the same or a substantially equivalent job, or terminate the employment of any regular employee with the intention of filling the vacancy so created with a Participant.
15. CONTRACTOR shall comply with the prohibition using program funds as a contribution to a retirement plan on behalf of the participant.
16. CONTRACTOR agrees to treat the participant like the CONTRACTOR'S other employees with regard to wages, including periodic scheduled increases not related to individual performance, vacations and sick leave, fringe benefits, holiday pay, overtime, and other benefits, Workers' Compensation, or other disability insurance during and after the training period.
17. CONTRACTOR shall comply with California Drug-Free Workplace Act of 1990 (Cal Gov. Code Section 8350 et seq) as amended, including provision of the requisite certification as set forth therein; and the federal Drug Free Workplace Act of 1998, including its implementing regulations (29CFR Part 98, commencing with 98.600.)
18. CONTRACTOR shall comply with the Child Support Compliance Act of the State of California, as implemented by the Employment Development Department.
19. CONTRACTOR shall comply with Davis-Bacon Act requirements that all laborers and mechanics employed by CONTRACTOR as the Employer, or its contractors or subcontractors in any construction, alteration or repair, including painting and decorating of projects and buildings funded



with federal funds, shall be paid wages at least equal to the established local prevailing wage for the position.

20. CONTRACTOR agrees that no participant shall be asked or required to participate in any political activity of any kind. Participants shall not be asked or required to participate in any manner in any partisan political activity, or activity for or against the election of candidates for office.
21. CONTRACTOR agrees to maintain participant Time Sheets and forward them to SBWIB, INC., or other agent on a bi-weekly basis during the 5 month WEX period.
22. CONTRACTOR shall adhere to policies and rules as discussed in the Supervisor Handbook. The Supervisor Handbook will be provided to CONTRACTOR upon execution of this agreement.
23. CONTRACTOR shall immediately inform referral agency, SBWIB, INC., and the participant's GAIN SERVICE WORKER should the participant cease to attend, withdraw from, or is terminated from his/her assignment.
24. CONTRACTOR understands and acknowledges that during the 5-month training period, SBWIB, INC., will serve as administrative employer of record only for which it has no control, influence or affiliation in decisions made relating to the work-experience employee's daily assignments, or the supervision and daily standard of care provided by CONTRACTOR. CONTRACTOR further understands and acknowledges that once the 5-month training period has concluded, SBWIB, INC., will no longer act as the employer of record or employer for any other aspects of the program as full-employer responsibilities will then be transferred to the CONTRACTOR.
25. CONTRACTOR shall fully cooperate with authorized representatives of the SBWIB, INC., County, State and Federal governments including independent auditors. In particular, cooperation is required with respect to those representatives seeking to interview any program participant or staff member of the CONTRACTOR, as well those representatives who evaluate, inspect and/or monitor facilities and operations of the CONTRACTOR that are directly involved in the implementation of programs funded through this Agreement, including program records. While investigating any and all complaints that may arise during the term in which this agreement is in effect, SBWIB, Inc., reserves the right to enter Contractor's facilities unannounced during business hours to observe Contractor's operations.
26. In the event of injury or death of a participant during the 5-month training period, the CONTRACTOR shall immediately contact: Tracey Atkins, GAIN Program Manager at (310) 970-7796 and Lorraine Sinelkoff, Los Angeles County DPSS at (562) 908-5863 within 24 hours of occurrence or knowledge of occurrence.
27. CONTRACTOR acknowledges that Los Angeles County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contracts are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. CONTRACTOR warrants and certify that to the best of its knowledge that it is now in compliance, and during the term of this Contract



will maintain compliance, with Los Angeles County Code Chapter 2.206, unless Contractor qualifies for an exemption or exclusion.

28. CONTRACTOR shall notify participants and its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
29. CONTRACTOR acknowledges that the County of Los Angeles takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). CONTRACTOR further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. CONTRACTOR and its employees acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.
30. Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in Los Angeles County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR minimum qualifications for the open position. For this purpose, consideration shall mean CONTRACTOR will interview qualified candidates.
31. CONTRACTOR acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby law. CONTRACTOR understands that it is County's policy to encourage all Contractors and Subcontractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. SBWIB, INC., will supply CONTRACTOR with the poster to be used.

## **K. RETENTION**

To goal of the program is to retain the participant as a regular employee upon successful completion of training, at the post-training wage rate, at a full-time scheduled number of work hours unless otherwise agreed to in writing. The CONTRACTOR acknowledges that failure to retain a TSE participant who has successfully completed training may be grounds for disqualification for additional participant referrals or subsequent participation in the TSE Program.

## **ENTIRE AGREEMENT**

This agreement, including all Exhibits referenced, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

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IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first above written.

**CONTRACTOR**

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**Tasha Cerda, Mayor**

**SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.**

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**Jan Vogel, Chief Executive Officer**

**APPROVED AS TO FORM:**

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**Jack Ballas, Attorney at Law**



**SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. / SOUTH BAY ONE-STOP BUSINESS & CAREER CENTERS**

1. OCCUPATION: \_\_\_\_\_ ONET: \_\_\_\_\_
2. LOCATION: \_\_\_\_\_
3. CONTACT PERSON/TITLE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_
4. START DATE: **TBD** ANTICIPATED END DATE: **TBD** WAGE AT COMPLETION: **\$15.00**
5. Hrs. per day: \_\_\_\_ a.m. to \_\_\_\_ p.m. Hrs. /day \_\_\_\_ Circle days/wk.: Mon. Tue. Wed. Thurs. Fri. Sat. Sun.  
**\*To be determined at time of employment**
6. SIGNATURE OF TRAINING SUPERVISOR: \_\_\_\_\_ DATE: \_\_\_\_\_
7. OJT INFORMATION -- *Note: SBWIB, Inc., will reimburse 60% of gross wages up to \$20 per hour for a 5-month period*

## 8. TRAINING OUTLINE

14



GL1-2463

AI

**CERTIFICATE OF COVERAGE**

06/29/2022

**Public Risk Innovation,  
Solutions, and Management**

**C/O ALLIANT INSURANCE SERVICES, INC.**  
**18100 VON KARMAN AVENUE, 10TH FLOOR**  
**IRVINE, CA 92612**

PHONE (949) 756-0271 / FAX (619) 699-0901  
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE  
AFFORDED

**A- Public Risk Innovation, Solutions, and Management**

**Member:**

CITY OF GARDENA  
 ATTN: ALYSSA PALMA  
 1700 WEST 162ND STREET  
 GARDENA, CA 90247

COVERAGE  
AFFORDED

**B**

COVERAGE  
AFFORDED

**C**

COVERAGE  
AFFORDED

**D**

**Coverages**

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
<b>A</b>	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> General Liability Aggregate	PRISM PE 22 EL-119	07/01/2022	07/01/2023	\$1,000,000 \$2,000,000  Limits inclusive of the Member's Self-Insured Retention of \$750,000

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS AGREEMENT BETWEEN CITY OF GARDENA AND SBWIB, INC. FOR GRANT PROGRAMS TO PROVIDE SUBSIDIZED EMPLOYMENT FOR DISPLACED WORKERS AND AT RISK YOUTH.

CITY OF INGLEWOOD, SBWIB, INC., ITS EMPLOYEES, OFFICERS AND AGENTS AND THE COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

**Certificate Holder**

SBWIB, INC.  
 11539 HAWTHORNE BLVD. STE 500  
 HAWTHORNE, CA 90250

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

  
 Gina Dear  
 Public Risk Innovation, Solutions, and Management



**ENDORSEMENT NO. U-1**

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
GENERAL LIABILITY 1**

**ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT**

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

**ADDITIONAL COVERED PARTY:**

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

**AS RESPECTS:**

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: \_\_\_\_\_

Memorandum No.: PRISM 22 EL-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2022



Authorized Representative  
Public Risk Innovation, Solutions, and Management





December 13, 2022

**Automobile Insurance Waiver**

*Neither participant vehicles nor Company owned or operated vehicles will not be used to perform any of the services contemplated by the agreement between Worksite Agency and SBWIB, Inc."*

Name: Tasha Cerda, Mayor

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





# ***City of Gardena***

## ***Gardena City Council Meeting***

### ***AGENDA REPORT SUMMARY***

Agenda Item No. 8.I  
Section: CONSENT CALENDAR  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: Acceptance and Notice of Completion for the Gardena community Aquatic and Senior Center Project - Demolition Phase, JN 978

**CONTRACT: PUBLIC WORKS**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that City Council accept the work and order the recordation of the Notice of Completion for the Gardena Community Aquatic and Senior Center Project – Demolition Phase, JN 978.

The demolition phase of the Gardena Community Aquatic and Senior Center Project has been completed. This phase includes demolition, removal and disposal of two fourplex buildings with detached garages, existing aquatic pool, existing aquatic facilities and all other site hardscapes within the project limits. Demolition includes structural concrete, foundations, walls, doors, windows, structure steel, metals, roofs, masonry, attachments, appurtenances, piping, electrical and mechanical equipment, paving, curbs, walks, fencing, bush, rubbish, scrap, and all other items identified per plans and specifications. The scope also consists of removal of hazardous materials including asbestos and lead based paint and earthwork rough grading.

Sufficient funds to complete this project were appropriated by City Council in the FY 2022-2023 Capital Improvement Budget using Proposition 68 and General Funds.

**FINANCIAL IMPACT/COST:**

Amount of Expense: \$173,229.22

Funding Source: Prop 68 and Bond Proceeds

**ATTACHMENTS:**

[NOC\\_Aquatics and Senior Center\\_JN 978.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



RECORDING REQUEST BY AND MAIL TO:

Mina Semenza, City Clerk  
City of Gardena  
1700 W. 162nd Street  
Gardena, CA 90247

---

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that:

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 24th day of May 2022, the City Council of said City entered into contract with Interior Demolition, Inc. whose address is 2621 Honolulu Avenue, Montrose, CA 91020 for the improvement titled Gardena Community Aquatic and Senior Center Project – Demolition Phase, JN 952 in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at 1650 W. 160<sup>th</sup> Street & 16004 and 16010 S. Harvard Boulevard in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on October 27<sup>th</sup>, 2022.
5. That the City Council formally accepted this work and improvement on December 13, 2022.

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled Gardena Community Aquatic and Senior Center Project – Demolition Phase, JN 978 in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City this \_\_\_\_ day of \_\_\_\_\_ 2022.

City of Gardena

\_\_\_\_\_  
Matthew Au





# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 12.A  
Section: DEPARTMENTAL  
ITEMS - ADMINISTRATIVE  
SERVICES  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: City of Gardena Audit Reports for Fiscal Year Ended June 30, 2022: Annual Comprehensive Financial Report (ACFR), Family Child Care and GTrans

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

**Staff Recommendation: Receive and File Audit Reports for Fiscal Year 2021-2022**

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

Presented for the City Council to receive and file are audited financial reports for the fiscal year ended June 30, 2022, as prepared by the City's contracted auditing firm, The Pun Group, LLP, an independent public accounting firm fully licensed and qualified to perform audits of the state and local governments within the State of California. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City for the fiscal year ended June 30, 2022, are free of material misstatement. There were no findings in the audit of the financial statements.

- Annual Comprehensive Financial Report (ACFR), June 30, 2022
  - The financial statements included in the ACFR represent all City funds. City management is responsible for the accuracy of the data, the fairness and completeness of the presentation, and the inclusion of all disclosures that are necessary for the reader to understand the City's operations. The report contains a citywide view of all governmental and business-type activities, as well as a focus on the financial position and operating results of the City's major funds.
  - The auditors issued an unmodified opinion that based upon their audit, the City's financial statements are presented fairly, as of June 30, 2022, and changes in the financial position and cash flows are in accordance with Generally Accepted Accounting Principles (GAAP) in the United States.
- Family Child Care Program Report, June 30, 2022
  - Issued with an unmodified opinion that the financial statements are presented fairly, in all material respects, the financial position of the Family Child Care Program as of June 30, 2022, and the results of its operations for the year then ended in conformity with Generally Accepted Accounting Principles (GAAP) in the United States.
- GTrans Enterprise Fund, June 30, 2022
  - Issued with an unmodified opinion that the financial statements are presented



fairly, in all material respects, the financial position of GTrans as of June 30, 2022, and the results of its operations and cash flows for the year then ended in conformity with Generally Accepted Accounting Principles (GAAP) in the United States.

**FINANCIAL IMPACT/COST:**

No Financial Impact

**ATTACHMENTS:**

[Attachment #1-ACFR Report June 30, 2022.pdf](#)

[Attachment #2-Gardena Family Child Care Program Report June 30, 2022.pdf](#)

[Attachment #3-GTrans Report June 30, 2022.pdf](#)

APPROVED:

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

---

Clint Osorio, City Manager





# ANNUAL COMPREHENSIVE FINANCIAL REPORT

For Fiscal Year Ended June 30, 2022

CITY OF GARDENA, CALIFORNIA









# ANNUAL COMPREHENSIVE FINANCIAL REPORT

**FISCAL YEAR ENDED JUNE 30, 2022**

**CITY OF GARDENA, CALIFORNIA**



PREPARED BY

THE ADMINISTRATIVE SERVICES DEPARTMENT

**Clint Osorio  
City Manager**

**And**

**Raymond Beeman  
Director of Administrative Services**

\* \* \* \* \*







**City of Gardena**  
**Annual Comprehensive Financial Report**  
**For the Year Ended June 30, 2022**

**Table of Contents**

**Page**

**INTRODUCTORY SECTION (Unaudited)**

Letter of Transmittal.....	i
GFOA Certificate of Achievement for Excellence in Financial Reporting.....	vi
Organization Chart .....	vii
Commissions, Boards, Committees, Etc. ....	viii
Officials of the City of Gardena, California .....	ix

**FINANCIAL SECTION**

<b>Independent Auditors' Report on the Financial Statements .....</b>	<b>1</b>
---	----------

<b>Management's Discussion and Analysis (Required Supplementary Information) (Unaudited) .....</b>	<b>5</b>
--	----------

**Basic Financial Statements:**

Government-Wide Financial Statements:

Statement of Net Position .....	20
Statement of Activities .....	22

Fund Financial Statements:

Governmental Fund Financial Statements:

Balance Sheet.....	29
Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position .....	30
Statement of Revenues, Expenditures, and Changes in Fund Balances .....	31
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Government-Wide Statement of Activities and Changes in Net Position.....	32

Proprietary Fund Financial Statements:

Statement of Net Position .....	34
Statement of Revenues, Expenses, and Changes in Net Position .....	37
Statement of Cash Flows .....	38

Index to Notes to the Basic Financial Statements .....	43
Notes to the Basic Financial Statements .....	45



**City of Gardena**  
**Annual Comprehensive Financial Report**  
**For the Year Ended June 30, 2022**

**Table of Contents (Continued)**

**Page**

**FINANCIAL SECTION (Continued)**

**Required Supplementary Information (Unaudited):**

Budgetary Comparison Schedule – General Fund .....	97
Budgetary Comparison Schedule – Economic Development Grants Special Revenue Fund.....	98
Notes to the Budgetary Comparison Schedule .....	99
Schedule of Changes in Net Pension Liability and Related Ratios – CalPERS Miscellaneous Plan .....	100
Schedule of City’s Proportionate Share of the Net Pension Liability and Related Ratios – CalPERS Safety Plan.....	102
Schedule of Contributions – Pensions – CalPERS Miscellaneous Plan.....	104
CalPERS Safety Plan.....	106
Schedule of Changes in Net OPEB Liability and Related Ratios: Governmental Activities Retiree Healthcare Plan.....	109
GTrans Retiree Healthcare Plan .....	110
Sewer Retiree Healthcare Plan .....	111
Schedule of Contributions – Other Postemployment Benefits Plans: Governmental Activities Retiree Healthcare Plan.....	112
GTrans Retiree Healthcare Plan .....	114
Sewer Retiree Healthcare Plan .....	116

**Supplementary Information:**

**Nonmajor Governmental Funds:**

Combining Balance Sheet .....	122
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances .....	125
Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual: Consolidated Lighting District Special Revenue Fund.....	128
Prop C Local Return Special Revenue Fund .....	129
Gas Tax Special Revenue Fund .....	130
Public Safety Grants Special Revenue Fund.....	131
Public Works Grants Special Revenue Fund .....	132
Human Services Grants Special Revenue Fund.....	133
Community Development Block Grant (CDBG) Special Revenue Fund.....	134
American Rescue Plan Special Revenue Fund .....	135
City Capital Projects Fund.....	136

**All Debt Service Funds:**

Combining Statement of Net Position .....	138
Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances .....	140
Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual: 2006 Refunding COPs, Series A Debt Service Fund.....	142
2007 Refunding Revenue Bonds SBRPCA Debt Service Fund .....	143
2014 Taxable Lease Revenue Refunding Bonds Debt Service Fund .....	144
2017 Lease Financing Bonds - Debt Service Fund.....	145
2020 Taxable Pension Obligation Bonds - Debt Service Fund.....	146
2021 Lease Revenue Bonds .....	147



**City of Gardena**  
**Annual Comprehensive Financial Report**  
**For the Year Ended June 30, 2022**

**Table of Contents (Continued)**

---

	<u>Page</u>
<b>Supplementary Information (Continued):</b>	
Internal Service Funds:	
Combining Statement of Net Position .....	151
Combining Statement of Revenues, Expenses and Changes in Net Position .....	152
Combining Statement of Cash Flows .....	153
 <b><u>STATISTICAL SECTION (Unaudited)</u></b>	
Net Position by Component.....	158
Changes in Net Position .....	160
Fund Balances of Governmental Funds.....	164
Changes in Fund Balances – Governmental Funds .....	166
Governmental Revenues by Sources .....	168
General Governmental Expenditures by Function .....	170
Assessed Valuation and Actual Value of Taxable Property .....	172
Assessed Value of Property by User Code .....	174
Assessed Value and Estimated Value of Taxable Property.....	176
Construction and Bank Deposits .....	178
Property Tax Rates – All Overlapping Governments.....	180
Direct and Overlapping Property Tax Rates.....	182
Ten Largest Property Taxpayers .....	184
Top 25 Sales Tax Producers .....	185
Property Tax Levies, Tax Collections, and Delinquency .....	186
Card Club Gross Revenue Fee .....	187
Utility Users Tax Received .....	188
Taxable Sales by Category .....	189
Ratio of Outstanding Debt by Type.....	190
Pledged-Revenue Coverage.....	193
Ratio of General Bonded Debt Outstanding.....	194
Direct and Overlapping Bonded Debt .....	195
Legal Debt Margin Information .....	196
Debt Service Payment Schedule.....	198
Demographic and Economic Statistics .....	201
Ten Principal Employers .....	202
Unemployment Rates .....	203
Full-Time and Part-Time City Employees by Function .....	204
Employee Union Representation.....	205
Operating Indicators by Function.....	206
Capital Asset Statistics by Function.....	207
 <b>Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> .....</b>	
	209



# City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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December 8, 2022

Members of the City Council,  
and Citizens of Gardena

**ANNUAL COMPREHENSIVE FINANCIAL REPORT  
FISCAL YEAR 2021-2022  
LETTER OF TRANSMITTAL**

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) of the City of Gardena (the City) for the fiscal year ended June 30, 2022 (FY 21-22). The report is intended to update readers on the status of the City's financial position and results of operations for the past fiscal year.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. This ACFR has been prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America as promulgated by the Government Accounting Standards Board (GASB).

The report contains a Citywide view of all governmental and business-type activities, as well as a focus on the financial position and operating results of the City's major funds.

The City's financial statements have been audited by The Pun Group LLP, an independent public accounting firm fully licensed and qualified to perform audits of the State and local governments within the State of California. The financial statements included in this ACFR represent all City funds.

The goal of the independent audit is to provide reasonable assurance that the financial statements of the City for the fiscal year ended June 30, 2022, are free of material misstatement. The auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended June 30, 2022, were fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of the ACFR. Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.



## **PROFILE OF THE GOVERNMENT**

The City of Gardena is located just miles from the beautiful California coast, near the interchange of the Harbor, San Diego, and Gardena freeways, and just 13 miles south of the City of Los Angeles, in the South Bay Area. Gardena is a part of the Los Angeles-Long Beach-Glendale Metropolitan Statistical Area.

Gardena has the singular distinction of having within its borders both the first legal card club licensed in the State of California, granted in 1936, and the newest club in the state, which opened in 2000. At one time only five-card draw and lowball poker could be played. During the 1960s, Gardena was the only City in Los Angeles County to have legal gambling. In the mid-1980s, a tremendous Asian influence arrived with the introduction of a number of California games. A complete listing is contained in the City of Gardena Resolution No. 6581.

The City of Gardena, incorporated on September 11, 1930 as a general law City, operates under the Council-Manager form of government. Policy-making and legislative authority are vested in a governing council consisting of four members of the City Council and a Mayor elected on a non-partisan basis at-large for four-year terms, with an election every two years. The Council is responsible for, among other things, establishing policy, passing ordinances, adopting an annual budget, appointing members to various City Commissions and Boards and hiring the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the government, and for appointing the heads of the various departments.

Gardena offers a full range of municipal services, including police and code enforcement; recreation and human services; public works; streets and parks; planning and building services; engineering; transportation services (enterprise fund); and general administration. Fire services are contracted with Los Angeles County.

The Council is required to adopt an initial budget for the fiscal year no later than June 30 preceding the beginning of the fiscal year on July 1. This annual budget serves as the foundation for the City of Gardena's financial planning and control. The budget is prepared by fund, function (e.g. public safety), and department (e.g., police). Department heads may transfer resources within a department as they see fit.

## **LOCAL ECONOMIC CONDITIONS AND OUTLOOK**

As we come out of the COVID-19 pandemic, the City of Gardena is very fortunate to have a stable and diverse economic base, in addition to a forward-thinking City leadership who took the necessary actions to protect the community from the most devastating effects of the COVID-19 crisis.

When the City first adopted the budget for fiscal year 2021-2022 back in June 2020, the City was forecasting sharp declines in all the major revenue categories, as a result of the COVID-19 pandemic, except for sales tax, and adopted a \$330k budget deficit for the first time in over two decades. During fiscal year 2020-2021, it became apparent that due to the City leadership and their foresight to tirelessly pursue the passage of Measure G, the City was able to recognize increases compared to the adopted budget or minimal decreases. As a result of fiscal year 2020-



2021 actual results the City did a complete review of its original general fund adopted budget for 2021-2022 and revised the general fund original budget increasing revenue from \$66.9 million to \$77.6 million, an increase of around \$10.6 million and the general fund original expenditures budget from \$66.8 million to \$70.5 million, projecting a new surplus of \$6.9 million which more accurately matches the updated economic forecast.

The City's top 5 revenue sources include sales tax, card club, property tax, vehicle license fees and utility user's tax. The city is fortunate to have two card clubs within City limits, which are the Lucky Lady Casino and Larry Flynt's Hustler Casino. For the first time in over 2 years, these Casinos were operating at full capacity for the entire 2020-2021 fiscal year, previously these casinos dealt with a roof collapse and the closures related to the COVID-19 pandemic. As a result, the casinos revenue came in at \$10.5 million an increase of \$285k compared to revised adopted budget for fiscal year 2021-2022 and an increase compared to the prior year actual revenue of \$6.4 million making this once again the second largest revenue source for the city

On March 3, 2020, the City passed Measure G, which was a .75 % local sales tax measure to increase the local sales tax rate from 9.5% to 10.25%. The passage of this measure and continued thriving local economy resulted in sales tax increasing revenue generated of \$26.4 million an increase of \$1.8 million compared to the revised budget for 2021-2022 and an increase of \$3.6 million compared to 2020-2021. Thus, continuing the trend of sales tax being the number one revenue source by a significant margin for the city.

The remaining top 5 general fund revenue sources include property tax, utility users' tax and vehicle license fees. Property taxes is the number three revenue source and it came in at \$9.1 million compared to a revised budget of \$8.7 million an increase of \$400k, which was a result of the hot local real estate market and continued development, however with interest rates increasing in following fiscal years we can see this category taking a slight hit in revenue as a result. Vehicle license fees the fourth largest revenue generator showed an increase of \$30k compared to the revised budget with revenues of \$7.4. Coming in last of the top five revenue generators is utility user's tax revenue which came in at \$5.5 million compared to a budgeted amount of \$4.8 million an increase of \$603k, as businesses came back to a more normal operational schedule, which resulted in higher usage and additional revenue for the City; we anticipate this revenue source to stay flat in the future with the potential of some decreases as a result of solar and other technologies, which reduce the usage.

## **LONG-TERM FINANCIAL PLANNING AND MAJOR INITIATIVES**

As a result of the City's fiscally conservative approach taken these past couple of years, the City finds itself in a financially stable position, which allowed the City in its adopted budget for fiscal year 2022-2023 and 2023-2024, to budget for and add a total of 83 additional budgeted positions to the City's staffing resources ( 42-Full Time and 40-Part Time), as well as investments in seniors, youth and community service programs and the largest budgeted Capital Improvement Program in the Cities history with over \$56 million budgeted for the next two fiscal years.



General Fund Reserve Balance for fiscal year 2021-2022 was \$41,825,774 (the total of the nonspendable, restricted, committed, assigned, and unassigned components of fund balance) or 71% of total general fund expenditures. This amount is significantly higher than the policy guidelines of 25% set by the Council for budgetary and planning purposes.

The City maintains an existing lease rating of "A+" rating from Standard & Poor's and an "A1" rating with Moody's for its general fund lease supported debt as of June 30, 2022. The City's issuer ratings are "AA- with S&P and "Aa3" with Moody's. Which is reflective of a stable fiscal outlook and the expectation that Gardena will continue to maintain balanced operational costs with substantial fiscal reserves.

The City will maintain a safe community environment by implementing Building Development Safety and Security Standards, as well as continue street and sidewalk improvements Citywide.

In September 2021 the City took a proactive approach to take advantage of the historical low interest rates and used its excellent issuer credit rating of AA- with S & P to obtain a Lease Revenue Bond in the amount of \$15 Million dollars with a 20-year term at 1.98% true interest cost over the life of the bond. These bonds will be used to fund various capital projects including the Gardena Community Aquatic & Senior Center, The Community Center and various Park Improvements. If these same bonds were issued in today's interest rate climate we would have received an estimated true interest cost of around 4% , which we would have paid an additional \$4 million in interest over the life of the bond.

In November of 2022, the City of Gardena was awarded the prestigious Eddy Award for the "Most Business-Friendly City" (population over 60,000) from the Los Angeles County Economic Development Corporation (LAEDC). This was the City's third time being nominated for the award and first ever win. Since 1966, the LAEDC Eddy awards celebrate individuals, organizations, and educational institutions that demonstrate exceptional contributions to inclusive economic development in the region. LAEDC also recognizes local cities in categories based on their population size for creating environments that foster creation and growth of enterprises that provide good jobs and build wealth for our communities.

## **RELEVANT FINANCIAL POLICIES**

The City has adopted a set of financial policies. During the current year, the City updated GASB Statement No. 54, titled "Fund Balance Policy for the General Fund." This policy provides the users of the financial statements greater information about the availability of reported fund balance and the City's commitment of financial resources. Note 13 of the Notes to Basic Financial Statements, presents more detailed information about the five categories of fund balance – non-spendable, restricted, committed, assigned and unassigned fund balance.



## AWARDS and ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Gardena for its ACFR for the fiscal year ended June 30, 2021. This was the thirty-sixth consecutive year that the government has achieved this prestigious award. In order to be awarded a Certificate of Achievement, the government had to publish an easily readable and efficiently organized ACFR that satisfied both generally accepted accounting principles and applicable program requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. However, we believe that our current ACFR continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report could not have been accomplished without the collaborative assistance of the Department Heads and staff in all City departments. First and foremost, we want to recognize the dedicated employees of the Administrative Services Department. Their professional expertise and unassuming commitment to excellence is constantly manifested in the quality of the City's financial records and reporting. Appreciation is also expressed to the audit staff of The Pun Group, LLP, for their advice and assistance in the preparation of this report. Finally, we would like to thank the members of the City Council for their support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,



Clint D. Osorio  
City Manager

Respectfully submitted,



Ray Beeman  
Director of Administrative Services





Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**City of Gardena  
California**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

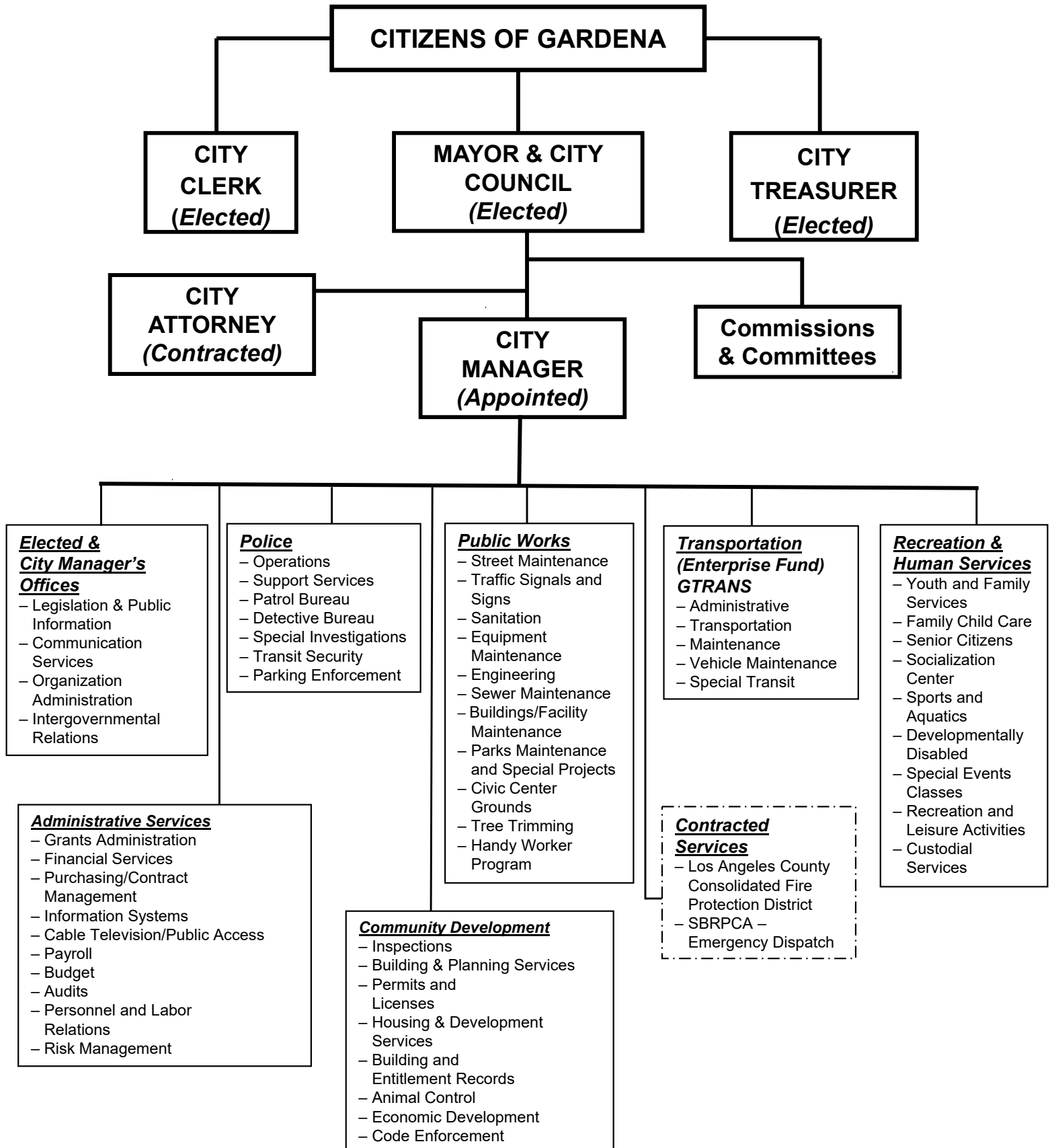
June 30, 2021

*Christopher P. Morrell*

Executive Director/CEO

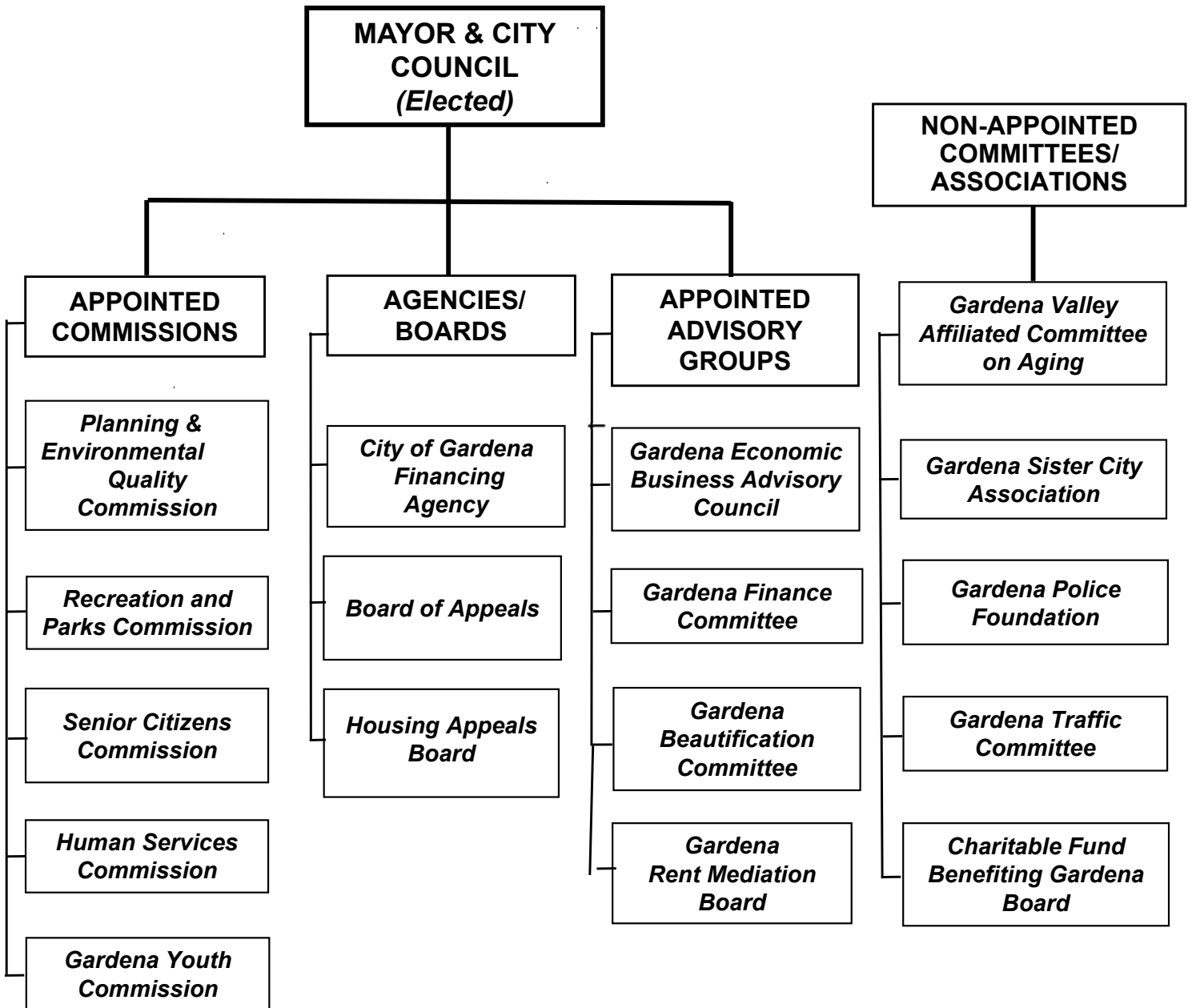


# CITY OF GARDENA ORGANIZATION CHART





**CITY OF GARDENA  
COMMISSIONS, BOARDS, COMMITTEES, ETC.**





# OFFICIALS OF THE CITY OF GARDENA, CALIFORNIA

FISCAL YEAR 2021 - 2022

## CITY OF GARDENA

### CITY COUNCIL

Tasha Cerda, Mayor  
Paulette C. Francis, *Mayor Pro Tem*  
Mark E. Henderson, *Councilmember*  
Rodney G. Tanaka, *Councilmember*  
Wanda Love, *Councilmember*

### Administration Officials and Department Heads

City Manager.....	Clint Osorio
Director of Administrative Services .....	Ray Beeman
City Treasurer .....	Guy Mato
City Clerk .....	Mina Semenza
City Attorney.....	Carmen Vasquez
Chief of Police .....	Michael Saffell
Public Works Director .....	Allan Rigg
Director of Recreation and Human Services .....	Stephany Santin
Community Development Director.....	Greg Tsujiuchi
Transportation Director.....	Ernie Crespo
Assistant Fire Chief – LA County Fire District.....	Brian Bennett



# City of Gardena

## *Annual Comprehensive Financial Report For the Year Ended June 30, 2022*



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**INDEPENDENT AUDITORS' REPORT**[www.pungroup.cpa](http://www.pungroup.cpa)

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

**Report on the Audit of the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gardena, California (the "City"), as of and for the year ended June 30, 2022, and the related notes to the basic financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Other Matters******Change in Accounting Principle***

As described in Note 1 to the financial statements, the City adopted new accounting guidance, Governmental Accounting Standards Board ("GASB") Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Budgetary Comparison Schedules – General Fund and Major Special Revenue Funds, the Schedule of Changes in Net Pension Liability and Related Ratios, the Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios, the Schedules of Contributions – Pensions, the Schedules of Changes in Net Other Postemployment Benefits Liability and Related Ratios, and the Schedules of Contributions – Other Postemployment Benefits as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



***Other Information***

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 8 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

*The PwC Group, LLP*

Santa Ana, California  
December 8, 2022



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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## City of Gardena

### Management's Discussion and Analysis (Unaudited)

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As management of the City of Gardena (City), California, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found in the introductory section of this report, as well as with the City's financial statements, which follow this discussion.

#### Financial Highlights

- ◆ The liabilities and deferred inflows of resources of the City exceeded its assets and deferred outflows of resources at the close of the 2021-2022 fiscal year by \$(7,221,963), which resulted in the City having a negative net position. The negative positions were due primarily to GASB No. 75 *Accounting and Financial Reporting for Postemployment benefits other than pensions*. The Other post-employment benefits (OPEB) were included within the government-wide financial statements for both governmental and business-type financial reporting. At close of 2021-2022 fiscal year, the City's Other post-employment benefit liabilities were \$76,280,979 and \$6,448,522 for governmental and business-type activities for a total of \$82,729,501.
- ◆ The City's total net position increased by \$33,126,028 in 2021-2022. Net position of governmental activities increased by \$32,603,064 while net position of business type activities increased by \$522,964. The increase for governmental activities was due primarily to 1) Additional Sales Tax Revenue compared to the prior year in the amount of around \$3.7 Million as the economy continued to improve. 2) The American Rescue Plan Act, which was guaranteed direct relief to cities, towns and villages in the United States was passed on March 11, 2021 and the City of Gardena was allocated \$15,002,061; the City recognized \$3.5 million in additional funds for the 2021-2022 fiscal year. 3) The Cities two Card Clubs; the Hustler Casino and Lucky Lady Casino both did better than expected realizing in \$6.5 million more in revenue in 21-22 compared to 20-21 with the Casino starting to rebound from the Covid closures. 4) The City's expenses decreased by about \$11 million as a result of a decrease in pension liabilities due to the Pension Obligation Bond issued in fiscal year 2021 and the increase in the actual investment rate of return (21.3%) compared to the expected investment rate of return (7.15%) for CalPERS pension plans.
- ◆ At the close of the 2021-2022 fiscal year, the City's governmental funds reported combined fund balances of \$73,670,004, an increase of \$29,182,671 in comparison to the prior year. General Fund increased by \$13,043,546. The increase is due primarily to increases in Sales Tax Revenue for the Bradley Burns and Measure G sales tax revenue, which was higher than prior year by about \$3.7 Million. The passage of the American Rescue Plan Act, which the City recognized \$3.5 million, in revenue in 2021-2022, as well as the City's Casinos doing remarkable better than the prior year and showed an increase of \$6.4 million in Casino. The City's expenditures, in contrast, only increased by approximately \$6 million compared to the prior year as the City held the line in terms of expenditures and was under budget in the general fund by \$1.2 million. Economic development grants special revenue fund increased by \$1.7 million, as a result of the City receiving additional Park In Lieu revenue due to the increase in City projects. City Debt Service fund increased by \$11.4 million as the City issued a Lease Revenue Bond in the amount of \$13.2 million dollars and \$2M premium with a 20-year term at 1.98% true interest cost over the life of the bond.
- ◆ At the end of the 2021-2022 fiscal year, the unrestricted fund balance (the total of the nonspendable, committed, assigned, and unassigned components of fund balance) for the General Fund was \$41,825,774, or approximately 71% of total General Fund expenditures.



## City of Gardena

### Management's Discussion and Analysis (Unaudited) (Continued)

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- ◆ The City's total outstanding long-term debt increased by \$10,712,900 during the 2021-2022 fiscal year. The City's governmental long-term debt increased by \$11,552,091 or 11.4% compared to prior year due to the issuance of 2021 Lease Revenue Bond in the amount of \$13.2 million dollars with a 20-year term at 1.98% true interest cost over the life of the bond and net with the City's annual debt service principal payments made for the applicable debts during the fiscal year.

#### Overview of the Financial Statements

The discussion and analysis provided here are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements consist of three components: 1) government-wide financial statements; 2) fund financial statements; and 3) the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

**Government-wide Financial Statements.** The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information about all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, community development, and recreation and human services. The business-type activities of the City include GTrans and the City's Sewer Maintenance Program.

The government-wide financial statements can be found on pages 20-23 of this report.

**Fund Financial Statements.** A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

**Governmental Funds.** *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.



## City of Gardena

### Management's Discussion and Analysis (Unaudited) (Continued)

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#### Overview of the Financial Statements (Continued)

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains thirteen (13) individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, the Economic Development Grants Special Revenue Fund, and the City Debt Service Fund, which are considered to be major funds. Data from the other nine (9) governmental funds are combined into a single aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The City adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

The governmental fund financial statements can be found on pages 29-32 of this report.

**Proprietary Funds.** The City maintains two (2) different types of proprietary funds. *Enterprise Funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its transit operation and for its sewer maintenance. *Internal Service Funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for the management of its retained risks which includes liability insurance, workers' compensation, and health insurance. Because all of these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the transit operation and for the sewer maintenance, both of which are considered to be major funds of the City. Conversely, internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds are provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The proprietary fund financial statements can be found on pages 34-39 of this report.

**Notes to the Financial Statements.** The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 45-93 of this report.



# City of Gardena

## Management's Discussion and Analysis (Unaudited) (Continued)

### Overview of the Financial Statements (Continued)

**Other Information.** In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning the City's funding its liability to provide pension and OPEB benefits to its employees and includes Budgetary Comparison schedules for the General Fund and the Economic Development Grants Special Revenue Fund. Required supplementary information can be found on pages 97-117 of this report

The combining statements, referred to earlier in connection with nonmajor governmental funds and internal service funds, are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 122-153 of this report.

### Government-wide Overall Financial Analysis

As noted earlier, net position, over time, may serve as a useful indicator of a government's financial position. In the case of the City, liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources by \$7,221,963 at the close of the 2021-2022 fiscal year.

CITY OF GARDENA NET POSITION						
	Governmental Activities		Business-type Activities		TOTAL	
	2022	2021	2022	2021	2022	2021
Current and Non Current assets	\$ 108,775,385	\$ 72,359,766	\$ 11,074,930	\$ 11,619,780	\$ 119,850,315	\$ 83,979,546
Aggregate net pension assets	38,527,341	-	10,712,038	-	49,239,379	-
Capital assets	54,488,904	50,331,013	59,864,535	60,030,514	114,353,439	110,361,527
Total Assets:	201,791,630	122,690,779	81,651,503	71,650,294	283,443,133	194,341,073
Deferred outflow of resources related to pensions	42,960,563	94,396,978	1,293,367	24,812,818	44,253,930	119,209,796
Deferred outflow of resources related to OPEB	13,080,884	14,774,417	1,198,735	780,373	14,279,619	15,554,790
Total deferred outflows of resources:	56,041,447	109,171,395	2,492,102	25,593,191	58,533,549	134,764,586
Current liabilities	33,278,888	21,249,985	18,174,777	17,013,122	51,453,665	38,263,107
Non-current liabilities						
Long-term liabilities-Due in more than one year	119,315,985	105,836,442	22,353,013	22,871,698	141,668,998	128,708,140
Aggregate net pension liabilities	-	85,202,345	-	23,777,439	-	108,979,784
Aggregate net other postemployment benefits liabilities	76,280,979	73,792,590	6,448,522	6,828,246	82,729,501	80,620,836
Subtotal Non-current liabilities	195,596,964	264,831,377	28,801,535	53,477,383	224,398,499	318,308,760
Total Liabilities:	228,875,852	286,081,362	46,976,312	70,490,505	275,852,164	356,571,867
Deferred inflows of resources related to pensions	57,719,674	4,961,148	9,584,820	272,184	67,304,494	5,233,332
Deferred inflows of resources related to OPEB	4,944,373	7,129,550	1,097,614	518,900	6,041,987	7,648,450
Total deferred outflows of resources:	62,664,047	12,090,698	10,682,434	791,084	73,346,481	12,881,782
Net Investment in Capital						
Assets	40,126,502	29,523,008	59,701,427	60,014,796	99,827,929	89,537,804
Restricted	21,665,716	19,325,200	-	-	21,665,716	19,325,200
Unrestricted (deficit)	(95,499,040)	(115,158,094)	(33,216,568)	(34,052,900)	(128,715,608)	(149,210,994)
Total Net Position:	\$ (33,706,822)	\$ (66,309,886)	\$ 26,484,859	\$ 25,961,896	\$ (7,221,963)	\$ (40,347,990)



## City of Gardena

### Management's Discussion and Analysis (Unaudited) (Continued)

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#### Government-wide Overall Financial Analysis (Continued)

By far, the largest portion of the City's net position reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure), less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The City's largest liabilities are their Long-term liabilities - Due in more than one year, which increased from \$105,836,442 in 2020-2021 to \$119,315,985 in fiscal year 2021-2022, or an increase of \$13,479,543, as a result of the City issuing a 2021 Lease Revenue Bond to take advantage of the historical low interest rates in the amount of \$13.2 million dollars with a 20-year term at 1.98% true interest cost over the life of the bond. The 2021 Lease Revenue Bond will be used to fund a portion of the new Gardena Community Aquatic & Senior Center, the cost of acquiring and renovating an existing building to be converted into a new Community Center and various park improvements. The other additional long-term liabilities are Other Post-Employment Benefits (OPEB) of \$76,280,979, an increase of \$2.5 million compared to the prior year. These two liabilities total \$91,177,636 or 39.84%, of the total liability balance of \$228,875,852 at June 30, 2022.

An additional portion of the City's net position (Restricted) represents resources that are subject to external restrictions on how they may be used. The remaining balance of \$(95,499,040) is unrestricted and if positive, may be used to meet the government's ongoing obligations to its citizens and creditors which include the net debt, required actuarial determined contributions for pension and OPEB liabilities.

At the end of the 2021-2022 fiscal year, the City is able to report positive balances in all reported categories of net position with the exception of unrestricted, both for the government as a whole, as well as for its separate governmental and business-type activities. The negative in unrestricted net position is a result of 1) Long term pension bond debt as a result of the newly issued Pension Obligation Bond, this has been grouped in the Long-Term Liabilities-Due in more than one year category 2) GASB 75, which is for other post-employment benefit liabilities. These two items made up approximately 67% of the overall \$228,875,852 in Total Liabilities in 2021-2022 fiscal year.

The City's overall net position increased by \$33,126,028 from the prior fiscal year. The reasons for this overall increase are discussed in the below sections for governmental activities and business-type activities.

**Governmental Activities.** During 2021-2022 fiscal year, net position for governmental activities increased by \$32,603,064 from the prior fiscal year for an ending balance of \$(33,706,822). The increase in the overall net position was primarily related to: 1) Total general revenues increased by \$12.2 million or 20.2% compared to the prior year, which is due primarily to, sales tax revenue being higher than budget by about \$1.8 Million, the passage of the American Rescue Plan Act, which the City recognized \$3.5 million in 2021-2022 fiscal year, along with the overall economy rebounding and not being hit as hard from the Covid-19 pandemic as originally expected; and 2) a decrease in expenses for the governmental activities by \$11.8 million or 15% compared to the prior year; primarily as a result of the decreases in CalPERS pension liabilities (assets) as a result of the pension obligation bond issued in the prior year the increase in the actual investment rate of return (21.3%) compared to the expected investment rate of return (7.15%) for CalPERS pension plans which resulted in reporting net pension asset for the year ended June 30, 2022.



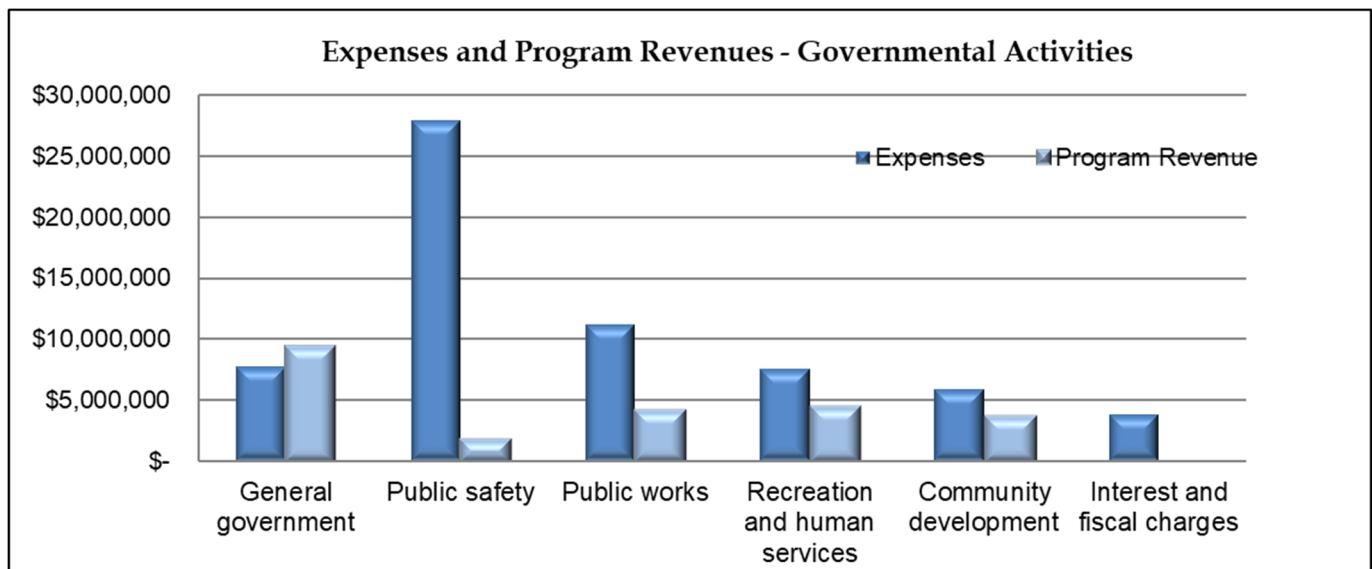
# City of Gardena

## Management's Discussion and Analysis (Unaudited) (Continued)

### Government-wide Overall Financial Analysis (Continued)

#### CITY OF GARDENA'S CHANGES IN NET POSITION

	Governmental Activities		Business -type Activities		TOTAL	
	2022	2021	2022	2021	2022	2021
<b>Revenues:</b>						
<i>Program Revenues:</i>						
Charges for services	\$ 17,326,360	\$ 12,202,470	\$ 4,254,880	\$ 2,791,856	\$ 21,581,240	\$ 14,994,326
Operating grants and contributions	4,081,043	14,663,306	22,018,364	20,725,315	26,099,407	35,388,621
Capital grants and contributions	2,511,878	3,017,989	3,915,704	14,856,026	6,427,582	17,874,015
<i>General Revenues:</i>						
Property taxes	9,186,838	8,799,364	-	-	9,186,838	8,799,364
Sales and other taxes	61,769,481	49,015,738	-	-	61,769,481	49,015,738
Investment income and miscellaneous	1,761,008	2,673,019	68,374	125,924	1,829,382	2,798,943
Total Revenues:	96,636,608	90,371,886	30,257,322	38,499,121	126,893,930	128,871,007
<b>Expenses:</b>						
General government	7,771,663	7,807,099	-	-	7,771,663	7,807,099
Public safety	27,964,662	47,363,640	-	-	27,964,662	47,363,640
Public works	11,239,762	8,707,372	-	-	11,239,762	8,707,372
Recreation and human services	7,566,226	6,766,739	-	-	7,566,226	6,766,739
Community development	5,946,949	2,986,934	-	-	5,946,949	2,986,934
Interest and fiscal charges	3,888,463	2,532,013	-	-	3,888,463	2,532,013
Enterprise operations	-	-	29,390,177	30,696,571	29,390,177	30,696,571
Total Expenses:	64,377,725	76,163,797	29,390,177	30,696,571	93,767,902	106,860,368
Increase (decrease) in Net Position before other revenues and transfers	32,258,883	14,208,089	867,145	7,802,550	33,126,028	22,010,639
Transfers	344,181	(35,204)	(344,181)	35,204	-	-
Change in Net Position	32,603,064	14,172,885	522,964	7,837,754	33,126,028	22,010,639
Net position- beginning of year	(66,309,886)	(80,482,771)	25,961,895	18,124,142	(40,347,991)	(62,358,629)
Net position - end of year	\$ (33,706,822)	\$ (66,309,886)	\$ 26,484,859	\$ 25,961,896	\$ (7,221,963)	\$ (40,347,990)





## City of Gardena

### Management's Discussion and Analysis (Unaudited) (Continued)

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#### Government-wide Overall Financial Analysis (Continued)

**Business-type Activities.** In the 2021-2022 fiscal year, the City's *business-type activities* increased the net position by \$522,964 or 2% compared to the prior year balance for the fiscal year ended June 30, 2022. Business-type activities revenue decreased by \$8,241,799 or 21% compared to the prior year for a total \$30,257,322 in revenues at year-end. In comparison to the prior fiscal year, the charges for services increased by \$1,463,024 or 52%, due to GTrans resuming fare collection on July 1, 2021. In FY21 due to Covid-19, GTrans stopped enforcing fare collection. Operating grants and contributions increased by \$1,293,049 or 6% compared to the prior fiscal year, primarily due to GTrans restoring service in FY22 that had been reduced due to COVID-19 and higher fuel prices. Therefore, GTrans used more operating subsidies to cover the shortfall. Capital grants and contributions decreased by \$10,940,322 or 74% primarily due to the purchase of 18 CNG buses in 2021. No buses were purchased in FY22, however, there was advancement of several projects such as the scheduling and operations management software, CAD/AVL, the bus signal priority projects and the installation of the CNG station. Investment income and miscellaneous decreased \$57,550 or 46% compared to the prior year due to the significant decreases in interest rates as the federal reserve tried to keep the rates low to help stimulate the economy in response to the Covid-19 pandemic. Expenses for operations decreased by \$1,306,394 or 4% compared to prior year, which was largely due to the lower pension and other post-employment benefits expenditures.

#### Financial Analysis of Governmental Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds.** The focus of the City's *governmental funds* is to provide information about near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, an unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the City's Council.

On June 30, 2022, the City's governmental funds reported combined fund balances of \$73,670,004 with an increase of \$29,182,671 or 66% in comparison with the prior year. Approximately (1%) of this amount is \$114,301 and constitutes an *unassigned fund balance*, which is available for spending at the government's discretion. The remainder of the fund balance is either *nonspendable*, *restricted*, *committed*, or assigned to indicate that it is: 1) not in spendable form \$682,404 ; 2) restricted for purposes \$31,699,951 ; 3) committed for purposes \$26,936,620 ; or 4) assigned for purposes \$14,236,728.

The General Fund is the chief operating fund of the City. At the end of the 2021-2022 fiscal year, the unassigned fund balance of the General Fund was \$300,001, while the total fund balance increased from \$28,782,228 to \$41,825,774, an increase of \$13,043,546 or a 45% increase from the prior year. As a measure of the General Fund's liquidity, it may be useful to compare both the unassigned fund balance and the total fund balance to total general fund expenditures. Unassigned fund balance represents approximately 0.5% of total general fund expenditures, while total fund balance represents approximately 70.5% of that same amount.



## City of Gardena

### Management's Discussion and Analysis (Unaudited) (Continued)

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#### Financial Analysis of Governmental Funds (Continued)

The fund balance of the City's General Fund increased by \$13,043,546 during the 2021-2022 fiscal year. The Top 5 Revenue generators, which make up 74% of the General Fund Original Adopted Budget for Fiscal Year 2021-2022, was up \$3.1 million compared to the budgeted amount or 6% ; 1) Sales Tax revenue for the Bradley Burns 1% was up \$694,883k compared to budget and Sales Tax from Measure G .75% was up \$1.1 million compared to the budget for a total increase of overall sales tax of \$1.8 million as a majority of the sales tax generators did significantly better than expected ; 2) Card Club revenue was up \$285K compared to the budget as both casinos started to come back recover from the covid shut downs in the prior years; 3) Property Taxes were up \$398K compared to budget with the continued thriving development in the City and higher housing prices in the region; 4) Utility Users Tax increased by \$604K as more business were back open compared to the prior year covid closures ; and 5) Motor Vehicle In-Lieu increased by \$30K from the budget primarily based on updated fee rates.

The Economic Development Grants Special Revenue Fund, a major fund, had an increase of \$1.8 million in fund balance during the fiscal year primarily due to an additional park in lieu related fees for the various development projects within the city that were completed in the fiscal year.

The debt service fund, a major fund, had an increase of \$11.4 million in fund balance during the fiscal year, due to the City issuing a 2021 Lease Revenue Bond to take advantage of the historical low interest rates in the amount of \$13.2 million dollars with a 20-year term at 1.98% true interest cost over the life of the bond. The 2021 Lease Revenue Bond will be used to fund a portion of the new Gardena Community Aquatic & Senior Center, the cost of acquiring and renovating an existing building to be converted into a new Community Center and various park improvements.

**Proprietary Funds.** The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of GTrans at the end of the fiscal year was \$(25,133,911) and for the Sewer Fund was \$2,270,436. The total increase in net position for GTrans was \$895k and the Sewer Fund net position increased by \$908k, respectively. GTrans increase in net position was due to the increases in charges for services as Gtrans resumed collecting fares as of July 1, 2021. The Sewer Fund increase is based on the delay in starting capital projects and the expenditures savings related to that, as Covid and staffing limitations delayed project starts.

#### General Fund Budgetary Highlights

The final amended budget for revenue was amended and increased from \$64,974,874 to \$72,222,039. Actual revenue compared to the final budget was up by \$2.9 million or 4% compared to the final budget primarily increase in sales tax revenue compared to the budget of about \$1.9 million, an increase of \$603K for utility users tax compared to budget and overall, a rebound for the economy. A detailed budgetary comparison schedule for the year ended June 30, 2022, is presented as required supplementary information following the notes to the financial statements.



# City of Gardena

## Management's Discussion and Analysis (Unaudited) (Continued)

### General Fund Budgetary Highlights (Continued)

The final amended budget for combined General Fund expenditures was slightly different than the original budget, it was less by \$ 360,105 or less than 1 percent. Actual expenditures were less than the final amended budget by around \$1.2 Million or 1% percent, which was primarily the result of filling budgeted vacancies. A detailed budgetary comparison schedule for the year ended June 30, 2022, is presented as required supplementary information following the notes to the financial statements.

### Capital Assets and Debt Administration

**Capital Assets.** The City's investment in capital assets for its governmental and business-type activities as of June 30, 2022, amounts to \$114,353,439 (net of accumulated depreciation and amortization). This investment in capital assets includes land, buildings, machinery, equipment, vehicles, park facilities, roads, leased assets and highways. The total increase in capital assets compared to prior year was \$3,306,104 or 2.98%, primarily due to more capital projects being completed in 2021-2022 fiscal year.

#### CITY OF GARDENA'S CAPITAL ASSETS (Net of depreciation)

	Governmental Activities		Business -type Activities		TOTAL	
	2022	2021	2022	2021	2022	2021
Non-depreciable assets:						
Land	\$ 11,544,572	\$ 9,708,520	\$ 12,956,405	\$ 12,956,405	\$ 24,500,977	\$ 22,664,925
Monuments	63,893	63,893	-	-	63,893	63,893
Construction in progress	2,247,985	3,580,865	4,870,249	1,865,040	7,118,234	5,445,905
Total Non-depreciable assets	13,856,450	13,353,278	17,826,654	14,821,445	31,683,104	28,174,723
Capital assets/lease assets, being depreciated:						
Building/structures and improvements	7,085,119	5,596,156	26,084,166	27,107,074	33,169,285	32,703,230
Buses	-	-	12,495,655	14,494,670	12,495,655	14,494,670
Machinery and equipment	2,963,820	3,646,455	2,655,548	2,951,194	5,619,368	6,597,649
Furniture and fixtures	-	-	94,586	66,572	94,586	66,572
Infrastructure	-	-	555,870	589,559	555,870	589,559
Leased Assets	323,168	381,696	152,056	304,112	475,224	685,808
Street lights network	4,458,045	301,557	-	-	4,458,045	301,557
Traffic lights network	263,956	695,316	-	-	263,956	695,316
Roadway network	25,538,346	26,738,251	-	-	25,538,346	26,738,251
Total depreciable assets (net)	40,632,454	37,359,431	42,037,881	45,513,181	82,670,335	82,872,612
Total capital assets	54,488,904	50,712,709	59,864,535	60,334,626	114,353,439	111,047,335

Major capital asset events during the 2021-2022 fiscal year included the following:

- Acquisition of Chase Property on 2501 West Rosecrans Avenue
- Completion of Western Avenue Street Improvement project
- Completion of 139<sup>th</sup> Street and Van Ness Avenue Street Improvements
- Acquisition of 2 Gtrans Trolleys

Additional information on the City's capital assets can be found in Note 7 on pages 65-66 of this report.



# City of Gardena

## Management's Discussion and Analysis (Unaudited) (Continued)

### Capital Assets and Debt Administration (Continued)

**Long-term Debt.** At the end of the 2021-2022 fiscal year, the City had total bonded debt outstanding of \$112,662,082. The City's long-term debt increased by \$10,712,900 or 9% compared to prior year due to the issuance of 2021 Lease Revenue Bonds net with the City's annual debt service principal payments made for the applicable debts below during the fiscal year.

#### CITY OF GARDENA'S OUTSTANDING DEBT

	Governmental Activities		Business-Type Activities		TOTAL	
	2022	2021	2022	2021	2022	2021
Refunding Revenue Bonds	\$ 10,130,000	\$ 10,310,000	\$ -	\$ -	\$ 10,130,000	\$ 10,310,000
Certificates of Participation	6,565,000	7,150,000	-	-	6,565,000	7,150,000
Direct Purchase Lease	565,000	845,000	-	-	565,000	845,000
- Bond discount	(192,173)	(206,057)	-	-	(192,173)	(206,057)
Pension Obligation Bonds	76,692,725	79,029,723	21,592,275	22,250,277	98,285,000	101,280,000
Lease Revenue Bonds	12,880,000	-	-	-	12,880,000	-
- Bond premium	2,008,657	-	-	-	2,008,657	-
SCE On-Bill Financing Loan	43,361	53,749	-	-	43,361	53,749
Loan Payable	3,632,103	3,545,880	-	-	3,632,103	3,545,880
Lease Payable	337,409	381,696	158,923	340,112	496,332	721,808
	<u>112,662,082</u>	<u>101,109,991</u>	<u>21,751,198</u>	<u>22,590,389</u>	<u>134,413,280</u>	<u>123,700,380</u>

The City maintains an existing lease rating of "A+" rating from Standard & Poor's and an "A1" rating with Moody's for its general fund lease supported debt as of June 30, 2022. The City's issuer ratings are "AA-" with S & P and "Aa3" with Moody's.

Additional information about the City's long-term debt can be found in Note 8 on pages 67-72 of this report.

### Economic Factors and Next Year's Budget and Rates

As a result of the City's fiscally conservative approach taken these past couple of years, the City finds itself in a financially stable position, which allowed the City in its adopted budget for fiscal year 2022-2023 and 2023-2024, to budget for and add a total of 83 additional positions ( 42-Full Time and 40-Part Time), as well as investments in seniors, youth and community service programs and the largest budgeted Capital Improvement Program in the Cities history with over \$56 million budgeted for the next two fiscal years.

The City adopted a two year budget on June 28, 2022 for Fiscal Years 2022-2023 and Fiscal Years 2023-2024. The General Fund Revenue Budget for 2022-2023 was \$76,653,769 with expenditures of \$76,616,761 for a surplus of \$37,008. In 2023-2024 the General Fund adopted revenue budget was \$77,593,605 with expenditures of \$77,554,469 for a surplus of \$39,136 in 2023-2024.



## **City of Gardena**

### **Management's Discussion and Analysis (Unaudited) (Continued)**

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#### **Economic Factors and Next Year's Budget and Rates (Continued)**

In 2022-2023 the Top 5 Adopted Budgeted General Fund revenue sources, which make up 72% of the City's General Fund, include: 1) Sales and Use Tax - \$25.2 million (32%), 2) Property Taxes - \$9 million (12%), 3) Card Club Gross Revenue Fees - \$8.8 million (11%) 4) Vehicle License Fees - \$7.5 million (8%), and 5) Utility Users Tax - \$4.9 million (6%).

In 2022-2023 the Top 5 Adopted Budgeted General Fund expenditures were \$76,616,761, with the Police Department making up \$32.9 million or 43%, Non-Departmental (including the Fire Department and our South Bay Regional Public Communications Authority) \$13.5 Million or 18%, Transfers Out at \$8.7 Million or 11%, Public Works at \$6.5 Million or 9%, Recreation and Human Services at \$4.4 Million or 6%, Debt Service Payments at \$3 Million or 4%, Elected and City Managers Offices at \$2.6 Million or 3%, Community Development Department at \$ 2.5 Million or 3% and the Administrative Services Department at \$2.5 Million or 3%.

As we look to futures years the economy and threats on a recession loom, however the City is well prepared to face these events if they do occur as we are very fortunate to have a stable diverse economic base, which somewhat shields our economy from downturns in any specific category.

#### **Requests for Information**

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's and to show the city's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Administrative Services Department, 1700 W. 162<sup>nd</sup> Street, Gardena, CA 90247.



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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# **BASIC FINANCIAL STATEMENTS**

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## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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# **GOVERNMENT-WIDE FINANCIAL STATEMENTS**

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**City of Gardena**  
**Statement of Net Position**  
**June 30, 2022**

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
<b>ASSETS</b>			
<b>Current assets:</b>			
Cash and investments	\$ 69,098,624	\$ 18,914,863	\$ 88,013,487
Receivables, net	9,912,401	540,308	10,452,709
Due from other governments	1,249,532	3,153,122	4,402,654
Internal balances	12,426,495	(12,426,495)	-
Prepaid items	630,526	66,745	697,271
Inventories	54,334	826,387	880,721
<b>Total current assets</b>	<b>93,371,912</b>	<b>11,074,930</b>	<b>104,446,842</b>
<b>Noncurrent assets:</b>			
Restricted cash and investments:			
Cash with fiscal agent	13,436,529	-	13,436,529
Loans receivable	1,966,944	-	1,966,944
Aggregate net pension assets	38,527,341	10,712,038	49,239,379
Capital assets:			
Nondepreciable	13,856,450	17,826,654	31,683,104
Depreciable, net	40,632,454	42,037,881	82,670,335
Total capital assets	54,488,904	59,864,535	114,353,439
<b>Total noncurrent assets</b>	<b>108,419,718</b>	<b>70,576,573</b>	<b>178,996,291</b>
<b>Total assets</b>	<b>201,791,630</b>	<b>81,651,503</b>	<b>283,443,133</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred outflows of resources related to pensions	42,960,563	1,293,367	44,253,930
Deferred outflows of resources related to other postemployment benefits	13,080,884	1,198,735	14,279,619
<b>Total deferred outflows of resources</b>	<b>56,041,447</b>	<b>2,492,102</b>	<b>58,533,549</b>



**City of Gardena**  
**Statement of Net Position (Continued)**  
**June 30, 2022**

	Primary Government		
	Governmental	Business-Type	
	Activities	Activities	Total
<b>LIABILITIES</b>			
<b>Current liabilities:</b>			
Accounts payable	2,724,222	1,302,373	4,026,595
Accrued liabilities	841,950	168,859	1,010,809
Salaries and benefits payable	1,726,082	724,825	2,450,907
Retention payable	37,611	4,185	41,796
Deposits payable	3,647,195	-	3,647,195
Unearned revenue	4,483,427	14,618,926	19,102,353
Accrued interest payable	909,848	-	909,848
Compensated absences - due within one year	1,751,766	391,485	2,143,251
Claims payable - due within one year	12,477,264	-	12,477,264
Long-term debt - due within one year	4,679,523	964,124	5,643,647
<b>Total current liabilities</b>	<b>33,278,888</b>	<b>18,174,777</b>	<b>51,453,665</b>
<b>Noncurrent liabilities:</b>			
Compensated absences - due in more than one year	7,007,065	1,565,939	8,573,004
Claims payable - due in more than one year	4,326,361	-	4,326,361
Long-term debt - due in more than one year	107,982,559	20,787,074	128,769,633
Aggregate net other postemployment benefits liabilities	76,280,979	6,448,522	82,729,501
<b>Total noncurrent liabilities</b>	<b>195,596,964</b>	<b>28,801,535</b>	<b>224,398,499</b>
<b>Total liabilities</b>	<b>228,875,852</b>	<b>46,976,312</b>	<b>275,852,164</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred inflows of resources related to pensions	57,719,674	9,584,820	67,304,494
Deferred inflows of resources related to other postemployment benefits	4,944,373	1,097,614	6,041,987
<b>Total deferred inflows of resources</b>	<b>62,664,047</b>	<b>10,682,434</b>	<b>73,346,481</b>
<b>NET POSITION</b>			
Net investment in capital assets	40,126,502	59,701,427	99,827,929
Restricted for:			
Law enforcement	1,459,666	-	1,459,666
Local street improvements	10,385,580	-	10,385,580
Economic development	6,914,470	-	6,914,470
Other purposes	1,014,200	-	1,014,200
Capital projects	273,887	-	273,887
Debt service	1,617,913	-	1,617,913
Total restricted	21,665,716	-	21,665,716
Unrestricted (deficit)	(95,499,040)	(33,216,568)	(128,715,608)
<b>Total net position (deficit)</b>	<b>\$ (33,706,822)</b>	<b>\$ 26,484,859</b>	<b>\$ (7,221,963)</b>



**City of Gardena**  
**Statement of Activities**  
**For the Year Ended June 30, 2022**

Functions/Programs	Expenses	Program Revenues			Total Program Revenues
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
<b>Governmental activities:</b>					
General government	\$ 7,771,663	\$ 8,769,328	\$ 731,866	\$ -	\$ 9,501,194
Public safety	27,964,662	1,236,057	652,444	-	1,888,501
Public works	11,239,762	534,045	1,212,408	2,496,478	4,242,931
Recreation and human services	7,566,226	3,647,094	851,713	-	4,498,807
Community development	5,946,949	3,139,836	632,612	15,400	3,787,848
Interest and fiscal charges	3,888,463	-	-	-	-
<b>Total governmental activities</b>	<b>64,377,725</b>	<b>17,326,360</b>	<b>4,081,043</b>	<b>2,511,878</b>	<b>23,919,281</b>
<b>Business-type Activities:</b>					
GTrans	27,966,497	1,643,970	22,018,364	3,915,704	27,578,038
Sewer	1,423,680	2,610,910	-	-	2,610,910
<b>Total business-type activities</b>	<b>29,390,177</b>	<b>4,254,880</b>	<b>22,018,364</b>	<b>3,915,704</b>	<b>30,188,948</b>
<b>Total primary government</b>	<b>\$ 93,767,902</b>	<b>\$ 21,581,240</b>	<b>\$ 26,099,407</b>	<b>\$ 6,427,582</b>	<b>\$ 54,108,229</b>



**City of Gardena**  
**Statement of Activities (Continued)**  
**For the Year Ended June 30, 2022**

Functions/Programs	Net (Expense) Revenue and Changes in Net Position		
	Governmental Activities	Business-Type Activities	Total
<b>Governmental activities:</b>			
General government	\$ 1,729,531	\$ -	\$ 1,729,531
Public safety	(26,076,161)	-	(26,076,161)
Public works	(6,996,831)	-	(6,996,831)
Recreation and human services	(3,067,419)	-	(3,067,419)
Community development	(2,159,101)	-	(2,159,101)
Interest and fiscal charges	(3,888,463)	-	(3,888,463)
<b>Total governmental activities</b>	<b>(40,458,444)</b>	<b>-</b>	<b>(40,458,444)</b>
<b>Business-type Activities:</b>			
GTrans	-	(388,459)	(388,459)
Sewer	-	1,187,230	1,187,230
<b>Total business-type activities</b>	<b>-</b>	<b>798,771</b>	<b>798,771</b>
<b>Total primary government</b>	<b>(40,458,444)</b>	<b>798,771</b>	<b>(39,659,673)</b>
<b>General revenues and transfers:</b>			
<b>General revenues:</b>			
Taxes:			
Property taxes	9,186,838	-	9,186,838
Sales taxes	27,908,699	-	27,908,699
Business license	2,647,094	-	2,647,094
Utility users taxes	5,481,395	-	5,481,395
Franchise taxes	3,075,659	-	3,075,659
Card club	10,544,947	-	10,544,947
Other taxes	4,626,009	-	4,626,009
Total taxes	63,470,641	-	63,470,641
Vehicle license - unrestricted	7,485,678	-	7,485,678
Investment income (loss)	(1,520,476)	68,374	(1,452,102)
Miscellaneous	3,281,484	-	3,281,484
<b>Total general revenues</b>	<b>72,717,327</b>	<b>68,374</b>	<b>72,785,701</b>
<b>Transfers</b>	<b>344,181</b>	<b>(344,181)</b>	<b>-</b>
<b>Changes in net position</b>	<b>32,603,064</b>	<b>522,964</b>	<b>33,126,028</b>
<b>Net position (deficit) - beginning of year</b>	<b>(66,309,886)</b>	<b>25,961,895</b>	<b>(40,347,991)</b>
<b>Net position (deficit) - end of year</b>	<b>\$ (33,706,822)</b>	<b>\$ 26,484,859</b>	<b>\$ (7,221,963)</b>



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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# FUND FINANCIAL STATEMENTS

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*Governmental Fund Financial Statements*

*Proprietary Fund Financial Statements*

*Fiduciary Fund Financial Statements*



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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# GOVERNMENTAL FUND FINANCIAL STATEMENTS

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**General Fund** - To account for and report all financial resources not accounted for and reported in another fund.

**Economic Development Grants Special Revenue Fund** - To account for the ten funds used for housing and environmental issues. Four of the funds receive pass-through funding from the California U.S. Department of Housing and Urban Development ("HUD") or program income to assist cities and counties to create and retain affordable housing. Eligible activities include housing rehabilitation loans to benefit lower income owners and loans for development of the low income senior rental property. One fund is used to provide off-street parking in described areas and to provide park or recreational facilities using fees received from the developers as required by the City's ordinance. Two funds receive funding from the U.S. Environmental Protection Agency ("EPA"). These grants are used to empower communities and other stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably use brownfields (previously unusable land) reuse contaminated properties. Two funds receive funding from California Department of Housing and Community Development ("HCD") to assist local government for the preparation, adoption, and implementation of planning and process improvements that streamline housing approvals and accelerate housing production. One fund to account for development impact fee to provide infrastructure and facility improvements as required by City's ordinance.

**City Debt Service Fund** - To account for and report financial resources that are restricted, committed or assigned to expenditure for principal and interest.

**Nonmajor Governmental Funds** - To account for the aggregate of all the nonmajor governmental funds.



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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**City of Gardena**  
**Balance Sheet**  
**Governmental Funds**  
**June 30, 2022**

	Major Funds				
		Economic		Nonmajor	Total
	General	Development	City	Governmental	Governmental
	Fund	Grants Special	Debt Service	Funds	Funds
		Revenue			
<b>ASSETS</b>					
Cash and investments	\$ 36,720,138	\$ 4,837,230	\$ -	\$ 17,356,019	\$ 58,913,387
Cash and investments with fiscal agents	-	-	13,436,529	-	13,436,529
Receivables:					
Accounts	2,117,745	316,908	-	1,112,027	3,546,680
Taxes	6,069,789	-	-	25,132	6,094,921
Interest	36,136	-	-	-	36,136
Employees	28,929	-	-	-	28,929
Loans	-	1,966,944	-	-	1,966,944
Inventories	54,334	-	-	-	54,334
Prepaid items and deposits	298,091	-	288,931	41,048	628,070
Due from other governments	-	-	-	1,249,532	1,249,532
Due from other funds	3,910,326	-	-	-	3,910,326
<b>Total assets</b>	<b>\$ 49,235,488</b>	<b>\$ 7,121,082</b>	<b>\$ 13,725,460</b>	<b>\$ 19,783,758</b>	<b>\$ 89,865,788</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>					
<b>Liabilities:</b>					
Accounts payable	\$ 1,285,779	\$ 65,042	\$ -	\$ 1,120,613	\$ 2,471,434
Accrued liabilities	197,467	-	-	70	197,537
Salaries and benefits payable	1,645,384	-	-	80,698	1,726,082
Due to other funds	-	251,866	372,250	1,494,423	2,118,539
Unearned revenue	532,620	-	-	3,950,807	4,483,427
Retention payable	-	-	-	37,611	37,611
Deposits payable	3,647,195	-	-	-	3,647,195
<b>Total liabilities</b>	<b>7,308,445</b>	<b>316,908</b>	<b>372,250</b>	<b>6,684,222</b>	<b>14,681,825</b>
<b>Deferred inflows of resources:</b>					
Unavailable revenue	101,269	301,508	-	1,111,182	1,513,959
<b>Total deferred inflows of resources</b>	<b>101,269</b>	<b>301,508</b>	<b>-</b>	<b>1,111,182</b>	<b>1,513,959</b>
<b>Fund balances:</b>					
Nonspendable	352,425	-	288,931	41,048	682,404
Restricted	-	6,502,666	13,065,376	12,131,909	31,699,951
Committed	26,936,620	-	-	-	26,936,620
Assigned	14,236,728	-	-	-	14,236,728
Unassigned (deficit)	300,001	-	(1,097)	(184,603)	114,301
<b>Total fund balances</b>	<b>41,825,774</b>	<b>6,502,666</b>	<b>13,353,210</b>	<b>11,988,354</b>	<b>73,670,004</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 49,235,488</b>	<b>\$ 7,121,082</b>	<b>\$ 13,725,460</b>	<b>\$ 19,783,758</b>	<b>\$ 89,865,788</b>



**City of Gardena**  
**Reconciliation of the Governmental Funds Balance Sheet**  
**to the Government-Wide Statement of Net Position**  
**June 30, 2022**

<b>Total Fund Balances - Total Governmental Funds</b>	\$ 73,670,004
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and are not reported in

Amount reported in government-wide statement of position:

Capital assets, not being depreciated	\$ 13,856,450	
Capital assets, depreciable	115,318,675	
Less accumulated depreciation	(75,009,389)	
Lease assets	531,835	
Less accumulated amortization	<u>(208,667)</u>	54,488,904

Interest is recognized when due, and therefore, interest payable is not reported in the	(909,848)
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Long-term liabilities were not due and payable in the current period. Therefore, they were not reported in the Governmental Funds' Balance Sheet.

Long-term debt - due within one year	(4,679,523)	
Long-term debt - due in more than one year	(107,982,559)	
Compensated absences - due within one year	(1,751,766)	
Compensated absences - due in more than one year	(7,007,065)	

Net pension liability and the related deferred outflows of resources and deferred inflows of resources are not due and payable in the current period or not available for current expenditures and are not reported in the governmental fund financial statements:

Pension related deferred outflows of resources	42,960,563	
Aggregate net pension liabilities	38,527,341	
Pension related deferred inflows of resources	(57,719,674)	

Net other postemployment benefits liability and the related deferred outflows of resources and deferred inflows of resources are not due and payable in the current period or not available for current expenditures and are not reported in the governmental fund financial statements:

OPEB related deferred outflows of resources	13,080,884	
Aggregate net OPEB liabilities	(76,280,979)	
OPEB related deferred inflows of resources	(4,944,373)	

Internal service funds are used by management to charge the costs of general liability, workers' compensation and health benefit claims to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Government-Wide Statement of Net Position (net of \$10,634,708 allocated to business-type activities).

3,327,310

Revenues earned but not available to pay for current expenditures for governmental funds are unavailable.

1,513,959

<b>Net position of governmental activities</b>	<b><u>\$ (33,706,822)</u></b>
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**City of Gardena**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**For the Year Ended June 30, 2022**

	Major Funds				
	General	Economic Development Grants Special Revenue	City Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
	Fund				
<b>REVENUES:</b>					
Taxes	\$ 66,503,135	\$ -	\$ -	\$ 4,160,327	\$ 70,663,462
Licenses and permits	2,900,062	-	-	-	2,900,062
Intergovernmental	522,015	15,400	-	13,152,438	13,689,853
Charges for services	5,365,786	39,000	-	43,258	5,448,044
Fines, forfeitures, and penalties	923,049	2,710,489	-	27,148	3,660,686
Use of money and property	(1,607,573)	16,082	31,094	42,617	(1,517,780)
Miscellaneous	555,490	9	4,653,993	35,573	5,245,065
<b>Total revenues</b>	<b>75,161,964</b>	<b>2,780,980</b>	<b>4,685,087</b>	<b>17,461,361</b>	<b>100,089,392</b>
<b>EXPENDITURES:</b>					
Current:					
General government	5,187,813	-	-	108,848	5,296,661
Public safety	41,172,977	-	-	372,496	41,545,473
Public works	6,091,797	-	-	1,777,014	7,868,811
Recreation and human services	3,310,663	-	-	4,007,399	7,318,062
Community development	2,410,655	236,433	-	414,544	3,061,632
Capital outlay	954,834	62,734	-	7,911,539	8,929,107
Debt service:					
Principal retirement	152,428	-	3,656,998	41,559	3,850,985
Interest and fiscal charges	26,815	-	3,867,537	5,290	3,899,642
<b>Total expenditures</b>	<b>59,307,982</b>	<b>299,167</b>	<b>7,524,535</b>	<b>14,638,689</b>	<b>81,770,373</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>15,853,982</b>	<b>2,481,813</b>	<b>(2,839,448)</b>	<b>2,822,672</b>	<b>18,319,019</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Transfers in	5,442,274	-	2,585,364	8,372,480	16,400,118
Transfers out	(8,513,520)	(697,700)	(3,617,687)	(8,227,030)	(21,055,937)
Proceeds from sale of assets	121,498	-	-	6,125	127,623
Proceeds from debt issuance	139,312	-	15,252,536	-	15,391,848
<b>Total other financing sources (uses)</b>	<b>(2,810,436)</b>	<b>(697,700)</b>	<b>14,220,213</b>	<b>151,575</b>	<b>10,863,652</b>
<b>NET CHANGES IN FUND BALANCES</b>	<b>13,043,546</b>	<b>1,784,113</b>	<b>11,380,765</b>	<b>2,974,247</b>	<b>29,182,671</b>
<b>FUND BALANCES:</b>					
Beginning of year	28,782,228	4,718,553	1,972,445	9,014,107	44,487,333
End of year	\$ 41,825,774	\$ 6,502,666	\$ 13,353,210	\$ 11,988,354	\$ 73,670,004



**City of Gardena**  
**Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes**  
**in Fund Balances to the Government-Wide Statement of Activities and Changes in Net Position**  
**For the Year Ended June 30, 2022**

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**Net change in fund balances - total governmental funds:** \$ 29,182,671

Amounts reported for governmental activities in the Statement of Activities are different because:

Acquisition of capital assets was reported as expenditures in the governmental funds. However, in the Government-Wide Statement of Activities, the cost of those assets was allocated over the estimated useful lives as depreciation expense. The following was the amount of capital assets recorded in the current period:

Capital outlay (\$1,497,785 of capital outlay expenditures were for current public works expenditures for repairs and maintenance and therefore, were not capitalized). 7,431,322

The net effect of disposal of capital assets. (23,285)

Depreciation and amortization expenses on capital and lease assets were reported in the Government-Wide Statement of Activities, but they did not require the use of current financial resources. Therefore, depreciation and amortization expenses were not reported as an expenditure in the governmental funds. (3,631,842)

The fund financial statements record interest expenditures on the current financial resources measurement focus whereas the Government-Wide financial statements recognize interest expense on the accrual basis. The reconciling amount was the change in accrued interest from the prior year. 111,286

Long-term compensated absences expense was reported in the Government-Wide Statement of Activities, but it did not require the use of current financial resources. Therefore, the change in long-term compensated absences was not reported as an expenditure in the governmental funds. (896,819)

Other postemployment benefits and pension expenses were reported in the Government-Wide Statement of Activities, but it did not require the use of current financial resources. Therefore, the increase in other postemployment benefits liability and net pension liabilities were not reported as an expenditure in the governmental funds.

OPEB expense net of contribution made after measurement date reported in deferred outflows of resources in the Government-Wide Statement of Net Position but reported as OPEB expenditures in the governmental fund in the amount of \$2,283,676. (1,996,745)

Pension credit net of contribution made after measurement date reported in deferred outflows of resources in the Government-Wide Statement of Net Position but reported as pension expenditures in the governmental funds in the amount of \$4,016,414. 19,534,745

Proceeds from long-term debt provided current financial resources to governmental funds, but issuing debt increased long-term liabilities in the Government-Wide Statement of Net Position. Repayment of bond principal was an expenditure in the governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of Net Position.

Principal repayments of long-term debt	3,850,985	
Interest accrual on loans payables	(86,223)	
Proceeds from issuance of long-term debt	(15,391,848)	
Amortization of bond discount	(13,884)	
	(11,640,970)	(11,640,970)

Internal service funds were used by management to charge the costs of certain activities, such as insurance, to individual funds. The net revenue of the internal service funds was reported with governmental activities (net of \$1,561,061 allocated to business-type activities). (1,910,177)

Unavailable revenue is not recognized as revenue in the governmental funds since the revenue is not available to fund expenditures of the current year. (3,557,122)

**Change in net position of governmental activities** \$ 32,603,064



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# PROPRIETARY FUND FINANCIAL STATEMENTS

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***GTrans Enterprise Fund*** - To account for user charges, fees, federal, state and county grants and all operating costs associated with the operation of the City's bus line.

***Sewer Enterprise Fund (Nonmajor)*** - To account for user charges, fees and all operating costs associated with the operation, maintenance, upgrade and periodic reconstructions of the City's sanitary sewer system.

***Internal Service Funds*** - To account for financing of goods and services provided by one department (general liability, workers' compensation, and health benefits) to other departments of the City on a cost-reimbursement basis.



**City of Gardena**  
**Statement of Net Position**  
**Proprietary Funds**  
**June 30, 2022**

	Business-Type Activities			Governmental Activities
	GTrans	Nonmajor Sewer		Internal
	Enterprise Fund	Enterprise Fund	Total	Service Funds
<b>ASSETS</b>				
<b>Current assets:</b>				
Cash and investments	\$ 15,340,334	\$ 3,574,529	\$ 18,914,863	\$ 10,185,237
Accounts receivable, net	324,690	215,618	540,308	205,735
Due from other governments	3,153,122	-	3,153,122	-
Inventories	826,387	-	826,387	-
Prepaid items and deposits	52,018	14,727	66,745	2,456
<b>Total current assets</b>	<b>19,696,551</b>	<b>3,804,874</b>	<b>23,501,425</b>	<b>10,393,428</b>
<b>Noncurrent assets:</b>				
Aggregate net pension assets	10,155,145	556,893	10,712,038	-
Capital assets, net	59,000,601	863,934	59,864,535	-
<b>Total noncurrent assets</b>	<b>69,155,746</b>	<b>1,420,827</b>	<b>70,576,573</b>	<b>-</b>
<b>Total assets</b>	<b>88,852,297</b>	<b>5,225,701</b>	<b>94,077,998</b>	<b>10,393,428</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Deferred outflows of resources related to pensions	1,226,128	67,239	1,293,367	-
Deferred outflows of resources related to other postemployment benefits	1,114,456	84,279	1,198,735	-
<b>Total deferred outflows of resources</b>	<b>2,340,584</b>	<b>151,518</b>	<b>2,492,102</b>	<b>-</b>

(Continued)



**City of Gardena**  
**Statement of Net Position (Continued)**  
**Proprietary Funds**  
**June 30, 2022**

	Business-Type Activities			Governmental Activities
	GTrans Enterprise Fund	Nonmajor Sewer Enterprise Fund	Total	Internal Service Funds
<b>LIABILITIES</b>				
<b>Current liabilities:</b>				
Accounts payable	1,290,315	12,058	1,302,373	252,788
Accrued liabilities	168,859	-	168,859	644,413
Salaries and benefits payable	688,835	35,990	724,825	-
Due to other funds	1,791,787	-	1,791,787	-
Retention payable	4,185	-	4,185	-
Unearned revenue	14,618,926	-	14,618,926	-
Compensated absences, due within one year	356,555	34,930	391,485	-
Lease payable, due within one year	158,923	-	158,923	-
Long-term debt, due within one year	769,284	35,917	805,201	-
Claims payable, due within one year	-	-	-	12,477,264
<b>Total current liabilities</b>	<b>19,847,669</b>	<b>118,895</b>	<b>19,966,564</b>	<b>13,374,465</b>
<b>Noncurrent liabilities:</b>				
Compensated absences, due in more than one year	1,426,219	139,720	1,565,939	-
Claims payable, due in more than one year	-	-	-	4,326,361
Long-term debt, due in more than one year	19,864,835	922,239	20,787,074	-
Aggregate net other postemployment benefits liabilities	5,912,424	536,098	6,448,522	-
<b>Total noncurrent liabilities</b>	<b>27,203,478</b>	<b>1,598,057</b>	<b>28,801,535</b>	<b>4,326,361</b>
<b>Total liabilities</b>	<b>47,051,147</b>	<b>1,716,952</b>	<b>48,768,099</b>	<b>17,700,826</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred inflows of resources related to pensions	9,086,528	498,292	9,584,820	-
Deferred inflows of resources related to other postemployment benefits	1,070,009	27,605	1,097,614	-
<b>Total deferred inflows of resources</b>	<b>10,156,537</b>	<b>525,897</b>	<b>10,682,434</b>	<b>-</b>
<b>NET POSITION</b>				
Net investment in capital assets	58,837,493	863,934	59,701,427	-
Unrestricted (deficit)	(24,852,296)	2,270,436	(22,581,860)	(7,307,398)
<b>Total net position</b>	<b>\$ 33,985,197</b>	<b>\$ 3,134,370</b>	<b>\$ 37,119,567</b>	<b>\$ (7,307,398)</b>
<i>Net position reconciliation:</i>				
Net position of proprietary funds	\$ 33,985,197	\$ 3,134,370	\$ 37,119,567	\$ (7,307,398)
Adjustment to reflect the consolidation of internal service fund activities related to the GTrans and Sewer	(10,650,650)	15,942	(10,634,708)	10,634,708
Net position of business-type activities	<b>\$ 23,334,547</b>	<b>\$ 3,150,312</b>	<b>\$ 26,484,859</b>	
Net position related to governmental activities				<b>\$ 3,327,310</b>

(Concluded)



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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**City of Gardena**  
**Statement of Revenues, Expenses, and Changes in Net Position**  
**Proprietary Funds**  
**For the Year Ended June 30, 2022**

	Business-Type Activities			Governmental Activities
	GTrans Enterprise Fund	Nonmajor Sewer Enterprise Fund	Total	Internal Service Funds
<b>OPERATING REVENUES:</b>				
Charges for services	\$ 1,380,961	\$ 2,604,435	\$ 3,985,396	\$ 10,913,022
Operating governmental grants:				
Local transportation fund	5,833,372	-	5,833,372	-
Other local assistance	11,713,377	-	11,713,377	-
Federal transit assistance	3,596,324	-	3,596,324	-
State transit assistance fund	875,291	-	875,291	-
Total operating governmental grants:	22,018,364	-		
Other	249,975	-	249,975	903,759
<b>Total operating revenues</b>	<b>23,649,300</b>	<b>2,604,435</b>	<b>26,253,735</b>	<b>11,816,781</b>
<b>OPERATING EXPENSES:</b>				
Salaries and benefits	13,463,944	866,671	14,330,615	-
Insurance claims	-	-	-	14,111,721
General and administrative	5,308,350	250,534	5,558,884	6,029,634
Depreciation and amortization	4,755,979	144,765	4,900,744	-
Other operating expenses	2,305,675	79,073	2,384,748	173,176
<b>Total operating expenses</b>	<b>25,833,948</b>	<b>1,341,043</b>	<b>27,174,991</b>	<b>20,314,531</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(2,184,648)</b>	<b>1,263,392</b>	<b>(921,256)</b>	<b>(8,497,750)</b>
<b>NONOPERATING REVENUES (EXPENSES):</b>				
Interest income	57,239	11,135	68,374	26,512
Interest expense	(624,991)	(29,134)	(654,125)	-
Gain on sale of capital assets	13,034	6,475	19,509	-
<b>Total nonoperating revenues (expenses)</b>	<b>(554,718)</b>	<b>(11,524)</b>	<b>(566,242)</b>	<b>26,512</b>
<b>INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS</b>	<b>(2,739,366)</b>	<b>1,251,868</b>	<b>(1,487,498)</b>	<b>(8,471,238)</b>
<b>CONTRIBUTIONS AND TRANSFERS:</b>				
Capital contributions	3,915,704	-	3,915,704	-
Transfers in	-	45,275	45,275	6,604,982
Transfers out	-	(389,456)	(389,456)	(1,604,982)
<b>Total contributions and transfers</b>	<b>3,915,704</b>	<b>(344,181)</b>	<b>3,571,523</b>	<b>5,000,000</b>
<b>CHANGES IN NET POSITION</b>	<b>1,176,338</b>	<b>907,687</b>	<b>2,084,025</b>	<b>(3,471,238)</b>
<b>NET POSITION (DEFICIT):</b>				
Beginning of year	32,808,859	2,226,683	35,035,542	(3,836,160)
End of year	\$ 33,985,197	\$ 3,134,370	\$ 37,119,567	\$ (7,307,398)
<i>Change in net position reconciliation:</i>				
Change in net position of proprietary funds	\$ 1,176,338	\$ 907,687	\$ 2,084,025	\$ (3,471,238)
Adjustment to reflect the consolidation of internal service fund activities related to the GTrans and Sewer	(1,507,558)	(53,503)	(1,561,061)	1,561,061
Change in net position of business-type activities	\$ (331,220)	\$ 854,184	\$ 522,964	
Change in net position related to governmental activities				\$ (1,910,177)

See accompanying Notes to the Basic Financial Statements.



**City of Gardena**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**For the Year Ended June 30, 2022**

	Business-Type Activities			Governmental Activities
	GTrans	Nonmajor Sewer		Internal
	Enterprise Fund	Enterprise Fund	Total	Service Funds
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Receipts from customers and users	\$ 1,299,626	\$ 2,626,357	\$ 3,925,983	\$ 10,713,924
Receipts from claims and recoveries	-	-	-	903,759
Payments for insurance claims	-	-	-	(7,912,570)
Payments to suppliers	(7,123,741)	(321,084)	(7,444,825)	(5,418,244)
Payments to employees	(14,934,018)	(783,650)	(15,717,668)	-
Transit assistance funds received	21,678,300	-	21,678,300	-
<b>Net cash provided by (used in) operating activities</b>	<b>920,167</b>	<b>1,521,623</b>	<b>2,441,790</b>	<b>(1,713,131)</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
Transfers from other funds	-	45,275	45,275	6,604,982
Transfers to other funds	-	(389,456)	(389,456)	(1,604,982)
Payments made to other funds	1,022,782	-	1,022,782	-
Principal payments on long term debt	(773,840)	(29,351)	(803,191)	-
Interest paid	(624,991)	(29,134)	(654,125)	-
<b>Net cash provided by (used in) noncapital financing activities</b>	<b>(376,049)</b>	<b>(402,666)</b>	<b>(778,715)</b>	<b>5,000,000</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Acquisition of capital assets	(3,931,419)	(510,767)	(4,442,186)	-
Proceeds from sale of capital assets	13,034	6,475	19,509	-
Receipt from capital grants	3,915,704	-	3,915,704	-
<b>Net cash used in capital and related financing activities</b>	<b>(2,681)</b>	<b>(504,292)</b>	<b>(506,973)</b>	<b>-</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>				
Interest received	57,239	11,135	68,374	26,512
<b>Net cash provided by investing activities</b>	<b>57,239</b>	<b>11,135</b>	<b>68,374</b>	<b>26,512</b>
<b>Net change in cash and cash equivalents</b>	<b>598,676</b>	<b>625,800</b>	<b>1,224,476</b>	<b>3,313,381</b>
<b>CASH AND CASH EQUIVALENTS:</b>				
Beginning of year	14,741,658	2,948,729	17,690,387	6,871,856
End of year	<u>\$ 15,340,334</u>	<u>\$ 3,574,529</u>	<u>\$ 18,914,863</u>	<u>\$ 10,185,237</u>

(Continued)



**City of Gardena**  
**Statement of Cash Flows (Continued)**  
**Proprietary Funds**  
**For the Year Ended June 30, 2022**

	Business-Type Activities			Governmental Activities
	GTrans Enterprise Fund	Nonmajor Sewer Enterprise Fund	Total	Internal Service Funds
<b>RECONCILIATION OF OPERATING INCOME</b>				
<b>(LOSS) TO NET CASH PROVIDED BY (USED IN)</b>				
<b>OPERATING ACTIVITIES:</b>				
Operating income (loss)	\$ (2,184,648)	\$ 1,263,392	\$ (921,256)	\$ (8,497,750)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:				
Depreciation and amortization expenses	4,755,979	144,765	4,900,744	-
(Increase) decrease in:				
Accounts receivable	(81,335)	21,922	(59,413)	(199,098)
Due from other government	(585,727)	-	(585,727)	-
Unearned revenue	(4,312)	-	(4,312)	-
Inventory	(187,914)	-	(187,914)	-
Prepaid items and deposits	19,281	(745)	18,536	376,540
Deferred outflows of resources - pensions	22,485,440	1,034,011	23,519,451	-
Deferred outflows of resources - OPEB	(421,968)	3,606	(418,362)	-
Increase (decrease) in:				
Accounts payable	583,768	9,268	593,036	17,856
Accrued liabilities	75,149	-	75,149	405,865
Accrued payroll	122,862	8,699	131,561	-
Compensated absences	277,739	80,409	358,148	-
Net pension liability	(32,877,287)	(1,612,190)	(34,489,477)	-
Net other postemployment benefits liability	(470,030)	90,306	(379,724)	-
Deferred inflows of resources - OPEB	586,745	(8,031)	578,714	-
Deferred inflows of resources - pensions	8,826,425	486,211	9,312,636	-
Deposits payable	-	-	-	(15,695)
Claims payable	-	-	-	6,199,151
Total adjustment	3,104,815	258,231	3,363,046	6,784,619
<b>Net cash provided by (used in) operating activities</b>	<b>\$ 920,167</b>	<b>\$ 1,521,623</b>	<b>\$ 2,441,790</b>	<b>\$ (1,713,131)</b>

(Concluded)



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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# **NOTES TO THE BASIC FINANCIAL STATEMENTS**

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## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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**City of Gardena**  
**Index to the Notes to the Basic Financial Statements**  
**For the Year Ended June 30, 2022**

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<b>Note 1 – Summary of Significant Accounting Policies .....</b>	<b>45</b>
A. Financial Reporting Entity .....	45
B. Basis of Accounting and Measurement Focus .....	45
C. Cash, Cash Equivalents and Investments .....	48
D. Cash and Investments with Fiscal Agents .....	48
E. Fair Value Measurement .....	48
F. Interfund Transactions.....	48
G. Inventories and Prepaid Items .....	49
H. Capital Assets.....	49
I. Deferred Outflows and Inflows of Resources .....	49
J. Interest Payable .....	50
K. Unearned Revenue .....	50
L. Compensated Absences.....	50
M. Leases.....	50
N. Pensions.....	51
O. Other Postemployment Benefits (“OPEB”) .....	52
P. Claims Payable.....	52
Q. Long-Term Debt.....	52
R. Property Taxes .....	53
S. Net Position and Fund Balances.....	53
T. Use of Estimates.....	54
U. Implementation of New GASB Pronouncements .....	55
<b>Note 2 – Stewardship, Compliance and Accountability .....</b>	<b>56</b>
A. Deficit Net Position.....	56
B. Expenditures in Excess of Appropriations .....	57
<b>Note 3 – Cash and Investments.....</b>	<b>58</b>
A. Deposits.....	58
B. Investments .....	59
C. Fair Value Measurement .....	60
D. Risk Disclosures.....	61
<b>Note 4 – Other Receivables .....</b>	<b>62</b>
A. YMCA Receivables .....	62
B. State Mandated Claims Reimbursement .....	62
<b>Note 5 – Loans Receivable.....</b>	<b>62</b>
A. Home-Owner Occupied Deferred Loans.....	62
B. Spring Park Senior Villa Developer Loan.....	63
<b>Note 6 – Interfund Transactions.....</b>	<b>63</b>
A. Government-Wide Financial Statements .....	63
B. Fund Financial Statements .....	64



**City of Gardena**  
**Index to the Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

<b>Note 7 – Capital Assets .....</b>	<b>65</b>
A. Governmental Activities .....	65
B. Business-Type Activities.....	66
<b>Note 8 – Long-Term Liabilities.....</b>	<b>67</b>
A. Governmental Activities .....	67
B. Business-Type Activities.....	72
<b>Note 9 – Self-Insurance Programs.....</b>	<b>74</b>
A. Self-Insurance Programs of the City .....	74
B. Purchased Insurance.....	74
C. Adequacy of Protection.....	74
<b>Note 10 – Retirement Plans.....</b>	<b>75</b>
A. California Public Employee’s Retirement System (“CalPERS”).....	75
B. Public Agency Retirement System (“PARS”).....	84
<b>Note 11 – Other Postemployment Benefits (“OPEB”).....</b>	<b>84</b>
<b>Note 12 – Deferred Compensation Plan.....</b>	<b>91</b>
<b>Note 13 – Net Position and Fund Balances .....</b>	<b>91</b>
A. Government-Wide Financial Statements .....	91
B. Fund Financial Statements .....	92
<b>Note 14 – Jointly Governed Organization .....</b>	<b>93</b>
<b>Note 15 – Commitments and Contingencies.....</b>	<b>93</b>



**City of Gardena**  
**Notes to the Basic Financial Statements**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies**

The basic financial statements of the City of Gardena, California, (the “City”) have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) as applied to governmental agencies. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the significant policies:

**A. Financial Reporting Entity**

The City was incorporated September 11, 1930, under the General Laws of the State of California. The City is governed by an elected five-member council.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The primary criteria for including a potential component unit within the reporting entity are the governing body’s financial accountability and a financial benefit or burden relationship and whether it is misleading to exclude. A primary government is financially accountable and shares a financial benefit or burden relationship, if it appoints a voting majority of an organization’s governing body and it is able to impose its will on the organization, or if there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government. A primary government may also be financially accountable if an organization is fiscally dependent on the primary government regardless of whether the organization has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board, and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government.

*Blended Component Unit*

Management determined that the following component unit should be blended based on the criteria above:

Although the following is legally separate from the City, it has been “blended” as though it is part of the City because the component unit’s governing body is substantially the same as the City’s and there is a financial benefit or burden relationship between the City and the component unit; management of the City has operational responsibilities for the component unit; and/or the component unit provides services entirely, or almost entirely, to the City or otherwise exclusively, or almost exclusively, benefits the City, even though it does not provide services directly to it.

*City of Gardena Financing Agency* - The City of Gardena Financing Agency (“the Agency”) was created primarily to finance the acquisition of a public parking structure. The members of the City Council serve as the governing board of the Agency and there is a financial benefit or burden relationship between the City and the Agency. The Agency does not issue separate financial statements.

The City had no discretely presented component units.

**B. Basis of Accounting and Measurement Focus**

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. City resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***B. Basis of Accounting and Measurement Focus (Continued)***

*Government-Wide Financial Statements*

The Government-Wide Financial Statements are presented on an “*economic resources*” measurement focus and the accrual basis of accounting. Accordingly, all of the City’s assets, deferred outflows of resources, liabilities, and deferred inflows of resources, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. Fiduciary activities are not included in these statements.

Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Certain eliminations have been made in regards to interfund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Due from and to other funds
- Transfers in and out

*Governmental Fund Financial Statements*

All governmental funds are accounted for on a spending or “*current financial resources*” measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balances. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Revenues are recognized as soon as they are both “*measurable*” and “*available*”. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For these purposes, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property taxes, other local taxes, franchise fees, forfeitures and penalties, motor license fees, rents and concessions, interest revenue, and state and federal grants and subventions. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Reconciliations of the fund financial statements to the Government-Wide Financial Statements are provided to explain the differences.

Certain indirect costs are included as part of the program expenses reported for individual functions and activities.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***B. Basis of Accounting and Measurement Focus (Continued)***

*Governmental Fund Financial Statements (Continued)*

The City reports the following major governmental funds:

- General Fund - The General Fund is used to account for and report all financial resources not accounted for and reported in another fund.
- Economic Development Grants Special Revenue Fund - The Economic Development Grants Special Revenue Fund is used to account for and report housing and environmental activities, including funding received from the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency, and to account for fees received from developers to fund parking, and park and recreation facilities.
- City Debt Service Fund - The City Debt Service Fund is used to account for and report financial resources that are restricted, committed or assigned to expenditure for principal and interest.

*Proprietary Fund Financial Statements*

Proprietary funds are accounted for using the “*economic resources*” measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for sales and services. Operating expenses for the proprietary funds include the costs of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

A separate column representing internal service funds is also presented in these statements. However, internal service balances and activities have been combined with the governmental activities and business-type activities in the Government-Wide Financial Statements. The City’s internal service funds include three individual funds which provide services directly to other City funds. These areas of service include general liability, workers’ compensation, and health benefits.

The City reports the following proprietary funds:

- GTrans Enterprise Fund - The GTrans Fund accounts for user charges, fees, federal, state and county grants and all operating costs associated with the operation of the City’s bus line.
- Sewer Enterprise Fund (Nonmajor) - The Sewer Fund accounts for user charges, fees and all operating costs associated with the operation, maintenance, upgrade and periodic reconstruction of the City’s sanitary sewer system.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***B. Basis of Accounting and Measurement Focus (Continued)***

*Proprietary Fund Financial Statements (Continued)*

- Internal Service Funds – The Internal Service Funds account for financing of goods and services provided by one department (general liability, workers’ compensation, and health benefits) to other departments of the City on a cost-reimbursement basis.

The City considers the GTrans Enterprise Fund a major fund for the year ended June 30, 2022.

***C. Cash, Cash Equivalents, and Investments***

The City’s cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from the date of acquisition. All cash and investments of proprietary funds are held in the City's investment pool. These cash pools have the general characteristics of a demand deposit account, therefore, all cash and investments in the proprietary funds are considered cash and cash equivalents for Statement of Cash Flows purposes.

Investments are stated at fair value.

***D. Cash and Investments with Fiscal Agents***

Cash and investments with fiscal agents are restricted for the redemption of bonded debt and for acquisition and construction of capital projects.

***E. Fair Value Measurement***

U.S. GAAP defines fair value, establishes a framework for measuring fair value and establishes disclosure about fair value measurement. Investments, unless otherwise specified at fair value in the financial statements, are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Levels of inputs are as follows:

- Level 1 – Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets at the measurement date.
- Level 2 – Inputs, other than quoted prices included in Level 1, that are observable for the assets or liabilities through corroboration with market data at the measurement date.
- Level 3 – Unobservable inputs that reflect management’s best estimate of what market participants would use in pricing the assets or liabilities at the measurement date.

***F. Interfund Transactions***

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as “due from/to other funds” (i.e., current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the Government-Wide Financial Statements as “internal balances”.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***G. Inventories and Prepaid Items***

Inventories within the various fund types consist of materials and supplies which are valued at cost on a first-in, first-out basis. Reported expenditures reflect the consumption method of recognizing inventory-related expenditures.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements by using purchase method.

A nonspendable fund balance has been reported in the governmental funds to show that inventories and prepaid items do not constitute “available spendable resources,” even though they are a component of current assets.

***H. Capital Assets***

In the Government-Wide Financial Statements, capital assets are recorded at cost where historical records are available and at an estimated original cost where no historical records exist. Donated capital assets are valued at their acquisition value. City policy has set the capitalization threshold for reporting capital assets at \$5,000.

The City defines infrastructure assets as the basic physical assets that allow the City to function. The assets include streets, bridges, sidewalks, drainage systems, and lighting systems, etc. Each major infrastructure system can be divided into subsystems. For example, the street system can be subdivided into pavement, curb and gutters, sidewalks, medians, streetlights, landscaping and land. These subsystems were not delineated in the basic financial statements. The appropriate operating department maintains information regarding the subsystems.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Capital assets acquired under capital lease are capitalized at the net present value of the total lease payments.

For all infrastructure systems, the City elected to use the “Basic Approach”.

Capital assets used in operations are depreciated over their estimated useful lives using the straight-line method. The lives used for depreciation purposes are as follows:

Buildings/structures and improvements	40 years
Machinery and equipment	3-15 years
Buses	12 years
Furniture and fixtures	3-10 years
Infrastructure	30-60 years

***I. Deferred Outflows and Inflows of Resources***

The statement of net position reports separate sections for deferred outflows of resources and deferred inflows of resources, when applicable.

**Deferred Outflows of Resources** represent a consumption of net assets that applies to future periods.

**Deferred Inflows of Resources** represent an acquisition of net assets that applies to future periods.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***J. Interest Payable***

In the Government-wide Financial Statements, interest payable on long-term debt is recognized as the liability incurred for governmental activities and business-type activities.

In the Fund Financial Statements, only proprietary fund types recognize the interest payable when the liability is incurred.

***K. Unearned Revenue***

Unearned revenue is recognized for transactions for which revenue has not yet been earned. Typical transactions recorded as unearned revenues are prepaid charges for services and grants received but not yet earned.

***L. Compensated Absences***

It is the City's policy to accrue annual leave when incurred in the Government-wide Financial Statements and the proprietary funds. In governmental funds, the costs for annual leave that are expected to be liquidated with expendable available financial resources are reported as an expenditure and reported as a liability of the governmental fund only if they have matured.

A liability is recorded for unused sick leave balances only to the extent that it is probable that the unused balances will result in termination payments. This is estimated by including in the liability the unused balances of employees currently entitled to receive termination benefits, as well as those who are expected to become eligible to receive termination benefits as a result of continuing their employment with the City. Other amounts of unused sick leave are excluded from the liability since their payment is contingent solely upon the occurrence of a future event (illness) which is outside the control of the City and the employee.

***M. Leases***

**Lessee**

The City has a policy to recognize a lease liability and a right-to-use asset (lease asset) in the financial statements with an initial, individual value of \$5,000 or more with a lease term greater than one year. Variable payments based on future performance or usage of the underlying assets are not included in the measurement of the lease liability.

At the commencement of a lease, the lease liability is measured at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made.

Lease assets are recorded at the amount of the initial measurement of the lease liabilities and modified by any lease payments made to the lessor at or before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term along with any initial direct costs that are ancillary charges necessary to place the lease assets into service. Lease assets are amortized using the straight-line method over the shorter of the lease term or the useful life of the underlying asset, unless the lease contains a purchase option that the State has determined is reasonably certain of being exercised. In this case, the lease asset is amortized over the useful life of the underlying asset.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***M. Leases (Continued)***

**Lessee (Continued)**

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease, plus any option periods that are reasonably certain to be exercised.
- Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise. The City monitors changes in circumstances that would require a remeasurement of a lease and will remeasure any lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported as right-to-use along with other capital assets and lease liabilities are reported on the statement of net position.

***N. Pensions***

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

The following timeframes are used for pension reporting:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized straight-line over 5 years. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***O. Other Postemployment Benefits (“OPEB”)***

For the purpose of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City’s OPEB Plan and additions to/deductions from the OPEB Plan’s fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments, which are reported at amortized cost.

The following timeframes are reported OPEB reporting:

<u>OPEB</u>	
Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. The first amortized amounts are recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. The amortization period differs depending on the sources of gain or loss. The difference between projected and actual earnings is amortized on a straight-line basis over 5 years. All other amounts are amortized on a straight-line basis over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) at the beginning of the measurement period.

***P. Claims Payable***

Claims payable in the Internal Service Fund represents estimates of claims against the City. The estimated claims payable represents the City’s best estimate of the amount to be paid on workers’ compensation and general liability claims. Losses for claims incurred but not reported are also recorded if the probable amount of loss can be reasonably estimated. The City is self-insured for general liability in the amount of \$750,000 per claim for both City and GTrans and workers’ compensation for \$750,000 per claim for both the City and GTrans. Losses in excess of \$750,000, up to \$25,000,000 for general liability, and in excess of \$750,000 for both the City and GTrans, up to the statutory limit for workers’ compensation, are covered by outside insurance.

***Q. Long-Term Debt***

In the Government-Wide Financial Statements and Proprietary Fund Financial Statements, long-term debt and other long-term obligations are reported as liabilities in the appropriate activities. Bond premium and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed when incurred.

The governmental fund financial statements do not present long-term liabilities. Consequently, long-term debt is shown as a reconciling item in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

**R. Property Taxes**

Under California law, property taxes are assessed and collected by the counties for up to 1% of assessed property value, plus other increases approved by the voters. Property taxes collected are pooled and then allocated to the cities based on complex formulas. The following are key dates pertaining to property taxes:

January 1	Lien Date
June 30	Levy Date
November 1 and February 1	Due Dates
December 10 and April 10	Collection Dates

Distribution Dates:

November 20, 2021	Unsecured, redemptions, and SB813 taxes
December 20, 2021	Homeowners' exemption, secured, and SB813 taxes
January 20, 2022	Homeowners' exemption, secured, and SB813 taxes
February 18, 2022	Redemptions, secured, and SB813 taxes
March 18, 2022	Secured and SB813 taxes
April 20, 2022	Secured and SB813 taxes
May 20, 2022	Redemptions, homeowners' exemption, secured, and SB813 taxes
June 17, 2022	Homeowners' exemption, SB813 taxes
July 20, 2022	Secured and SB813 taxes
August 20, 2022	Secured, redemptions, unsecured, and SB813 taxes

**S. Net Position and Fund Balances**

In the Government-Wide Financial Statements and proprietary fund financial statements, net position is classified as follows:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of retention payable and debt that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – This component of net position consists of restricted assets reduced by liabilities and deferred outflows and inflows of resources related to those assets.

Unrestricted – This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

In the Governmental Fund Financial Statements, fund balances are classified as follows:

Nonspendable – Nonspendable fund balances are items that cannot be spent because they are not in spendable form, such as prepaid items and inventories, or items that are legally or contractually required to be maintained intact, such as principal of an endowment or revolving loan funds.

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***S. Net Position and Fund Balances (Continued)***

Committed – Committed fund balances encompass the portion of net fund resources, the use of which is constrained by limitations that the government imposes upon itself at its highest level of decision making, normally the governing body, and that remain binding unless removed in the same manner. The City Council is considered the highest authority for the City. Adoption of a resolution by the City Council is required to commit resources or to rescind the commitment.

Assigned – Assigned fund balances encompass the portion of net fund resources reflecting the government's intended use of resources. Assignment of resources can be done by the highest level of decision making or by a committee or official designated for that purpose. The City Council has authorized by resolution the City Manager or the City Fiscal Officer for that purpose.

Unassigned – This amount is for any portion of the fund balances that do not fall into one of the above categories. The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

**Spending Policy**

*Government-Wide Financial Statements and the Proprietary Fund Financial Statements*

When expenses are incurred for purposes for which both restricted and unrestricted components of net position are available, the City's policy is to apply the restricted component of net position first, then the unrestricted component of net position as needed.

*Governmental Fund Financial Statements*

When expenditures are incurred for purposes for which all restricted, committed, assigned and unassigned fund balances are available, the City's policy is to apply in the following order, except for instances wherein an ordinance specifies the fund balance:

- Restricted
- Unassigned
- Committed
- Assigned

***T. Use of Estimates***

The preparation of the basic financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***U. Implementation of New GASB Pronouncements***

During the fiscal year ended June 30, 2022, the City implemented the following new GASB pronouncements:

GASB Statement No. 87 – In June 2017, GASB issued Statement No. 87, *Leases* (GASB Statement No. 87), to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It also establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Implementation of this Statement had a significant effect on the City's financial statements for the fiscal year ended June 30, 2022.

GASB Statement No. 89 – In June 2018, GASB issued Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*. This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund. Implementation of this Statement did not have a significant effect on the City's financial statements for the fiscal year ended June 30, 2022.

GASB Statement No. 92 – In January 2020, GASB issued Statement No. 92, *Omnibus 2020*. The primary objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. Implementation of this Statement did not have a significant effect on the City's financial statements for the fiscal year ended June 30, 2022.

GASB Statement No. 93 – In March 2020, GASB issued Statement No. 93, *Replacement of Interbank Offered Rates*. Some governments have entered into agreements in which variable payments made or received depend on an interbank offered rate (IBOR)—most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate. The objective of this Statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. Implementation of this Statement did not have a significant effect on the City's financial statements for the fiscal year ended June 30, 2022.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***U. Implementation of New GASB Pronouncements (Continued)***

GASB Statement No. 97 – In June 2020, GASB issued Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – An Amendment of GASB Statements No. 14 and No. 84, and a Supersession of GASB Statement No. 32*. The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. Implementation of this Statement did not have a significant effect on the City's financial statements for the fiscal year ended June 30, 2022.

**Note 2 – Stewardship, Compliance and Accountability**

***A. Deficit Net Position***

In the Government-Wide Financial Statements, the City had a deficit unrestricted net position at June 30, 2022 for its governmental activities of \$(95,499,040) and business-type activities of \$(33,216,568). The deficit was mainly due to the reporting of the aggregate net OPEB liabilities. The aggregate net OPEB liabilities were \$76,280,979 and \$6,448,522 for governmental activities and business-type activities, respectively.

The following funds had a deficit fund balance/net position at June 30, 2022:

Nonmajor Governmental Funds:

Public Safety Grants Special Revenue Fund	\$ (172,103)
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Internal Service Funds:

Liability Insurance Fund	(959,836)
Workers' Compensation Fund	(10,587,033)

In addition, the GTrans Enterprise had deficit unrestricted net position of \$(24,852,296) at June 30, 2022.

The net position balance includes both short and long-term liabilities. The deficit balances are expected to be recovered through future interfund transfers and other revenues as applicable for this purpose.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 2 – Stewardship, Compliance and Accountability (Continued)**

***B. Expenditures in Excess of Appropriations***

The following funds had expenditures in excess of appropriations:

Fund	Appropriations	Expenditures	Excess of Expenditures over Appropriations
<b>Major Governmental Funds:</b>			
General Fund			
General government:			
City clerk	\$ 584,044	\$ 667,308	\$ 83,264
City treasurer	271,815	295,387	23,572
Non-departmental	672,397	856,286	183,889
Public Safety:			
Community development	1,986,333	2,410,655	424,322
Economic Development Grants Special Revenue Fund			
Capital outlay	-	62,734	62,734
City Debt Service Funds: 2021 Lease revenue bondss Debt Service Fund			
Debt service:			
Interest and fiscal charges	331,216	573,827	242,611
<b>Nonmajor Governmental Funds:</b>			
Gas Tax Special Revenue Fund			
Public works	281,503	555,718	274,215
Public Safety Grants Special Revenue Fund			
General government	-	99,443	99,443
Public works	-	1,765	1,765
Recreation and human services	-	6,422	6,422
Community development	-	12,861	12,861
Public Works Grants Special Revenue Fund			
Public works	427,264	473,972	46,708
Recreation and human services	-	12,682	12,682
Human Services Grants Special Revenue Fund			
Recreation and human services	3,902,809	3,988,295	85,486



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 3 – Cash and Investments**

The City maintains a cash and investment pool, which includes cash balances and authorized investments of all funds. Certain restricted funds which are held and invested by independent outside custodians through contractual agreements are not pooled. These restricted funds include cash and investments with fiscal agents.

The City had the following cash and investments at June 30, 2022:

	Government-Wide Financial Statement		
	Governmental Activities	Business-Type Activities	Total
Cash and investments	\$ 69,098,624	\$ 18,914,863	\$ 88,013,487
Cash and investments held by fiscal agents	13,436,529	-	13,436,529
<b>Total cash and investments</b>	<b>\$ 82,535,153</b>	<b>\$ 18,914,863</b>	<b>\$ 101,450,016</b>

The City's cash and investments at June 30, 2022, in more detail:

Cash:	
Petty cash	\$ 6,560
Demand deposits	13,727,565
Total cash and cash equivalents	13,734,125
Investments:	
Money market mutual fund	6,718,971
U.S. Treasury	14,962,709
Negotiable certificates of deposit	3,289,290
Corporate notes	5,022,901
Local Agency Investment Fund	37,221,443
U.S. Government sponsored enterprise securities	5,303,058
Foreign negotiable certificates of deposit	1,760,990
Total investments	74,279,362
Total cash and investments	88,013,487
Cash and investments with fiscal agents	13,436,529
<b>Total</b>	<b>\$ 101,450,016</b>

**A. Deposits**

The carrying amounts of the City's demand deposits were \$13,727,565 at June 30, 2022. Bank balances at that date were \$15,150,251, the total amount of which was collateralized or insured with accounts held by the pledging financial institutions in the City's name as discussed below.

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 3 – Cash and Investments (Continued)**

**A. Deposits (Continued)**

The market value of pledged securities must equal at least 110% of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total cash deposits. The City may waive collateral requirements for cash deposits, deposits, which are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation ("FDIC"). The City did not waive the collateral requirement for deposits insured by FDIC.

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash and investments is allocated on an accounting period basis to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

**B. Investments**

Under the provisions of the City's investment policy, and in accordance with California Government Code, the following investments are authorized:

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio *	Maximum Investment in One Issuer
Municipal securities	5 years	30%	5%
United states treasury obligations	5 years	No Limit	No Limit
U.S. Government sponsored enterprise securities	5 years	No Limit	25%
Bankers' acceptances	180 days	40%	5%
Commercial paper	270 days	25%	5%
Negotiable certificates of deposit	5 years	30%	5%
Federally insured time deposits	5 years	20%	Federally Insured
Collateralized time deposits	5 years	20%	Federally Insured
Certificate of deposit placement service ("CDARS")	5 years	30%	Federally Insured
Local Agency Investment Fund ("LAIF")	N/A	No Limit	No Limit
Medium-term notes	5 years	30%	5%
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations	5 years	20%	5%
Mutual funds	N/A	20%	10%
Money market mutual funds	N/A	20%	20%
Supranationals	5 years	30%	10%
Investment Trust of California ("CalTrust")	N/A	No Limit	No Limit
N/A - Not Applicable			

\* Excluding amounts held by bond trustees that are not subject to California Government Code restrictions.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 3 – Cash and Investments (Continued)**

**B. Investments (Continued)**

The City is a participant in LAIF which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City's investments with LAIF at June 30, 2022, included a portion of the pool funds invested in Structured Notes and Asset-Backed Securities:

Structured Notes: debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

Asset-Backed Securities: generally, mortgage-backed securities that entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (for example, Collateralized Mortgage Obligations) or credit card receivables.

As of June 30, 2022, the City had \$37,221,443 invested in LAIF, which had invested 1.14% of the pool investment funds in Structured Notes and Asset-Backed Securities. The fair value of the City's portion in the pool is the same as the value of the pool shares and reported at amortized cost.

**C. Fair Value Measurement**

At June 30, 2022, investments are reported at fair value. The following table presents the fair value measurements of investments on a recurring basis and the levels with GASB 72 fair value hierarchy in which the fair value measurements fall at June 30, 2022:

Investment Type	Measurement Input			Total
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Uncategorized <sup>(3)</sup>	
Money market mutual fund	\$ -	\$ -	\$ 6,718,971	\$ 6,718,971
U.S. Treasury	14,962,709	-	-	14,962,709
Negotiable certificates of deposit <sup>(1)</sup>	-	3,289,290	-	3,289,290
Corporate notes <sup>(1)</sup>	-	5,022,901	-	5,022,901
Local Agency Investment Fund	-	-	37,221,443	37,221,443
U.S. Government sponsored enterprise securities <sup>(1)</sup>	5,269,397	33,661	-	5,303,058
Foreign negotiable certificates of deposit <sup>(2)</sup>	-	1,760,990	-	1,760,990
Cash and investments with fiscal agents:				
Money market mutual fund	-	-	13,436,529	13,436,529
<b>Total</b>	<b>\$ 20,232,106</b>	<b>\$ 10,106,842</b>	<b>\$ 57,376,943</b>	<b>\$ 87,715,891</b>

<sup>(1)</sup> Pricing based on Institutional Bond Quotes - evaluations based on various market and industry inputs.

<sup>(2)</sup> Pricing based on Intercontinental Exchange Eitel Financial Ltd - evaluations based on various market factors.

<sup>(3)</sup> Cash and cash equivalent.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 3 – Cash and Investments (Continued)**

**D. Risk Disclosures**

**Interest Rate Risk** - As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy limits investments to a maximum maturity of five years. At June 30, 2022, the City had the following investment maturities:

Investment Type	Fair Value	Investment Maturities (in Years)				
		Less Than 1 Year	1 to 2 Years	2 to 3 Years	3 to 4 Years	4 to 5 Years
Money market mutual fund	\$ 6,718,971	\$ 6,718,971	\$ -	\$ -	\$ -	\$ -
U.S. Treasury	14,962,709	4,105,836	4,085,805	2,764,802	2,393,970	1,612,296
Negotiable certificates of deposit	3,289,290	1,713,125	153,535	571,295	426,627	424,708
Corporate notes	5,022,901	1,401,943	2,238,328	1,261,301	84,956	36,373
Local Agency Investment Fund	37,221,443	37,221,443	-	-	-	-
U.S. Government sponsored enterprise securities	5,303,058	1,643,082	2,221,412	1,117,229	321,335	-
Foreign negotiable certificates of deposit	1,760,990	-	878,706	882,284	-	-
Cash and investments with fiscal agents:						
Money market mutual fund	13,436,529	13,436,529	-	-	-	-
<b>Total</b>	<b>\$ 87,715,891</b>	<b>\$ 66,240,929</b>	<b>\$ 9,577,786</b>	<b>\$ 6,596,911</b>	<b>\$ 3,226,888</b>	<b>\$ 2,073,377</b>

**Custodial Credit Risk** - For deposits, custodial credit risk is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer), the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

**Credit Risk** - State law limits investments in commercial paper and corporate bonds to the top two ratings issued by nationally recognized statistical rating organizations (NRSROs). It is the City's policy to limit its investments in these investment types to the top rating issued by Standard & Poor's and Moody's Investors Service. At June 30, 2022, the City's credit risks, expressed on a percentage basis, were as follows:

Credit Quality Distribution for Securities with Credit Exposure as a Percentage of Total Investments			
Investment Type	Moody's Credit Rating	S&P's Credit Rating	% of Investments with Interest Rate Risk
Local Agency Investment Fund	Not Rated	Not Rated	50.11%
U.S. Treasury	AAA	Not Rated	20.14%
U.S. Government sponsored enterprise securities	AAA	AA+	7.14%
Negotiable certificates of deposit	Not Rated	Not Rated	4.43%
Foreign negotiable certificates of deposit	A2	Aa	2.37%
Corporate notes	A	A	6.76%
Money market mutual fund	P-1	Aa	9.05%
<b>Total</b>			<b>100.00%</b>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 4 – Other Receivables**

**A. YMCA Receivables**

In February 1994, the City entered into a long-term lease contract to lease land to the YMCA for construction of a new YMCA facility that would benefit the community. The facility opened on February 6, 1995 with a 30-year lease term, ending in 2024. Under the terms of the agreement, the maximum amount that the City could receive was \$1,400,000. This amount is payable in monthly payments, with annual rent adjustments over a 30-year lease term. In May 2022, the monthly payment was decreased from \$764 to \$71 per month. At the adjustment date, annual rent was equal to total rent of \$1,400,000 less all previous payments, multiplied by the six-month average LAIF interest rate. The lease includes two 25-year options to renew and an option to purchase the land at the end of the lease for the amount of \$1,400,000 reduced by the amount already paid as of the time of purchase. As of June 30, 2022, future lease payments from the YMCA, including interest, were \$372,874. Since the City has not earned the revenue for the future lease payments, there was no revenue recognized or receivables reported at June 30, 2022 for these future lease payments.

**B. State Mandated Claims Reimbursement**

The City recorded an outstanding receivable of \$726,616 for the State Mandated Claims Reimbursement (SB90 Claims) from the State of California (the “State”). The payments of the mandated claims reimbursement are subject to State approval and management cannot estimate the timing and amount of the payments that will be made and reported an allowance for doubtful accounts in the amount of \$726,616. As a result, both the General Fund in the governmental fund financial statements and governmental activities in the government-wide financial statements reported zero balances for accounts receivable associated with the State Mandated Claims Reimbursement as of June 30, 2022.

**Note 5 – Loans Receivable**

Loans receivable consists of Home-Owner Occupied Deferred Loans and Spring Park Senior Villa Developer Loan as following:

	Balance July 1, 2021	Additions	Deletions	Allowance	Balance June 30, 2022
Home-Owner Occupied Deferred Loans					
CalHOME	\$ 399,609	\$ -	\$ (27,515)	\$ -	\$ 372,094
State HOME Loans	1,721,890	-	(127,040)	-	1,594,850
Subtotal	2,121,499	-	(154,555)	-	1,966,944
Spring Park Senior Villa Developer Loan	3,545,880	86,223	-	(3,632,103)	-
<b>Total</b>	<b>\$ 5,667,379</b>	<b>\$ 86,223</b>	<b>\$ (154,555)</b>	<b>\$ (3,632,103)</b>	<b>\$ 1,966,944</b>

**A. Home-Owner Occupied Deferred Loans**

The City issues deferred payment loans to home owners funded by the Federal Home Investment Partnerships Program (“HOME Program”) and CalHOME to improve the living conditions of the lower income families. These loans are to be repaid to the City, and the repayments of the loans are used to fund future home-owner occupied deferred loans. As of June 30, 2022, the outstanding loan balance is \$1,966,944.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 5 – Loans Receivable (Continued)**

**B. Spring Park Senior Villa Developer Loan**

The City entered into a development agreement on August 1, 2013, with Spring Park Senior Villa, Inc., a nonprofit organization for the development of the Spring Park Senior Villa in the City. The agreement provided funding for the development of 36 rental units and one manager unit (“the Project”) up to \$2,874,115 for construction. The loan bears 3% simple interest over a term of 55 years. The repayment of the loan is based on the residual receipts of the rental units. The affordability covenant also expires in 55 years after completion of the project. As of June 30, 2022, the City funded \$2,874,115 for the development of the project and accrued interest in the amount of \$757,988 which was required by the State of California. This results the City in reporting loans receivable in the amount of \$3,632,103. However, management estimated that the loans will not be repaid due to negative residual receipts and reported an allowance for doubtful accounts in the amount of \$3,632,103. As a result, both the Economic Development Grants Special Revenue Fund in the governmental fund financial statements and governmental activities in the government-wide financial statements reported zero balances for loans receivable associated with the Spring Park Senior Villa as of June 30, 2022.

**Note 6 – Interfund Transactions**

**A. Government-Wide Financial Statements**

**Internal Balances** - At June 30, 2022, the City had the following internal receivable and payable, which represents internal service charges between the governmental activities and business-type activities:

<b>Internal Payable</b>	
	Business-Type Activities
<b>Internal Receivable</b>	
Governmental Activities	\$ 12,426,495

**Transfers** – For the year ended June 30, 2022, the City had the following transfers:

<b>Transfers Out</b>	
	Business-Type Activities
<b>Transfers In</b>	
Governmental Activities	\$ 344,181

The purposes of the transfers were for subsidizing the governmental activities for public works engineering job costs and administrative costs.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 6 – Interfund Transactions (Continued)**

**B. Fund Financial Statements**

**Due From/To Other Funds** - At June 30, 2022, the City had the following due from/to other funds:

<b>Due From Other Funds</b>	
<b>Due To Other Funds</b>	General Fund
<b>Governmental Funds:</b>	
Economic Development Grants	
Special Revenue Fund	\$ 251,866
City Debt Service Fund	372,250
Nonmajor Governmental Funds	1,494,423
<b>Proprietary Fund:</b>	
GTrans Enterprise Fund	1,791,787
<b>Total</b>	<b>\$ 3,910,326</b>

The above amounts resulted from temporary reclassifications made at June 30, 2022 to cover cash shortfalls.

**Transfers In/Out** – During the year ended June 30, 2022, the City had the following transfers in/out, which arise in the normal course of operations:

<b>Transfers In</b>						
	<b>Governmental Funds</b>			<b>Enterprise Funds</b>		<b>Total</b>
	General Fund	City Debt Service	Nonmajor Governmental	Nonmajor Sewer Enterprise Fund	Internal Service Funds	
<b>Transfers Out</b>						
<b>Governmental Funds:</b>						
General Fund	\$ -	\$ 2,585,364	\$ 928,156	\$ -	\$ 5,000,000	\$ 8,513,520
Economic Development Grants						
Special Revenue Fund	-	-	697,700	-	-	697,700
Debt Service Fund			3,617,687			3,617,687
Nonmajor Governmental Funds	5,299,125	-	2,882,630	45,275	-	8,227,030
<b>Enterprise Funds:</b>						
Sewer	143,149	-	246,307	-	-	389,456
Internal Service Funds	-	-	-	-	1,604,982	1,604,982
<b>Total</b>	<b>\$ 5,442,274</b>	<b>\$ 2,585,364</b>	<b>\$ 8,372,480</b>	<b>\$ 45,275</b>	<b>\$ 6,604,982</b>	<b>\$ 23,050,375</b>

Administratively, resources may be transferred from one City fund to another. The purpose of the majority of transfers was to provide funding for other funds with the City Council's approvals, such as debt service, capital projects and internal service funds.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 7 – Capital Assets**

**A. Governmental Activities**

A summary of changes in the capital assets for the governmental activities for the year ended June 30, 2022 is as follows:

	Governmental Activities				
	Balance July 1, 2021 (As Restated)	Additions	Deletions	Transfers	Balance June 30, 2022
<b>Capital assets, not being depreciated:</b>					
Land	\$ 9,708,520	\$ 1,836,052	\$ -	\$ -	\$ 11,544,572
Monuments	63,893	-	-	-	63,893
Construction in progress	3,580,865	1,160,820	-	(2,493,700)	2,247,985
Total capital assets, not being depreciated	13,353,278	2,996,872	-	(2,493,700)	13,856,450
<b>Capital assets, being depreciated:</b>					
Buildings/structures and improvements	24,138,320	2,064,036	-	62,204	26,264,560
Machinery and equipment	12,895,648	452,203	(499,558)	-	12,848,293
Infrastructure:					
Street lights network	1,292,393	1,768,072	-	2,431,496	5,491,961
Traffic lights network	12,940,788	-	-	-	12,940,788
Roadway network	57,773,073	-	-	-	57,773,073
Total capital assets, being depreciated	109,040,222	4,284,311	(499,558)	2,493,700	115,318,675
<b>Less accumulated depreciation:</b>					
Buildings/structures and improvements	(18,542,164)	(637,277)	-	-	(19,179,441)
Machinery and equipment	(9,249,193)	(1,111,553)	476,273	-	(9,884,473)
Infrastructure:					
Street light network	(990,836)	(43,080)	-	-	(1,033,916)
Traffic lights network	(12,245,472)	(431,360)	-	-	(12,676,832)
Roadway network	(31,034,822)	(1,199,905)	-	-	(32,234,727)
Total accumulated depreciation	(72,062,487)	(3,423,175)	476,273	-	(75,009,389)
<b>Lease assets:</b>					
Buildings/structures and improvements	40,074	-	-	-	40,074
Machinery and equipment	341,622	150,139	-	-	491,761
Total lease assets	381,696	150,139	-	-	531,835
<b>Less accumulated amortization:</b>					
Buildings/structures and improvements	-	(24,328)	-	-	(24,328)
Machinery and equipment	-	(184,339)	-	-	(184,339)
Total accumulated depreciation	-	(208,667)	-	-	(208,667)
Total capital assets, being depreciated, net	37,359,431	802,608	(23,285)	2,493,700	40,632,454
<b>Governmental activities capital assets, net</b>	<b>\$ 50,712,709</b>	<b>\$ 3,799,480</b>	<b>\$ (23,285)</b>	<b>\$ -</b>	<b>\$ 54,488,904</b>

Depreciation and amortization expenses were charged to functions/programs of the governmental activities for the fiscal year ended June 30, 2022 as follows:

	Depreciation	Amortization
General government	\$ 809,141	\$ 66,919
Public safety	675,054	80,890
Public works	1,838,681	27,314
Community development	-	26,859
Recreation and human services	100,299	6,685
<b>Total depreciation expense</b>	<b>\$ 3,423,175</b>	<b>\$ 208,667</b>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 7 – Capital Assets (Continued)**

**B. Business-Type Activities**

A summary of changes in the capital assets for the business-type activities for the year ended June 30, 2022 is as follows:

	Business-Type Activities				Balance June 30, 2022
	Balance July 1, 2021 (As Restated)	Additions	Deletions	Transfers	
<b>Capital assets, not being depreciated:</b>					
Land	\$ 12,956,405	\$ -	\$ -	\$ -	\$ 12,956,405
Construction in progress	1,865,040	3,919,887	-	(914,678)	4,870,249
Total capital assets, not being depreciated	14,821,445	3,919,887	-	(914,678)	17,826,654
<b>Capital assets, being depreciated:</b>					
Buildings/structures and improvements	39,893,428	-	-	-	39,893,428
Buses	47,860,722	-	(3,429,407)	456,172	44,887,487
Machinery and equipment	11,358,302	510,766	(101,215)	385,299	12,153,152
Furniture and fixtures	1,552,314	-	-	73,207	1,625,521
Infrastructure	11,184,496	-	-	-	11,184,496
Total capital assets, being depreciated	111,849,262	510,766	(3,530,622)	914,678	109,744,084
<b>Less accumulated depreciation:</b>					
Buildings/structures and improvements	(12,786,354)	(1,022,908)	-	-	(13,809,262)
Buses	(33,366,052)	(2,455,187)	3,429,407	-	(32,391,832)
Machinery and equipment	(8,407,108)	(1,191,711)	101,215	-	(9,497,604)
Furniture and fixtures	(1,485,742)	(45,193)	-	-	(1,530,935)
Infrastructure	(10,594,937)	(33,689)	-	-	(10,628,626)
Total accumulated depreciation	(66,640,193)	(4,748,688)	3,530,622	-	(67,858,259)
Total capital assets, being depreciated, net	45,209,069	(4,237,922)	-	914,678	41,885,825
<b>Lease assets:</b>					
Machinery and equipment	304,112	-	-	-	304,112
Total lease assets	304,112	-	-	-	304,112
<b>Less accumulated amortization:</b>					
Buildings/structures and improvements	-	(152,056)	-	-	(152,056)
Total accumulated depreciation	-	(152,056)	-	-	(152,056)
Total capital assets, being depreciated, net	45,513,181	(4,389,978)	-	914,678	42,037,881
<b>Business-type activities capital assets, net</b>	<b>\$ 60,334,626</b>	<b>\$ (470,091)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 59,864,535</b>

Depreciation and amortization expenses for business-type activities for the year ended June 30, 2022 was charged as follows:

	Depreciation	Amortization
Gtrans major enterprise fund	\$ 4,603,923	152,056
Sewer nonmajor enterprise fund	144,765	-
<b>Total depreciation expense</b>	<b>\$ 4,748,688</b>	<b>\$ 152,056</b>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Long-Term Liabilities**

**A. Governmental Activities**

A summary of changes in long-term liabilities for governmental activities for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021 (As Restated)	Additions	Deletions	Balance June 30, 2022	Due within One Year	Due in more One Year
2006 Refunding Certificates of Participation Series A - publicly offered	\$ 7,150,000	\$ -	\$ (585,000)	\$ 6,565,000	\$ 625,000	\$ 5,940,000
2007 Refunding Revenue Bonds, Series A - publicly offered	1,430,000	-	(115,000)	1,315,000	120,000	1,195,000
2014 Taxable Lease Revenue Refunding Bonds - publicly offered	8,880,000	-	(65,000)	8,815,000	65,000	8,750,000
Bond discount - 2014 Taxable Lease Revenue Refunding Bonds	(206,057)	-	13,884	(192,173)	(13,884)	(178,289)
2017 Direct Purchase Lease - Private placement	845,000	-	(280,000)	565,000	280,000	285,000
2016 SCE On-Bill Financing Loan - Direct borrowing	53,749	-	(10,388)	43,361	14,296	29,065
2020 Taxable Pension Obligation Bonds - publicly offered	79,029,723	-	(2,336,998)	76,692,725	2,859,800	73,832,925
2021 Lease Revenue Bonds - Publicly offered	-	13,155,000	(275,000)	12,880,000	440,000	12,440,000
Bond premium - 2021 Lease Revenue Bonds	-	2,097,536	(88,879)	2,008,657	106,654	1,902,003
Loan payable	3,545,880	86,223	-	3,632,103	-	3,632,103
Lease payable	381,696	139,312	(183,599)	337,409	182,657	154,752
Claims payable	10,604,474	6,221,285	(22,134)	16,803,625	12,477,264	4,326,361
Compensated absences	7,862,012	3,623,861	(2,727,042)	8,758,831	1,751,766	7,007,065
<b>Total</b>	<b>\$ 119,576,477</b>	<b>\$ 25,323,217</b>	<b>\$ (6,675,156)</b>	<b>\$ 138,224,538</b>	<b>\$ 18,908,553</b>	<b>\$ 119,315,985</b>

Typically, the General Fund has been used to liquidate the liability for compensated absences, claims payable, and net other postemployment benefits.

**2006 Certificates of Participation, Series A – Original Issuance \$12,495,000**

In June 2006, the Agency issued the 2006 Refinancing Project, Series A Taxable Certificates of Participation in the amount of \$12,495,000. The purpose of the issue was to refinance the City's 1999 Certificates of Participation in connection with a Memorandum of Understanding ("MOU") entered into with certain financial institutions.

Pursuant to the MOU, the Agency paid the financial institutions \$19 million (the "Initial Amount") as prepayment of the 1999 Certificates, of which \$18 million were funded by the 2006 Series A and B Certificates and the balance of \$1 million from other available City funds. Upon payment of the Initial Amount, the 1999 Leases as well as the pledges and security interests granted in connection with the 1999 Leases will be terminated and the City's obligations under the Reimbursement Agreement for the 1999 Certificates will be terminated. The Initial Payment represents approximately 75% of the principal owed.

Interest rates for the 2006A Certificates range from 5.98% to 6.38% with principal maturing through July 1, 2030.

Mandatory prepayment of the 2006 Series A Certificates occurred in July 2008 and will occur again in July 2030. The certificates of participation debt service payments will be made from the debt service funds.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Long-Term Liabilities (Continued)**

**A. Governmental Activities (Continued)**

**2006 Certificates of Participation, Series A – Original Issuance \$12,495,000 (Continued)**

The amount outstanding at June 30, 2022 totaled \$6,565,000. The annual debt service requirements on these certificates are as follows:

Fiscal Year	Principal	Interest	Total
2023	\$ 625,000	\$ 398,910	\$ 1,023,910
2024	665,000	357,759	1,022,759
2025	705,000	314,056	1,019,056
2026	750,000	267,641	1,017,641
2027	800,000	218,195	1,018,195
2028-2031	3,020,000	334,631	3,354,631
Total	<u>\$ 6,565,000</u>	<u>\$ 1,891,192</u>	<u>\$ 8,456,192</u>

**2007 Refunding Revenue Bonds, Series A – Original Issuance \$2,800,000**

In January 2007, the City issued the South Bay Regional Public Communications Authority Refunding Revenue Bonds, 2007 Series A in the amount of \$2,800,000. The purpose of the bonds was to advance refund the South Bay Regional Public Communications Authority Revenue Bonds, 2001 Series A, to provide a reserve fund for the Bonds, and to pay certain costs of issuance of the Bonds. The 2001 Series A Bonds were fully redeemed as of January 1, 2012.

The bonds accrue interest at rates between 5% and 5.125%. Interest on the bonds is payable semiannually on each January 1 and July 1, commencing July 1, 2007. Principal payments are due in annual installments ranging from \$70,000 to \$175,000, commencing July 1, 2007 through January 1, 2031. The bonds are subject to optional and mandatory redemption prior to maturity. The refunding revenue bonds debt service payments will be made from the debt service funds.

The amount outstanding at June 30, 2022 totaled \$1,315,000. The annual debt service requirements on these bonds are as follows:

Fiscal Year	Principal	Interest	Total
2023	\$ 120,000	\$ 66,575	\$ 186,575
2024	125,000	60,575	185,575
2025	130,000	54,325	184,325
2026	135,000	47,825	182,825
2027	145,000	41,075	186,075
2028-2031	660,000	86,357	746,357
Total	<u>\$ 1,315,000</u>	<u>\$ 356,732</u>	<u>\$ 1,671,732</u>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Long-Term Liabilities (Continued)**

**A. Governmental Activities (Continued)**

**2014 Taxable Lease Revenue Refunding Bonds – Original Issuance \$9,110,000**

In December 2014, the City issued the Taxable Lease Revenue Refunding Bonds, Series 2014 in the amount of \$9,110,000 to current refund 2006 Certificate of Participation, Series B. The current refunding resulted in an economic gain in the amount of \$1,637,398 and saving in debt service payments in the amount of \$2,360,051. The current refunding resulted in no deferred gains or losses as the bond proceeds net of the issuance discount was sufficient to cover repayment of 2006 Certificates of Participation, Series B, the interests due, and the issuance cost on the 2014 Taxable Lease Revenue Refunding Bonds.

The bonds bear interest at rates between 3.95% and 5%. Interest on the bonds is payable annually on each May 1 and November 1. Principal payments are due in annual installments ranging from \$55,000 to \$1,430,000, commencing May 1, 2018 through May 1, 2036. The bonds are subject to optional and mandatory redemption prior to maturity. The refunding revenue bonds debt service payments will be made from the debt service funds.

The amount outstanding at June 30, 2022 totaled \$8,815,000. The annual debt service requirements on these bonds as follows:

Fiscal Year	Principal	Interest	Total
2023	\$ 65,000	\$ 438,366	\$ 503,366
2024	70,000	435,799	505,799
2025	70,000	433,034	503,034
2026	75,000	429,709	504,709
2027	75,000	426,148	501,148
2028-2032	3,390,000	1,945,373	5,335,373
2033-2036	5,070,000	612,750	5,682,750
Total	\$ 8,815,000	\$ 4,721,179	\$ 13,536,179

**2017 Direct Purchase Lease**

In June 2017, the City issued the Direct Purchase Lease in the amount of \$1,635,000 to currently refund 2006 Certificate of Participation, Series C. The economic gain on the current refunding was \$112,585 and the saving in debt service payments is \$89,363.

The bonds bear interest at 2.07%. Interest on the bonds is payable annually on each July 1. Principal payments are due in annual installments ranging from \$245,000 to \$285,000, commencing July 1, 2018 through July 1, 2023. The refunding revenue bonds debt service payments will be made from the debt service funds.

In the event of default, the lender may exercise any one or more of the following remedies (a) enforcement of payments without termination, (b) termination of lease, (c) proceeding at law or in equity, or (d) remedies under the lease and facilities lease.

The amount outstanding at June 30, 2022 totaled \$565,000. The annual debt service requirements on these bonds as follows:

Fiscal Year	Principal	Interest	Total
2023	\$ 280,000	\$ 8,798	\$ 288,798
2024	285,000	2,950	287,950
Total	\$ 565,000	\$ 11,748	\$ 576,748



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 8 – Long-Term Liabilities (Continued)**

**A. Governmental Activities (Continued)**

**2016 SCE On-Bill Financing Loan**

On April 4, 2016, the City entered into a loan agreement with Southern California Edison (“SCE”) for the Energy Management Solutions Incentives Application. The agreement provides zero- percent interest financing for the installation of certain energy efficient equipment for up to \$126,580, of which is to be repaid over ten years through the Customer’s electric utility bills.

SCE may determine the loan to be breached and the City to be in default if the City (1) sells, assigns or otherwise transfers ownership, possession or title of the site or the equipment, (2) fails to pay the money payment when due, (3) closes, discontinues or otherwise causes the termination of the service account(s), or (4) otherwise breaches this agreement, and the breach is not cured as specified therein. Following a breach, SCE shall have the right to declare the entire unpaid balance of the loan obligation due and payable.

The amount outstanding at June 30, 2022 totaled \$43,361. The annual debt service requirements on this loan as follows:

Fiscal Year	Principal	Interest	Total
2023	\$ 14,296	\$ -	\$ 14,296
2024	14,296	-	14,296
2025	7,769	-	7,769
2026	7,000	-	7,000
Total	\$ 43,361	\$ -	\$ 43,361

**2020 Taxable Pension Obligation Bonds – Original Issuance \$101,490,000 (\$79,193,585 for Governmental Activities)**

In November 2020, the City issued the Taxable Pension Obligation Bonds, Series 2020 in the amount of \$101,490,000. The purpose of the bonds was to finance a portion of the City’s unfunded accrued actuarial liability to the California Public Employees’ Retirement System (CalPERS) for the benefit of the City’s employees and to pay the costs of issuance of the bonds. Of the original \$101,490,000 of bond principal issued, \$79,193,585 was allocated to governmental activities and \$22,296,415 was allocated to business-type activities.

The bonds accrue interest at rates between 1.081% and 3.363%. Interest on the bonds is payable semiannually on each April 1 and October 1, commencing April 1, 2021. Principal payments are due in annual installments ranging from \$2,995,000 to \$7,525,000, commencing April 1, 2021 through April 1, 2039. The bonds are not subject to optional and mandatory redemption prior to maturity. The bond debt service payments will be made from the debt service funds.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Long-Term Liabilities (Continued)**

**A. Governmental Activities (Continued)**

**2020 Taxable Pension Obligation Bonds – Original Issuance \$101,490,000 (\$79,193,585 for Governmental Activities) (Continued)**

The amount outstanding for the governmental activities at June 30, 2022 totaled \$76,692,725. The annual debt service requirements for the governmental activities on these bonds are as follows:

Fiscal Year	Principal	Interest	Total
2023	\$ 2,859,800	\$ 2,293,263	\$ 5,153,063
2024	3,285,063	2,256,000	5,541,063
2025	3,745,440	2,206,659	5,952,099
2026	3,960,023	2,142,911	6,102,934
2027	4,038,053	2,061,097	6,099,150
2028-2032	21,844,499	8,653,120	30,497,619
2033-2037	25,433,879	5,060,959	30,494,838
2038-2039	11,525,968	670,474	12,196,442
Total	<u>\$ 76,692,725</u>	<u>\$ 25,344,483</u>	<u>\$ 102,037,208</u>

**2021 Lease Revenue Bonds – Original Issuance \$13,155,000**

In September 2021, the City of Gardena Financing Agency issued the Lease Revenue Bonds, Series 2021 in the amount of \$13,155,000. The purpose of the bonds was to fund various capital projects including the Gardena Community Aquatic & Senior Center, the Community Center, and various Park Improvement projects.

The bonds bear interest at rates between 3% and 5%. Interest on the bonds is payable annually on each May 1. Principal payments are due in annual installments ranging from \$275,000 to \$915,000, commencing May 1, 2022 through May 1, 2041. The bonds are subject to optional and mandatory redemption prior to maturity. The revenue bonds debt service payments will be made from the debt service funds. The unspent project fund is in the amount of \$11,447,463 at June 30, 2022.

The amount outstanding at June 30, 2022 totaled \$12,880,000. The annual debt service requirements on these bonds are as follows:

Fiscal Year	Principal	Interest	Total
2023	\$ 440,000	\$ 498,000	\$ 938,000
2024	465,000	476,000	941,000
2025	490,000	452,750	942,750
2026	510,000	428,250	938,250
2027	540,000	402,750	942,750
2028-2032	3,120,000	1,581,750	4,701,750
2033-2037	3,820,000	882,400	4,702,400
2038-2041	3,495,000	266,100	3,761,100
Total	<u>\$ 12,880,000</u>	<u>\$ 4,988,000</u>	<u>\$ 17,868,000</u>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Long-Term Liabilities (Continued)**

**A. Governmental Activities (Continued)**

**Loans Payable**

On August 1, 2013, the City entered into a loan agreement with the State of California Department of Housing and Community Development (“California HCD”) for the funding of the Spring Park Senior Villa. The agreement provides funding for the development of the project for up to \$2,974,115, of which, \$2,874,115 is to be used for construction costs in the form of a construction loan and \$100,000 to be used for activity delivery and administration costs in the form of grants. If the HOME-assisted rental housing does not meet the minimum affordability period of 55 years per the City’s agreement with the California HCD, the repayment of all HOME funds to the State is required of the City. As of June 30, 2022, the City funded \$2,874,115 for the development of the project and accrued interest in the amount of \$757,988. This results in the loans payable in the amount of \$3,632,103 to the California HCD. Please refer to Note 5B for additional information.

**Lease Payable**

The City has entered leases for the building, vehicle, and machine uses. The terms of the agreements range from 18 months to 60 months. The calculated interest rates used were between 0.185% to 1.705% based on the term of the agreements.

Principal and interest payments to maturity at June 30, 2022 are as follows:

Fiscal Year	Principal	Interest	Total
2023	\$ 182,657	\$ 950	\$ 681,607
2024	87,834	501	564,335
2025	47,826	207	500,783
2026	19,092	33	447,375
Total	\$ 337,409	\$ 1,691	\$ 2,194,100

**Legal Debt Margin**

The City is subject to legal debt margin and the City’s legal debt limit was in the amount of \$281,569,079 at June 30, 2022.

**Compensated Absences**

The long-term portion of compensated absences payable has been accrued for the Governmental Activities on the Government-Wide Financial Statements. In prior years, the General Fund has typically been used to liquidate the liability. The balance outstanding at June 30, 2022 was \$8,758,831.

**B. Business-Type Activities**

The following is a summary of changes in long-term liabilities for business-type activities for the year ended June 30, 2022:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due within One Year	Due in more One Year
2020 Taxable Pension Obligation						
Bonds - publicly offered	\$ 22,250,277	\$ -	\$ (658,002)	\$ 21,592,275	\$ 805,201	\$ 20,787,074
Lease payable	304,112	-	(145,189)	158,923	158,923	-
Compensated absences	1,599,276	1,063,036	(704,888)	1,957,424	391,485	1,565,939
<b>Total</b>	<b>\$ 24,153,665</b>	<b>\$ 1,063,036</b>	<b>\$ (1,508,079)</b>	<b>\$ 23,708,622</b>	<b>\$ 1,355,609</b>	<b>\$ 22,353,013</b>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Long-Term Liabilities (Continued)**

***B. Business-Type Activities (Continued)***

**2020 Taxable Pension Obligation Bonds – Original Issuance \$101,490,000 (\$22,296,415 for Business-Type Activities)**

In November 2020, the City issued the Taxable Pension Obligation Bonds, Series 2020 in the amount of \$101,490,000. The purpose of the bonds was to finance a portion of the City's unfunded accrued actuarial liability to the California Public Employees' Retirement System (CalPERS) for the benefit of the City's employees and to pay the costs of issuance of the bonds. Of the original \$101,490,000 of bond principal issued, \$79,193,585 was allocated to governmental activities and \$22,296,415 was allocated to business-type activities.

The bonds accrue interest at rates between 1.081% and 3.363%. Interest on the bonds is payable semiannually on each April 1 and October 1, commencing April 1, 2021. Principal payments are due in annual installments ranging from \$2,995,000 to \$7,525,000, commencing April 1, 2021 through April 1, 2039. The bonds are not subject to optional and mandatory redemption prior to maturity. The bond debt service payments will be made from the debt service funds.

The amount outstanding for the business-type activities at June 30, 2022 totaled \$21,592,275. The annual debt service requirements for the business-type activities on these bonds are as follows:

Fiscal Year	Principal	Interest	Total
2023	\$ 805,201	\$ 645,688	\$ 1,450,889
2024	924,937	635,196	1,560,133
2025	1,054,560	621,303	1,675,863
2026	1,114,978	603,355	1,718,333
2027	1,136,948	580,319	1,717,267
2028-2032	6,150,502	2,436,358	8,586,860
2033-2037	7,161,122	1,424,956	8,586,078
2038-2039	3,244,027	188,776	3,432,803
Total	<u>\$ 21,592,275</u>	<u>\$ 7,135,951</u>	<u>\$ 28,728,226</u>

**Lease Payable**

The City's business-activities have entered leases for the machine uses. The terms of the agreements range from 18 months to 60 months. The calculated interest rates used were between 0.185% to 1.705% based on the term of the agreements.

Principal and interest payments to maturity at June 30, 2022 are as follows:

Fiscal Year	Principal	Interest	Total
2023	\$ 158,923	\$ 188	\$ 159,111

**Compensated Absences**

All vested vacation and compensatory leave time is recognized as an expense and as a liability in the business-type funds at the time the liability vests. GTrans and the Sewer Enterprise funds have been used to liquidate the liability. The balance outstanding at June 30, 2022 was \$1,957,424.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 9 – Self-Insurance Programs**

**A. Self-Insurance Programs of the City**

The City is self-insured for the first \$750,000 of each workers' compensation claim for both the GTrans and the City, \$750,000 each general liability claim and \$250,000 of each GTrans claim against the City. In addition, the City carries insurance of individual general liability claims in excess of \$750,000 to \$45,000,000 with Public Risk Innovation Solutions Management ("PRISM"). Additionally, the City has health insurance coverage for the employees and their families with an annual maximum amount of \$1 million for all services.

The City carries stop-loss insurance of individual health benefit claims in excess of \$75,000 for Medicare retirees and \$50,000 for all other members. At June 30, 2022, \$16,803,625 has been accrued for the City's self-insurance programs, of which \$12,477,264 is considered to be current. Said accruals represent estimates of amounts to be paid for reported claims and incurred but unreported claims based upon past experience, modified for current trends and information. While the ultimate amounts of losses incurred through June 30, 2022 are dependent on future developments, based upon information provided from the City Attorney, outside counsel and others involved with the administration of the programs, City management believes that the aggregate accrual is adequate to cover such losses. For the prior three (3) fiscal years, no settlements exceeded the City's insurance coverage.

Changes in the reported liability since June 30, 2022 resulted from the following:

Claims Payable						
	Beginning Balance	Expenses and Changes in Estimates	Claims Payments	Ending Balance	Due within One Year	Due in more than One Year
2019-2020	\$ 12,238,048	\$ 368,419	\$ (3,193,864)	\$ 9,412,603	\$ 7,454,180	\$ 1,958,423
2020-2021	9,412,603	1,243,589	(51,718)	10,604,474	8,389,641	2,214,833
2021-2022	10,604,474	6,221,285	(22,134)	16,803,625	12,477,264	4,326,361

**B. Purchased Insurance**

Property Insurance - Several insurance companies underwrite this insurance protection. The City is currently insured according to a schedule of covered property submitted by the City to Alliant Property Insurance Company. Total all-risk property insurance coverage is \$105.6 million. There is a \$10,000 per loss deductible.

Crime Insurance - The City purchases crime insurance coverage with a limit of \$2 million per occurrence. This policy provides coverage for all City employees. There is a \$2,500 per loss deductible.

**C. Adequacy of Protection**

During the past three fiscal years none of the above programs of protection have had settlements or judgments that exceeded pooled or insured coverage. There have been no significant reductions in insured liability coverage from coverage in the prior year.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 10 – Retirement Plans**

**A. California Public Employees' Retirement System ("CalPERS")**

The following is the summary of net pension liability and related deferred outflows of resources and deferred inflows of resources at June 30, 2022 and pension expense for the year then ended.

	<b>Governmental Activities</b>	<b>Business-Type Activities</b>	<b>Total</b>
<b>Deferred outflows of resources:</b>			
Pension contribution made after measurement date:			
Miscellaneous	\$ 1,065,810	\$ 1,034,893	\$ 2,100,703
Safety	2,950,604	-	2,950,604
Total pension contribution made after measurement date	4,016,414	1,034,893	5,051,307
Differences between expected and actual experience			
Miscellaneous	266,196	258,474	524,670
Safety	3,236,902	-	3,236,902
Total differences between expected and actual experience	3,503,098	258,474	3,761,572
Adjustment due to differences in proportions:			
Safety	140,156	-	140,156
Difference between City's contribution and proportionate share of contributions:			
Safety	35,300,895	-	35,300,895
<b>Total deferred outflows of resources</b>	<b>\$ 42,960,563</b>	<b>\$ 1,293,367</b>	<b>\$ 44,253,930</b>
<b>Aggregate net pension liabilities (assets):</b>			
Miscellaneous	\$ (11,032,054)	\$ (10,712,038)	\$ (21,744,092)
Safety	(27,495,287)	-	(27,495,287)
<b>Total aggregate net pension liabilities</b>	<b>\$ (38,527,341)</b>	<b>\$ (10,712,038)</b>	<b>\$ (49,239,379)</b>
<b>Deferred inflows of resources:</b>			
Differences between expected and actual experience:			
Miscellaneous	797,814	774,673	1,572,487
Difference in projected and actual earnings on pension investments:			
Miscellaneous	9,073,348	8,810,147	17,883,495
Safety	11,276,486	-	11,276,486
Total difference in projected and actual earnings on pension investments	20,349,834	8,810,147	29,159,981
Difference between City's contribution and proportionate share of contributions:			
Safety	952,892	-	952,892
Adjustment due to differences in proportions:			
Safety	35,619,134	-	35,619,134
<b>Total deferred inflows of resources</b>	<b>\$ 57,719,674</b>	<b>\$ 9,584,820</b>	<b>\$ 67,304,494</b>
<b>Pension Expense (credit):</b>			
Miscellaneous	\$ (664,502)	\$ (622,496)	\$ (1,286,998)
Safety	(14,853,830)	-	(14,853,830)
<b>Total pension expense</b>	<b>\$ (15,518,332)</b>	<b>\$ (622,496)</b>	<b>\$ (16,140,828)</b>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 10 – Retirement Plans (Continued)**

**A. California Public Employees' Retirement System ("CalPERS") (Continued)**

**General Information about the Pension Plan**

**Plan Description**

The City contribution to the California Public Employees Retirement System ("CalPERS"), an agent multiple-employer defined benefit pension plan for miscellaneous employees and a cost-sharing multiple-employer defined benefit plan for safety employees. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute and City ordinance. A full description of the pension plan regarding number of employees covered, benefit provisions, assumptions (for funding, but not accounting purposes), and membership information are listed in the June 30, 2020 Annual Actuarial Valuation Report. This report and CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications.

**Benefit Provided**

CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. A classic CalPERS member or PEPRA Safety member becomes eligible for service retirement upon attainment of age 50 with at least 5 years of credited service. PEPRA miscellaneous members become eligible for service retirement upon attainment of age 52 with at least 5 years of service. The service retirement benefit is a monthly allowance equal to the product of the benefit factor, years of service, and final compensation.

The final compensation is the monthly average of the member's highest 36 or 12 consecutive months' full-time equivalent monthly pay. Retirement benefits for classic miscellaneous employees are calculated as 2% of average final 12 months compensation. Retirement benefit for PEPRA miscellaneous employees are calculated as 2% of the average final 36 months compensation. Retirement benefits for classic safety employees are calculated as 3% of the average final 12 months compensation. Retirement benefits for PEPRA safety employees are calculated as 2.7% of average final 36 months.

Participant is eligible for non-industrial disability retirement if the participant becomes disabled and has at least 5 years credited service. There is no special age requirement. The standard non-industrial disability retirement benefit is a monthly allowance equal to 1.8 percent of final compensation, multiplied by service.

Industrial disability benefits are not offered to miscellaneous employees. The City provides industrial disability retirement benefit to safety employees. The industrial disability retirement benefit is a monthly allowance equal to 50 percent of final compensation.

An employee's beneficiary may receive the basic death benefit if the employee becomes deceased while actively employed. The employee must be actively employed with the City to be eligible for this benefit. An employee's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit. The basic death benefit is a lump sum in the amount of the employee's accumulated contributions, where interest is currently credited at 7.5 percent per year, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death. Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 10 – Retirement Plans (Continued)**

**A. California Public Employees' Retirement System ("CalPERS") (Continued)**

**General Information about the Pension Plan (Continued)**

**Benefit Provided (Continued)**

Benefit terms provide for annual cost-of-living adjustments to each employee's retirement allowance. Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis by 2 percent.

**Employees Covered by Benefit Terms**

At June 30, 2020, the valuation date, the following employees were covered by the benefit terms:

	<b>Miscellaneous</b>	<b>Plans</b>	
		<b>Safety</b>	
		<b>Classic</b>	<b>PEPRA</b>
Active employees	331	68	17
Transferred and terminated employees	360	48	7
Retired Employees and Beneficiaries	410	241	0
Total	1,101	357	24

**Contributions**

Section 20814(c) of the California Public Employees' Retirement Law ("PERL") requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The required contribution rates are as follow:

<b>Measurement Period June 30, 2021</b>				
	<b>Plans</b>			
	<b>Miscellaneous</b>		<b>Safety</b>	
	<b>Classic</b>	<b>PEPRA</b>	<b>Classic</b>	<b>PEPRA</b>
Employer Contribution Rate	9.362%	9.362%	25.540%	13.884%
Employee Contribution Rate	7.000%	6.750%	9.000%	12.750%
<b>Current Fiscal Year Ended June 30, 2022</b>				
	<b>Plans</b>			
	<b>Miscellaneous</b>		<b>Safety</b>	
	<b>Classic</b>	<b>PEPRA</b>	<b>Classic</b>	<b>PEPRA</b>
Employer Contribution Rate	9.250%	9.250%	25.590%	13.980%
Employee Contribution Rate	7.000%	6.750%	9.000%	13.750%



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 10 – Retirement Plans (Continued)**

**A. California Public Employees' Retirement System ("CalPERS") (Continued)**

**Net Pension Liability**

**Actuarial Methods and Assumption Used to Determine Total Pension Liability**

The June 30, 2020 valuation was rolled forward to determine the June 30, 2021 total pension liability, based on following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.500%
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	7.25% includes inflation
Mortality Rate Table <sup>1</sup>	Derived using CalPERS' Membership Data for all Funds.
Post Retirement Benefit Increase	Contract COLA up to 2.00% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.50% thereafter

<sup>1</sup> The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from December 2017 that can be found on the CalPERS website.

**Change of Assumptions**

There were no changes of assumptions.

**Long-term Expected Rate of Return**

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 10 – Retirement Plans (Continued)**

**A. California Public Employees' Retirement System ("CalPERS") (Continued)**

**Net Pension Liability (Continued)**

**Long-term Expected Rate of Return (Continued)**

The expected real rates of return by asset class are as followed:

Asset Class <sup>1</sup>	Assumed Asset Allocation	Real Return Years 1 - 10 <sup>2</sup>	Real Return Years 11+ <sup>3</sup>
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%
	<u>100.00%</u>		

<sup>1</sup> In the CalPERS ACFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

<sup>2</sup> An expected inflation of 2.00% used for this period.

<sup>3</sup> An expected inflation of 2.92% used for this period.

**Discount Rate**

The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**Subsequent Events**

On July 12, 2021, CalPERS reported a preliminary 21.3% net return on investments for fiscal year 2020-21. Based on the thresholds specified in CalPERS Funding Risk Mitigation policy, the excess return of 14.3% prescribes a reduction in investment volatility that corresponds to a reduction in the discount rate used for funding purposes of 0.20%, from 7.00% to 6.80%. Since CalPERS was in the final stages of the four-year Asset Liability Management (ALM) cycle, the board elected to defer any changes to the asset allocation until the ALM process concluded, and the board could make its final decision on the asset allocation in November 2021.

On November 17, 2021, the board adopted a new strategic asset allocation. The new asset allocation along with the new capital market assumptions, economic assumptions and administrative expense assumption support a discount rate of 6.90% (net of investment expense but without a reduction for administrative expense) for financial reporting purposes. This includes a reduction in the price inflation assumption from 2.50% to 2.30% as recommended in the November 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study also recommended modifications to retirement rates, termination rates, mortality rates and rates of salary increases that were adopted by the board. These new assumptions will be reflected in the GASB 68 accounting valuation reports for the June 30, 2022, measurement date.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 10 – Retirement Plans (Continued)**

**A. California Public Employees' Retirement System ("CalPERS") (Continued)**

**Changes in the Net Pension Liability**

The following table shows the changes in net pension liability for the City's Miscellaneous Plan recognized over the measurement period.

<b>Miscellaneous Plan</b>			
	<b>Increase (Decrease)</b>		
	<b>Total Pension Liability (a)</b>	<b>Plan Fiduciary Net Position (b)</b>	<b>Net Pension Liability (c) = (a) - (b)</b>
Balance at June 30, 2020 (Valuation Date)	\$ 179,761,019	\$ 132,225,158	\$ 47,535,861
Changes recognized for the measurement period:			
Service Cost	3,190,091	-	3,190,091
Interest on the total pension liability	12,451,995	-	12,451,995
Changes of benefit terms	-	-	-
Difference between expected and actual experience	(1,841,509)	-	(1,841,509)
Changes of assumptions	-	-	-
Plan to plan resource movement	-	-	-
Contributions from the employer	-	46,940,155	(46,940,155)
Contributions from employees	-	1,203,298	(1,203,298)
Net investment income	-	35,069,162	(35,069,162)
Benefit payments, including refunds of employee contributions	(10,721,565)	(10,721,565)	-
Administrative expense	-	(132,085)	132,085
Other miscellaneous income/(expense)	-	-	-
Net changes during July 1, 2020 to June 30, 2021	3,079,012	72,358,965	(69,279,953)
Balance at June 30, 2021 (Measurement Date)	\$ 182,840,031	\$ 204,584,123	\$ (21,744,092)

**Proportionate Share of Net Pension Liability and Pension Expense**

The following table shows the City's safety plan's proportionate share of the risk pool collective net pension liability over the measure period.

<b>Safety Plan</b>			
	<b>Increase (Decrease)</b>		
	<b>Total Pension Liability (a)</b>	<b>Plan Fiduciary Net Position (b)</b>	<b>Net Pension Liability (asset) (c) = (a) - (b)</b>
Balance at June 30, 2020 (Valuation Date)	\$ 219,815,760	\$ 158,371,837	\$ 61,443,923
Balance at June 30, 2021 (Measurement Date)	229,573,818	257,069,105	(27,495,287)
Net Changes during 2020-2021	9,758,058	98,697,268	(88,939,210)



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 10 – Retirement Plans (Continued)**

**A. California Public Employees' Retirement System ("CalPERS") (Continued)**

**Changes in the Net Pension Liability (Continued)**

**Proportionate Share of Net Pension Liability and Pension Expense (Continued)**

The following is the approach established by the plan actuary to allocate the net pension liability and pension expense to the individual employers within the risk pool.

- (1) In determining a cost-sharing plan's proportionate share, total amounts of liabilities and assets are first calculated for the risk pool as a whole on the valuation date (June 30, 2020). The risk pool's fiduciary net position ("FNP") subtracted from its total pension liability ("TPL") determines the net pension liability ("NPL") at the valuation date.
- (2) Using standard actuarial roll forward methods, the risk pool TPL is then computed at the measurement date (June 30, 2021). Risk pool FNP at the measurement date is then subtracted from this number to compute the NPL for the risk pool at the measurement date. For purposes of FNP in this step and any later reference thereto, the risk pool's FNP at the measurement date denotes the aggregate risk pool's FNP at June 30, 2021 less the sum of all additional side fund (or unfunded liability) contributions made by all employers during the measurement period (2020-2021).
- (3) The individual plan's TPL, FNP and NPL are also calculated at the valuation date. TPL is allocated based on the rate plan's share of the actuarial accrued liability. FNP is allocated based on the rate plan's share of market value assets.
- (4) Two ratios are created by dividing the plan's individual TPL and FNP as of the valuation date from (3) by the amounts in step (1), the risk pool's total TPL and FNP, respectively.
- (5) The plan's TPL as of the Measurement Date is equal to the risk pool TPL generated in (2) multiplied by the TPL ratio generated in (4). The plan's FNP as of the Measurement Date is equal to the FNP generated in (2) multiplied by the FNP ratio generated in (4) plus any additional side fund (or unfunded liability) contributions made by the employer on behalf of the plan during the measurement period.
- (6) The plan's NPL at the Measurement Date is the difference between the TPL and FNP calculated in (5).

Deferred outflows of resources, deferred inflows of resources, and pension expense are allocated based on the City's share of net pension liability at the end of measurement date.

The City's proportionate share of the net pension liability was as follows:

	<u>Safety Plan</u>
June 30, 2020	0.564720%
June 30, 2021	-0.508390%
Change - Increase (Decrease)	<u>-1.073110%</u>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 10 – Retirement Plans (Continued)**

**A. California Public Employees' Retirement System ("CalPERS") (Continued)**

**Changes in the Net Pension Liability (Continued)**

*Sensitivity of the Net Pension Liability to Changes in the Discount Rate*

The following presents the net pension liability of the plans as of the measurement date, calculated using the discount rate of 7.15%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15%) or 1 percentage-point higher (8.15%) than the current rate:

	<b>Plan's Net Pension Liability (asset)</b>		
	<b>Discount Rate - 1% (6.15%)</b>	<b>Current Discount Rate (7.15%)</b>	<b>Discount Rate + 1% (8.15%)</b>
Miscellaneous Plan	\$ 1,625,294	\$ (21,744,092)	\$ (41,050,863)
Safety Plan	\$ (55,136,714)	\$ (27,495,287)	\$ (4,791,269)

*Pension Plan Fiduciary Net Position*

Detailed information about the plan's fiduciary net position is available in the separately issued CalPERS financial report.

**Pension Expense (Credit) and Deferred Outflows and Deferred Inflows of Resources Related to Pensions**

For the year ended June 30, 2022, the City recognized pension credit in the amounts of \$1,286,998 and \$14,853,830 for the miscellaneous plan and safety plan, respectively.

As of measurement date of June 30, 2021, the City has deferred outflows and deferred inflows of resources related to pensions as follows:

	<b>Miscellaneous Plan</b>	
	<b>Deferred outflows of Resources</b>	<b>Deferred inflows of Resources</b>
Pension contribution made after measurement date	\$ 2,100,703	\$ -
Changes of assumptions	-	-
Difference between expected and actual experience	524,670	(1,572,487)
Net difference between projected and actual earning on pension plan investments	-	(17,883,495)
Total	<u>\$ 2,625,373</u>	<u>\$ (19,455,982)</u>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 10 – Retirement Plans (Continued)**

**A. California Public Employees’ Retirement System (“CalPERS”) (Continued)**

**Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions (Continued)**

	<b>Safety Plan</b>	
	<b>Deferred outflows of Resources</b>	<b>Deferred inflows of Resources</b>
Pension contribution made after measurement date	\$ 2,950,604	\$ -
Changes of assumptions	-	-
Difference between expected and actual experience	3,236,902	-
Difference between projected and actual earnings on pension plan investments	-	(11,276,486)
Adjustment due to differences in proportions	140,156	(35,619,134)
Difference between City contributions and proportionate share of contributions	35,300,895	(952,892)
Total	<u>\$ 41,628,557</u>	<u>\$ (47,848,512)</u>

The amounts above are net of outflows and inflows recognized in the 2020-21 measurement period expense.

The expected average remaining service lifetime (“EARSL”) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired). The EARSL for the miscellaneous plan and the safety risk pool for the 2020-21 measurement period is 3.4 and 3.7 years, which was obtained by dividing the total service years of 3,777 and 561,622 (the sum of remaining service lifetimes of the active employees) by 1,101 and 150,648 (the total number of participants: active, inactive, and retired), respectively.

\$2,100,703 and \$2,950,604 reported as deferred outflows of resources related to pensions for miscellaneous plan and safety plan, respectively, resulting from the City’s contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability and collectively net pension liability, respectively, in the year ending June 30, 2022.

Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in the future pension expense as follows:

	<b>Deferred Outflows/ (Inflows) of Resources Miscellaneous Plan</b>	<b>Deferred Outflows/ (Inflows) of Resources Safety Plan</b>
Ended June 30		
2023	\$ (4,694,372)	\$ (1,682,593)
2024	(4,840,581)	(2,036,505)
2025	(4,536,984)	(2,348,328)
2026	(4,859,375)	(3,103,133)
2027	-	-
Thereafter	-	-
	<u>\$ (18,931,312)</u>	<u>\$ (9,170,559)</u>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 10 – Retirement Plans (Continued)**

**B. Public Agency Retirement System (“PARS”)**

*Defined Contribution Pension Plan*

For all of its part-time employees who are not eligible for coverage under the CalPERS pension plan, the City provides pension benefits through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The plan is administered as part of the Public Agency Retirement Systems (“PARS”). The PARS Trust Agreement may be amended by a two-thirds majority or greater of the Member Agencies. The plan conforms to the requirements under Internal Revenue Code 401(a) and has received a favorable Letter of Determination from the Internal Revenue Service.

All part-time employees are eligible to participate from the date of employment. Federal legislation requires contributions of at least 7.5 percent to a retirement plan, and City Council resolved to match the employees’ contributions up to 3.75 percent. The City’s contributions for each employee (and interest earned by the accounts) are fully vested immediately. For the year ended June 30, 2021 the City’s payroll covered by the plan was \$165,499. The City made employer contributions in the amount of \$6,207. There were 52 participants of the Plan as of June 30, 2021.

The assets of the defined contribution pension plan are those of the part-time employees and are not included in the accompanying financial statements.

**Note 11 – Other Postemployment Benefits (“OPEB”)**

At June 30, 2022, total OPEB liability and related deferred outflows of resources and deferred inflows of resources are as follows:

	<b>Governmental Activities</b>	<b>Business-Type Activities</b>	<b>Total</b>
<b>Deferred outflows of resources:</b>			
OPEB contribution made after measurement date	\$ 2,286,676	\$ 873,696	\$ 3,160,372
Change in assumptions	9,846,949	159,231	10,006,180
Differences between expected and actual experience	947,259	165,808	1,113,067
<b>Total deferred outflows of resources</b>	<u>\$ 13,080,884</u>	<u>\$ 1,198,735</u>	<u>\$ 14,279,619</u>
<b>Total other postemployment benefit liabilities</b>	<u>\$ 76,280,979</u>	<u>\$ 6,448,522</u>	<u>\$ 82,729,501</u>
<b>Deferred inflows of resources:</b>			
Change in assumptions	\$ 3,413,334	\$ 208,170	\$ 3,621,504
Differences between expected and actual experience	1,506,692	222,198	1,728,890
Differences in projected and actual earnings	24,347	667,246	691,593
<b>Total deferred inflows of resources</b>	<u>\$ 4,944,373</u>	<u>\$ 1,097,614</u>	<u>\$ 6,041,987</u>
<b>OPEB expense</b>	<u>\$ 4,283,421</u>	<u>\$ 654,324</u>	<u>\$ 4,937,745</u>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)**

**General Information about the OPEB Plan**

**Plan Description**

The City provides retiree healthcare benefits for employees who retire simultaneously from CalPERS and the City and who meet the qualifying criteria negotiated by the various City labor groups. The OPEB plan is a single employer plan with a trust, but without special funding situation, or non-employer contribution entities. The City offers insurance coverage from Kaiser Permanente and a self-insured PPO.

Miscellaneous employees hired prior to July 1, 2002 must be 55 years of age and have at least 13 years of full-time service with the City. Effective July 1, 2002, miscellaneous (non-management) employees must have at least 20 years of full-time service to qualify. Safety employees must be 50 years of age and have 25 years of full-time service in the police or fire department of the City. In October 2000, City fire services transferred to contracted services with the Los Angeles County Fire District. Postemployment benefits continue only for fire personnel retiring from service prior to that date.

The City’s health plan year runs February through January with open-enrollment every January prior to the start of the new plan year. The monthly benefits to be paid by the City are \$1,329 and \$1,167 per month for the calendar years 2022 and 2021, respectively.

**Eligibility**

All of the Plan’s employees became participants in accordance with a negotiated Memorandum of Understanding (“MOU”) as negotiated by each group or bargaining unit. In order to receive benefits, eligible employees must meet the minimum requirements defined in their MOU. At June 30, 2021 measurement date, the following numbers of participants were covered by the benefit terms:

	<b>Plans</b>		
	<b>Governmental Activities</b>	<b>GTrans</b>	<b>Sewer</b>
Inactives currently receiving benefits	191	43	-
Inactives entitled to benefit payments	-	-	-
Active employees	201	115	5
Total	392	158	5

**Contributions**

	<b>Fiscal Year Ended June 30, 2022</b>		
	<b>Governmental Activities</b>	<b>Gtrans</b>	<b>Total</b>
Benefit payments	\$ 2,286,676	\$ 873,696	\$ 3,160,372
Trust contributions	-	-	-
Total	\$ 2,286,676	\$ 873,696	\$ 3,160,372



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)**

**Net OPEB Liability**

The OPEB liability was measured as of June 30, 2021, and total liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2020.

**Significant Actuarial Assumptions Used for Total OPEB Liability**

The total OPEB liability, measured as of June 30, 2021, was determined using the following actuarial assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Actuarial Valuation Date	June 30, 2020
Contribution Policy	City began making contributions to CERBT#1 in 2018/19 on an ad-hoc basis
Discount Rate and Long-Term Expected Rate of Return on Assets	Governmental activities and Sewer: 2.16% at June 30, 2021 GTrans: 6.25% at June 30, 2021 Expected Agency contributions projected to keep sufficient plan assets to pay all benefits from trust.
Inflation	2.50%
Mortality, Retirement, Disability, Termination	CalPERS 1997-2015 Experience Study
Mortality Improvement	Post-retirement mortality projected fully generational with Scale MP-2020
Salary Increases	Aggregate - 2.75% Merit - CalPERS 1997-2015 Experience Study
Medical Trend	Non-Medicare - 6.75% for 2022, decreasing to an ultimate rate of 3.75% in 2076. Medicare - 5.85% for 2022, decreasing to an ultimate rate of 4.0% in 2076.
Medical Plan at Retirement	Current actives pre-Medicare: 40% Kaiser, 60% City plan Current actives post-Medicare: 25% Kaiser, 75% City plan Current retirees: current election
Healthcare Participation for Future Retirees	Currently covered: retiree - 100%, spouse - 50-100% based on the City Contribution. Currently waived: 10%

**Total OPEB Liability**

**Change in Assumptions**

Discount rate changed from 2.21% at June 30, 2020 to 2.16% at June 30, 2021 for governmental activities and Sewer Enterprise’s plans. Medical plan assumption, trend rate assumption, demographic assumption and mortality improvement scale were updated.

**Discount Rate**

The discount rate used to measure the total OPEB liability for the governmental activities and Sewer Enterprise was 2.16%. This discount rate is the mid-point, rounded to five basis points, of the range of 3-20 year municipal bond rate indices; S&P Municipal bond 20 Year High Grade Rate Index, Bond Buyer 20-Bond GO Index, and Fidelity GO AA 20 Year Bond Index.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)**

**Total OPEB Liability (Continued)**

**Discount Rate (Continued)**

The discount rate used to measure the total OPEB liability for GTrans was 6.25% percent. The fiduciary net position is projected to be sufficient to make projected benefit payments, and the plan assets are expected to be invested using the strategy to achieve the expected return. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

**Expected Long-Term Rates of Return**

Asset Class Component	Target Allocation <sup>1</sup> CERBT Strategy	Expected Real Rate of Return
Global Equity	59.00%	4.56%
Fixed Income	25.00%	0.78%
TIPS	5.00%	-0.08%
Commodities	3.00%	1.22%
REITs	8.00%	4.06%
	100.00%	
Assumed Long-Term Rate of Inflation		2.50%
Expected Long-Term Net Rate of Return, Rounded		6.25%

<sup>1</sup> Policy target effective October 1, 2018.

The long-term expected rates of return are presented as geometric means.

**Change in Net OPEB Liability**

The following presents the changes in the net OPEB liability for the governmental activities’ Retiree Health Plan:

	Increase (Decrease)		
	Total OPEB Liability (a)	Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)
Balance at June 30, 2020	\$ 73,949,668	\$ 157,078	\$ 73,792,590
Changes recognized for the measurement period:			
Service Cost	2,450,797	-	2,450,797
Interest on the total pension liability	1,663,721	-	1,663,721
Differences between expected and actual experience	-	-	-
Changes in assumptions	654,965	-	654,965
Contributions - employer	-	2,237,985	(2,237,985)
Net investment income	-	43,168	(43,168)
Benefits payments	(2,237,985)	(2,237,985)	-
Administrative expenses	-	(59)	59
Net changes during July 1, 2020 to June 30, 2021	2,531,498	43,109	2,488,389
Balance at June 30, 2021 (Measurement Date)	\$ 76,481,166	\$ 200,187	\$ 76,280,979



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)**

**Change in Net OPEB Liability (Continued)**

The following presents the changes in the net OPEB liability for the GTrans Enterprise’s retiree OPEB Plan:

	<b>Increase (Decrease)</b>		
	<b>Total Pension Liability</b>	<b>Plan Fiduciary Net Position</b>	<b>Net OPEB Liability</b>
	<b>(a)</b>	<b>(b)</b>	<b>(c) = (a) - (b)</b>
Balance at June 30, 2020	\$ 10,865,356	\$ 4,482,902	\$ 6,382,454
Changes recognized for the measurement period:			
Service cost	340,578	-	340,578
Interest on the total OPEB liability	691,860	-	691,860
Differences between expected and actual experience	-	-	-
Changes in assumptions	-	-	-
Contributions - employer	-	272,358	(272,358)
Net investment income	-	1,231,806	(1,231,806)
Benefit payments	(272,358)	(272,358)	-
Administrative expenses	-	(1,696)	1,696
Net changes during July 1, 2020 to June 30, 2021	760,080	1,230,110	(470,030)
Balance at June 30, 2021 (Measurement Date)	<u>\$ 11,625,436</u>	<u>\$ 5,713,012</u>	<u>\$ 5,912,424</u>

The following presents the changes in the net OPEB liability for the Sewer Enterprise Fund (nonmajor):

	<b>Increase (Decrease)</b>		
	<b>Total Pension Liability</b>	<b>Plan Fiduciary Net Position</b>	<b>Net OPEB Liability</b>
	<b>(a)</b>	<b>(b)</b>	<b>(c) = (a) - (b)</b>
Balance at June 30, 2020	\$ 445,792	\$ -	\$ 445,792
Changes recognized for the measurement period:			
Service Cost	73,740	-	73,740
Interest on the total OPEB liability	11,482	-	11,482
Differences between expected and actual experience	-	-	-
Changes in assumptions	5,084	-	5,084
Contributions - employer	-	-	-
Net investment income	-	-	-
Benefit payments	-	-	-
Administrative expenses	-	-	-
Net changes during July 1, 2020 to June 30, 2021	90,306	-	90,306
Balance at June 30, 2021 (Measurement Date)	<u>\$ 536,098</u>	<u>\$ -</u>	<u>\$ 536,098</u>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)**

**Change in Net OPEB Liability (Continued)**

*Sensitivity of the net OPEB Liability to Changes in the Discount Rate*

The following presents the net OPEB liability of the governmental activities and the Sewer’s Retiree Health Plans, as well as what the governmental activities and the Sewer Enterprise’s total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.16 percent) or 1-percentage-point higher (3.16 percent) than the current discount rate:

	Plan's Net OPEB Liability		
	Discount Rate - 1% (1.16%)	Current Discount Rate (2.16%)	Discount Rate + 1% (3.16%)
<b>Governmental Activities</b>	\$ 91,345,230	\$ 76,280,979	\$ 64,622,898
<b>Sewer</b>	\$ 653,582	\$ 536,098	\$ 446,035

The following presents the net OPEB liability of the GTrans Enterprise Retiree Health Plan, as well as what the GTrans Enterprise Retiree Health Plan’s total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.25 percent) or 1-percentage-point higher (7.25 percent) than the current discount rate:

Plan's Net OPEB Liability		
Discount Rate - 1% (5.25%)	Current Discount Rate (6.25%)	Discount Rate + 1% (7.25%)
\$ 7,527,781	\$ 5,912,424	\$ 4,583,124

*Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates*

The following presents the total OPEB liability of the City, GTrans, and Sewer, as well as what the City’s, GTrans’, and Sewer’s total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	Plan's Net OPEB Liability		
	1% Decrease	Current Trend	1% Increase
<b>Governmental Activities</b>	\$ 63,070,582	\$ 76,280,979	\$ 93,812,264
<b>GTrans</b>	\$ 4,313,035	\$ 5,912,424	\$ 7,906,799
<b>Sewer</b>	\$ 422,679	\$ 536,098	\$ 694,311



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)**

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

For the measurement period ended June 30, 2021, the governmental activities recognized expense of \$1,996,745. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to governmental activities OPEB from the following sources:

	<b>Deferred outflows of resources</b>	<b>Deferred inflows of resources</b>
Difference between expected and actual experience	\$ 947,259	\$ (1,506,692)
Changes in assumptions	9,846,949	(3,413,334)
Net difference between projected and actual earnings on plan investments	-	(24,347)
Employer contributions made subsequent to the measurement date	2,286,676	-
Total	<u>\$ 13,080,884</u>	<u>\$ (4,944,373)</u>

For the measurement period ended June 30, 2021, GTrans recognized expense of \$305,253. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to GTrans OPEB from the following sources:

	<b>Deferred outflows of resources</b>	<b>Deferred inflows of resources</b>
Difference between expected and actual experience	\$ 152,453	\$ (221,753)
Changes in assumptions	88,307	(181,010)
Net difference between projected and actual earnings on plan investments	-	(667,246)
Employer contributions made subsequent to the measurement date	873,696	-
Total	<u>\$ 1,114,456</u>	<u>\$ (1,070,009)</u>

For the measurement period ended June 30, 2021, Sewer recognized expense of \$85,881. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to Sewer OPEB from the following sources:

	<b>Deferred outflows of resources</b>	<b>Deferred inflows of resources</b>
Difference between expected and actual experience	\$ 13,355	\$ (445)
Changes in assumptions	70,924	(27,160)
Net difference between projected and actual earnings on plan investments	-	-
Employer contributions made subsequent to the measurement date	-	-
Total	<u>\$ 84,279</u>	<u>\$ (27,605)</u>

The difference between projected OPEB plan investment earnings and actual earnings is amortized over a five-year period. The remaining gains and losses are amortized over the expected average remaining service life. The expected average remaining service life is 7.0 years, 8.2 years, and 13.3 years for the governmental activities, the GTrans, and the Sewer, respectively, which was determined as of July 1, 2020, the beginning of the measurement period, for employees covered by the OPEB plan benefit terms.



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)**

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)**

\$2,286,676 and \$873,696 reported as deferred outflows of resources related to OPEB under the governmental activities and GTrans, respectively resulting from the City’s contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2022. Other amount reported as deferred inflows of resources related to OPEB will be recognized in the future OPEB expense as follows:

Ended June 30	Deferred Outflows/ (Inflows) of Resources	Deferred Outflows/ (Inflows) of Resources	Deferred Outflows/ (Inflows) of Resources
	Governmental Activities	GTrans	Sewer
2023	\$ 178,659	\$ (185,564)	\$ 659
2024	1,177,661	(186,564)	3,659
2025	1,458,509	(191,307)	5,659
2026	1,706,408	(219,175)	5,659
2027	1,235,029	(22,573)	5,659
Thereafter	93,569	(24,066)	35,379
	<u>\$ 5,849,835</u>	<u>\$ (829,249)</u>	<u>\$ 56,674</u>

**Note 12 – Deferred Compensation Plan**

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all City employees, permits them to defer a portion of their salaries until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. The plan assets are under the participants control and are principally invested in demand deposits and mutual funds and are held in trust for the exclusive benefit of the participants and their beneficiaries. The plan assets are not included in the accompanying financial statements. At June 30, 2022, the amount held by the Trustee for the City employees is \$26,776,711.

**Note 13 – Net Position and Fund Balances**

**A. Government-Wide Financial Statements**

**Net Investment in Capital Assets**

The following is the calculation of net investment in capital assets at June 30, 2022:

	Governmental Activities	Business-Type Activities	Total
Capital Assets, net of accumulated depreciation and amortization	\$ 54,488,904	\$ 59,864,535	\$ 114,353,439
Less: outstanding principal on capital related debt, net	(25,772,254)	(158,923)	(25,931,177)
Add: Unspent debt proceeds	11,447,463	-	11,447,463
Less: retention payable	(37,611)	(4,185)	(41,796)
Net investments in capital assets	<u>\$ 40,126,502</u>	<u>\$ 59,701,427</u>	<u>\$ 99,827,929</u>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 13 – Net Position and Fund Balances (Continued)**

**B. Fund Financial Statements**

**Fund Balance Classification:**

At June 30, 2022, fund balances are classified in the governmental funds as follows:

	General Fund	Economic Development Grants Special Revenue Fund	City Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
<b>Nonspendable:</b>					
Inventories	\$ 54,334	\$ -	\$ -	\$ -	\$ 54,334
Prepaid items and deposits	298,091	-	288,931	41,048	628,070
<b>Total nonspendable</b>	<u>352,425</u>	<u>-</u>	<u>288,931</u>	<u>41,048</u>	<u>682,404</u>
<b>Restricted:</b>					
Economic development	-	6,502,666	-	-	6,502,666
Debt service	-	-	13,065,376	-	13,065,376
Law enforcement	-	-	-	751,879	751,879
Local street improvements	-	-	-	7,384,727	7,384,727
Community development	-	-	-	76,018	76,018
Capital projects	-	-	-	3,495,362	3,495,362
Other purposes	-	-	-	423,923	423,923
<b>Total restricted</b>	<u>-</u>	<u>6,502,666</u>	<u>13,065,376</u>	<u>12,131,909</u>	<u>31,699,951</u>
<b>Committed:</b>					
Emergency contingency	13,697,606	-	-	-	13,697,606
Senior and Aquatic Center Project	10,000,000	-	-	-	10,000,000
Pension stabilization fund	2,239,014	-	-	-	2,239,014
OPEB Stabilization Fund	1,000,000	-	-	-	1,000,000
<b>Total committed</b>	<u>26,936,620</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>26,936,620</u>
<b>Assigned:</b>					
Vehicle replacement	1,298,420	-	-	-	1,298,420
Equipment replacement	4,844,596	-	-	-	4,844,596
Future debt service payments	8,093,712	-	-	-	8,093,712
<b>Total assigned</b>	<u>14,236,728</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>14,236,728</u>
<b>Unassigned:</b>	<u>300,001</u>	<u>-</u>	<u>(1,097)</u>	<u>(184,603)</u>	<u>114,301</u>
<b>Total fund balance</b>	<u>\$ 41,825,774</u>	<u>\$ 6,502,666</u>	<u>\$ 13,353,210</u>	<u>\$ 11,988,354</u>	<u>\$ 73,670,004</u>



**City of Gardena**  
**Notes to the Basic Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 14 – Jointly Governed Organization**

***South Bay Regional Public Communications Authority***

The City is a member of the South Bay Regional Public Communications Authority (“SBRPCA”), which provides financing and equipment for a police communications system for the City and the other member municipalities of SBRPCA - Hawthorne and Manhattan Beach. SBRPCA financial statements can be obtained from the SBRPCA at 4440 West Broadway, Hawthorne, California 90250.

Revenues, expenses and indebtedness incurred by the SBRPCA relating to services associated with central dispatch are divided by member agencies in accordance with set percentages; however, expenses incurred relating to specific equipment and services requested by an individual member agency for use by its own public safety services are paid entirely by that member agency. As of June 30, 2022, the City’s percentage interest is 32.08%.

As of and for the year ended June 30, 2022, the latest available information, SBRPCA’s unaudited financial information is as follows:

Total assets	\$ 13,855,876
Total deferred outflows of resources	3,432,657
Total liabilities	7,588,259
Total deferred inflows of resources	5,777,598
<b>Net position</b>	<u><u>\$ 3,922,676</u></u>
Total revenues	\$ 12,429,641
Total expenses	(11,549,971)
<b>Change in net position</b>	<u><u>\$ 879,670</u></u>

**Note 15 – Commitments and Contingencies**

The City participates in a number of federal and state assisted grant programs, which are subject to program compliance audits by the grantors or their representatives. Final closeout audits of these programs have not yet been completed. Accordingly, the City’s ultimate compliance with applicable grant requirements will be established at some future date. Expenditures, if any, which may be disallowed by the granting agencies cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

The City is currently a party to various claims and legal proceedings. In management’s opinion, the ultimate liabilities, if any, resulting from such claims and proceedings, will not materially affect the City’s financial position.

The City had outstanding construction commitments in the amount of \$29,699,396 as of June 30, 2022.



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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## **REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)**

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## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Budgetary Comparison Schedule**  
**For the Year Ended June 30, 2022**

General Fund

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Taxes	\$ 55,741,766	\$ 62,939,991	\$ 66,503,135	\$ 3,563,144
Licenses and permits	1,779,976	1,995,001	2,900,062	905,061
Intergovernmental	527,500	527,500	522,015	(5,485)
Charges for services	5,079,337	4,984,384	5,365,786	381,402
Fines, forfeitures and penalties	980,000	1,080,368	923,049	(157,319)
Use of money and property	255,000	151,000	(1,607,573)	(1,758,573)
Miscellaneous	611,295	543,795	555,490	11,695
<b>Total revenues</b>	<b>64,974,874</b>	<b>72,222,039</b>	<b>75,161,964</b>	<b>2,939,925</b>
<b>EXPENDITURES:</b>				
Current:				
General government:				
City Clerk	584,044	584,044	667,308	(83,264)
City treasurer	271,815	271,815	295,387	(23,572)
Executive office	1,955,757	1,451,833	1,435,134	16,699
Administrative services	1,862,712	2,058,091	1,933,698	124,393
Non-departmental	924,484	672,397	856,286	(183,889)
Public safety:				
Police	29,900,384	29,900,384	29,100,808	799,576
L.A. County Fire District	12,018,155	12,105,043	12,072,169	32,874
Public works	6,338,125	6,338,125	6,091,797	246,328
Recreation and human services	3,397,540	3,397,540	3,310,663	86,877
Community development	1,857,031	1,986,333	2,410,655	(424,322)
Capital outlay	1,758,600	1,563,694	954,834	608,860
Debt service:				
Principal retirement	-	152,428	152,428	-
Interest and fiscal charges	-	26,815	26,815	-
<b>Total expenditures</b>	<b>60,868,647</b>	<b>60,508,542</b>	<b>59,307,982</b>	<b>1,200,560</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>4,106,227</b>	<b>11,713,497</b>	<b>15,853,982</b>	<b>4,140,485</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	6,752,279	13,254,862	5,442,274	(7,812,588)
Transfers out	(11,087,556)	(15,133,678)	(8,513,520)	6,620,158
Proceed from sale of assets	10,000	10,000	121,498	111,498
Proceeds from debt issuance	-	-	139,312	139,312
<b>Total other financing sources (uses)</b>	<b>(4,325,277)</b>	<b>(1,868,816)</b>	<b>(2,810,436)</b>	<b>(941,620)</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$ (219,050)</b>	<b>\$ 9,844,681</b>	<b>13,043,546</b>	<b>\$ 3,198,865</b>
<b>FUND BALANCE:</b>				
Beginning of Year			28,782,228	
End of Year			<u>\$ 41,825,774</u>	



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Budgetary Comparison Schedule (Continued)**  
**For the Year Ended June 30, 2022**

*Economic Development Grants Special Revenue Fund*

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ 610,000	\$ 610,000	\$ 15,400	\$ (594,600)
Charges for services	-	-	39,000	39,000
Fines, forfeitures and penalties	750,000	750,000	2,710,489	1,960,489
Use of money and property	20,000	20,000	16,082	(3,918)
Miscellaneous	-	-	9	9
<b>Total revenues</b>	<u>1,380,000</u>	<u>1,380,000</u>	<u>2,780,980</u>	<u>1,400,980</u>
<b>EXPENDITURES:</b>				
Current:				
Community development	469,006	469,006	236,433	232,573
Capital outlay	-	-	62,734	(62,734)
<b>Total expenditures</b>	<u>469,006</u>	<u>469,006</u>	<u>299,167</u>	<u>169,839</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>910,994</u>	<u>910,994</u>	<u>2,481,813</u>	<u>1,570,819</u>
<b>OTHER FINANCING USES:</b>				
Transfers out	(1,328,952)	(1,328,952)	(697,700)	631,252
<b>Total other financing uses</b>	<u>(1,328,952)</u>	<u>(1,328,952)</u>	<u>(697,700)</u>	<u>631,252</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ (417,958)</u>	<u>\$ (417,958)</u>	1,784,113	<u>\$ 2,202,071</u>
<b>FUND BALANCE:</b>				
Beginning of Year			4,718,553	
End of Year			<u>\$ 6,502,666</u>	



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Notes to the Budgetary Comparison Schedule**  
**For the Year Ended June 30, 2022**

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**Note 1 - Budgetary Control and Accounting Policy**

The City adopts annual budgets for the General Fund, special revenue funds, and debt service funds as well as adopts project length budgets for projects within the City Capital Projects Fund. During the year ended June 30, 2022, the City did not adopt budgets for the Asset Forfeiture Special Revenue Fund.

The City's budget is a detailed operating plan, which identifies estimated costs and results in relation to estimated revenues. The budget includes (1) the programs, projects, services, and activities to be provided during the fiscal year, (2) the estimated resources (inflows) and amounts available for appropriation and (3) the estimated charges to appropriations (outflows). The budget represents a process through which policy decisions are made, implemented, and controlled. The City's policy prohibits expending funds for which there is no legal appropriation.

The City's procedures for preparing the budgetary data reflected in the financial statements are:

- The budget is prepared under the City Manager's direction and adopted by the City Council, generally prior to June 30 of each year. It is revised periodically during the year by the City Council. The budget presented in the financial statements includes the original and final amounts.
- The budget serves as a policy document for the deliverance of public services; however, expenditures are individually approved by the City Council. The City Manager is authorized to transfer amounts within individual fund budgets without the approval of City Council. Additional appropriations during the year may be submitted to the City Council for review and approval.
- Budget information is presented for the governmental fund types. Budgeted revenue amounts represent the original budget modified by Council-authorized adjustments during the year, which were contingent upon new, or additional revenue sources. Budgeted expenditure amounts represent original appropriations adjusted for supplemental appropriations during the year.
- Total expenditures of each governmental fund may not legally exceed fund appropriations, and total expenditures for each department (for example: police department, public works department, community development department, etc.) may not legally exceed departmental appropriations. The City does not employ encumbrance accounting. The budgets conform, in all material respects, to generally accepted accounting principles.
- Appropriations lapse at year-end to the extent they have not been expended, except for capital projects appropriations which lapse when individual projects are completed.



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Changes in Net Pension Liability and Related Ratios**  
**For the Year Ended June 30, 2022**

**Last Ten Fiscal Years**

**California Public Employees' Retirement System ("CalPERS") - Miscellaneous Plan**

Measurement period	2013-14 <sup>1</sup>	2014-15	2015-16	2016-17	2017-18
<b>Total pension liability</b>					
Service cost	\$ 2,713,029	\$ 2,672,238	\$ 2,740,901	\$ 3,129,118	\$ 3,173,762
Interest	9,625,167	10,024,136	10,454,955	10,781,297	11,153,035
Changes of benefit terms	-	-	-	-	-
Changes of assumptions	-	(2,344,195)	-	8,715,907	(778,396)
Differences between expected and actual experience	-	(500,092)	(36,375)	(553,030)	122,851
Benefit payments, including refunds of employee contributions	(6,617,452)	(6,931,772)	(7,193,626)	(7,669,492)	(8,486,647)
<b>Net change in total pension liability</b>	<b>5,720,744</b>	<b>2,920,315</b>	<b>5,965,855</b>	<b>14,403,800</b>	<b>5,184,605</b>
<b>Total pension liability - beginning</b>	<b>130,287,771</b>	<b>136,008,515</b>	<b>138,928,830</b>	<b>144,894,685</b>	<b>159,298,485</b>
<b>Total pension liability - ending (a)</b>	<b>\$ 136,008,515</b>	<b>\$ 138,928,830</b>	<b>\$ 144,894,685</b>	<b>\$ 159,298,485</b>	<b>\$ 164,483,090</b>
<b>Pension fiduciary net position</b>					
Contributions - employer	\$ 1,628,415	\$ 2,016,919	\$ 2,317,060	\$ 2,645,234	\$ 3,015,630
Contributions - employee	1,181,161	1,242,246	1,321,368	1,327,795	1,405,045
Net investment income	17,430,461	2,536,012	604,797	12,260,577	10,029,125
Benefit payments, including refunds of employee contributions	(6,617,452)	(6,931,772)	(7,193,626)	(7,669,492)	(8,486,647)
Net plan to plan resource movement	-	-	(1,234)	11,249	(291)
Administrative expense	-	(128,654)	(69,658)	(164,291)	(186,505)
Other miscellaneous income/ (expense) <sup>2</sup>	-	-	-	-	(354,176)
<b>Net change in plan fiduciary net position</b>	<b>13,622,585</b>	<b>(1,265,249)</b>	<b>(3,021,293)</b>	<b>8,411,072</b>	<b>5,422,181</b>
<b>Plan fiduciary net position - beginning<sup>3</sup></b>	<b>101,939,625</b>	<b>115,562,210</b>	<b>114,296,961</b>	<b>111,275,668</b>	<b>119,686,740</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 115,562,210</b>	<b>\$ 114,296,961</b>	<b>\$ 111,275,668</b>	<b>\$ 119,686,740</b>	<b>\$ 125,108,921</b>
<b>Plan net pension liability - ending (a) - (b)</b>	<b>\$ 20,446,305</b>	<b>\$ 24,631,869</b>	<b>\$ 33,619,017</b>	<b>\$ 39,611,745</b>	<b>\$ 39,374,169</b>
<b>Plan fiduciary net position as a percentage of the total pension liability</b>	<b>84.97%</b>	<b>82.27%</b>	<b>76.80%</b>	<b>75.13%</b>	<b>76.06%</b>
<b>Covered payroll<sup>4</sup></b>	<b>\$ 17,651,457</b>	<b>\$ 18,094,788</b>	<b>\$ 19,012,911</b>	<b>\$ 19,306,012</b>	<b>\$ 19,929,430</b>
<b>Plan net pension liability as a percentage of covered payroll</b>	<b>115.83%</b>	<b>136.13%</b>	<b>176.82%</b>	<b>205.18%</b>	<b>197.57%</b>

<sup>1</sup> Historical information is presented only for measurement periods for periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

<sup>2</sup> During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

<sup>3</sup> Includes any beginning of year adjustment.

<sup>4</sup> Includes one year's payroll growth using 2.75% payroll growth assumption for fiscal years ended June 30, 2018-21; 3.00% payroll growth assumption for fiscal year ended June 30, 2014 -17.

**Notes to Schedule:**

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes which occurred after the June 30, 2018 valuation date. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes).

Changes of Assumptions: None in 2019 -2021. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Changes in Net Pension Liability and Related Ratios (Continued)**  
**For the Year Ended June 30, 2022**

Last Ten Fiscal Years

**California Public Employees' Retirement System ("CalPERS") - Miscellaneous Plan**

Measurement period	2018-19	2019-2020	2020-2021
<b>Total pension liability</b>			
Service cost	\$ 3,162,100	\$ 3,329,543	\$ 3,190,091
Interest	11,820,982	12,201,071	12,451,995
Changes of benefit terms	-	-	-
Changes of assumptions	-	-	-
Differences between expected and actual experience	3,672,690	(593,300)	(1,841,509)
Benefit payments, including refunds of employee contributions	(8,816,825)	(9,498,332)	(10,721,565)
<b>Net change in total pension liability</b>	9,838,947	5,438,982	3,079,012
<b>Total pension liability - beginning</b>	164,483,090	174,322,037	179,761,019
<b>Total pension liability - ending (a)</b>	<u>\$ 174,322,037</u>	<u>\$ 179,761,019</u>	<u>\$ 182,840,031</u>
<b>Pension fiduciary net position</b>			
Contributions - employer	\$ 3,688,807	\$ 4,397,533	\$ 46,940,155
Contributions - employee	1,457,546	1,611,737	1,203,298
Net investment income	8,130,102	6,417,192	35,069,162
Benefit payments, including refunds of employee contributions	(8,816,825)	(9,498,332)	(10,721,565)
Net plan to plan resource movement	-	-	-
Administrative expense	(89,280)	(182,534)	(132,085)
Other miscellaneous income/ (expense) <sup>2</sup>	291	-	-
<b>Net change in plan fiduciary net position</b>	4,370,641	2,745,596	72,358,965
<b>Plan fiduciary net position - beginning<sup>3</sup></b>	125,108,921	129,479,562	132,225,158
<b>Plan fiduciary net position - ending (b)</b>	<u>\$ 129,479,562</u>	<u>\$ 132,225,158</u>	<u>\$ 204,584,123</u>
<b>Plan net pension liability - ending (a) - (b)</b>	<u>\$ 44,842,475</u>	<u>\$ 47,535,861</u>	<u>\$ (21,744,092)</u>
<b>Plan fiduciary net position as a percentage of the total pension liability</b>	<u>74.28%</u>	<u>73.56%</u>	<u>111.89%</u>
<b>Covered payroll<sup>4</sup></b>	<u>\$ 20,102,352</u>	<u>\$ 21,343,226</u>	<u>\$ 20,567,963</u>
<b>Plan net pension liability as a percentage of covered payroll</b>	<u>223.07%</u>	<u>222.72%</u>	<u>-105.72%</u>



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of the City's Proportionate Share of the Net Pension Liability and Related Ratios**  
**For the Year Ended June 30, 2022**

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**Last Ten Fiscal Years**

**California Public Employees' Retirement System ("CalPERS") - Safety Plan**

Measurement period	June 30, 2014 <sup>1</sup>	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018
City Proportion of the Net Pension Liability	0.65549%	0.65832%	0.62924%	0.61206%	0.62701%
City's Proportionate Share of the net Pension Liability	<u>\$ 40,787,661</u>	<u>\$ 45,186,413</u>	<u>\$ 54,448,433</u>	<u>\$ 60,699,742</u>	<u>\$ 60,419,894</u>
City's Covered Payroll	<u>\$ 9,078,779</u>	<u>\$ 9,351,143</u>	<u>\$ 10,491,839</u>	<u>\$ 10,435,515</u>	<u>\$ 11,232,919</u>
City's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll	<u>449.26%</u>	<u>483.22%</u>	<u>518.96%</u>	<u>581.67%</u>	<u>537.88%</u>
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	<u>75.54%</u>	<u>77.40%</u>	<u>68.79%</u>	<u>68.27%</u>	<u>69.50%</u>

<sup>1</sup> Historical information is presented only for measurement periods for periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of the City's Proportionate Share of the Net Pension Liability and Related Ratios (Continued)**  
**For the Year Ended June 30, 2022**

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**Last Ten Fiscal Years**

**California Public Employees' Retirement System ("CalPERS") - Safety Plan**

Measurement period	June 30, 2019	June 30, 2020	June 30, 2021
City Proportion of the Net Pension Liability	0.55899%	0.56472%	-0.50839%
City's Proportionate Share of the net Pension Liability	<u>\$ 57,280,320</u>	<u>\$ 61,443,923</u>	<u>\$ (27,495,287)</u>
City's Covered Payroll	<u>\$ 12,156,428</u>	<u>\$ 11,992,232</u>	<u>\$ 11,768,395</u>
City's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll	<u>471.19%</u>	<u>512.36%</u>	<u>-233.64%</u>
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	<u>72.58%</u>	<u>\$ 11,992,232</u>	<u>\$ 11,768,395</u>



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Pensions**  
**For the Year Ended June 30, 2022**

**Last Ten Fiscal Years**

**California Public Employees' Retirement System ("CalPERS") - Miscellaneous Plan**

	2013-14 <sup>1</sup>	2014-15	2015-16	2016-17	2017-18
Actuarially determined contribution	\$ 1,628,415	\$ 2,016,919	\$ 2,317,060	\$ 2,645,234	\$ 3,015,630
Contributions in relation to the actuarially determined contribution <sup>2</sup>	(1,628,415)	(2,016,919)	(2,317,060)	(2,645,234)	(3,015,630)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll <sup>3</sup>	\$ 17,651,457	\$ 18,094,788	\$ 19,012,911	\$ 19,306,012	\$ 19,929,430
Contributions as a percentage of covered payroll <sup>3</sup>	9.23%	11.15%	12.19%	13.70%	15.13%

<sup>1</sup> Historical information is presented only for measurement periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

<sup>2</sup> Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

<sup>3</sup> Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-22; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

**Notes to Schedule:**

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2019-20 were derived from the June 30, 2017 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Asset valuation method	Fair value
Inflation	2.50%
Salary increases	Varies by entry age and service
Payroll Growth	2.750%
Investment rate of return	7.00% net of pension plan investment and administrative expenses; includes Inflation.
Retirement age	The probabilities of retirement are based on the 2017 CalPERS Experience study for the period from 1997 to 2015.

The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

Mortality



**City of Gardena**  
**Required Supplementary Information (Unaudited) (Continued)**  
**Schedule of Contributions - Pensions (Continued)**  
**For the Year Ended June 30, 2022**

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**Last Ten Fiscal Years**

**California Public Employees' Retirement System ("CalPERS") - Miscellaneous Plan**

	2018-19	2019-20	2020-21 <sup>4</sup>	2021-22
Actuarially determined contribution	\$ 3,688,807	\$ 4,397,533	\$ 4,625,188	\$ 2,100,703
Contributions in relation to the actuarially determined contribution <sup>2</sup>	(3,688,807)	(4,397,533)	(46,940,155)	(2,100,703)
Contribution deficiency (excess)	\$ -	\$ -	\$ (42,314,967)	\$ -
Covered payroll <sup>3</sup>	\$ 20,102,352	\$ 21,343,226	\$ 20,567,963	\$ 21,133,582
Contributions as a percentage of covered payroll <sup>3</sup>	18.35%	20.60%	228.22%	9.94%

<sup>4</sup> During FY2020-21, the City contributed \$42,022,534 additional funds to CalPERS via proceeds of the 2020 Taxable Pension Obligation Bonds.



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Pensions (Continued)**  
**For the Year Ended June 30, 2022**

**Last Ten Fiscal Years**

**California Public Employees' Retirement System ("CalPERS") - Safety Plan**

	2013-14 <sup>1</sup>	2014-15	2015-16	2016-17	2017-18
Actuarially determined contribution	\$ 3,930,218	\$ 4,265,350	\$ 4,917,350	\$ 5,401,275	\$ 6,093,811
Contributions in relation to the actuarially determined contribution	(3,930,218)	(4,265,350)	(4,917,350)	(5,401,275)	(6,093,811)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll <sup>2</sup>	\$ 9,078,779	\$ 9,351,143	\$ 10,491,839	\$ 10,435,515	\$ 11,232,919
Contributions as a percentage of covered payroll	43.29%	45.61%	46.87%	51.76%	54.25%

<sup>1</sup> Historical information is presented only for measurement periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

<sup>2</sup> Payroll from 2020-21 was assumed to increase by the 2.75 percent payroll growth assumption.

**Notes to Schedule:**

Change in Benefit Terms: There was no change in benefit terms.

Changes of Assumptions: None in 2019-2021. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Pensions (Continued)**  
**For the Year Ended June 30, 2022**

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**Last Ten Fiscal Years**

**California Public Employees' Retirement System ("CalPERS") - Safety Plan**

	<u>2018-19 <sup>3</sup></u>	<u>2019-20</u>	<u>2020-21 <sup>4</sup></u>	<u>2021-22<sup>2</sup></u>
Actuarially determined contribution	\$ 6,617,559	\$ 6,185,808	\$ 8,595,603	\$ 2,950,604
Contributions in relation to the actuarially determined contribution <sup>3</sup>	<u>(12,677,559)</u>	<u>(6,185,808)</u>	<u>(60,369,859)</u>	<u>(2,950,604)</u>
Contribution deficiency (excess)	<u>\$ (6,060,000)</u>	<u>\$ -</u>	<u>\$ (51,774,256)</u>	<u>\$ -</u>
Covered payroll	<u>\$ 12,156,428</u>	<u>\$ 11,992,232</u>	<u>\$ 11,768,395</u>	<u>\$ 12,092,026</u>
Contributions as a percentage of covered payroll	104.29%	51.58%	512.98%	24.40%

<sup>3</sup> During FY2018-19, the City contributed \$6,060,000 to CalPERS to proceed with the 20 year fresh start of the unfunded liability to the safety plan.

<sup>4</sup> During FY2020-21, the City contributed \$51,774,256 additional funds to CalPERS via proceeds of the 2020 Taxable Pension Obligation Bonds.



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Changes in Net OPEB Liability and Related Ratios**  
**For the Year Ended June 30, 2022**

**Last Ten Fiscal Years**

**Governmental Activities Retiree Healthcare Plan**

Measurement period	2016-17 <sup>1</sup>	2017-18	2018-19	2019-20	2020-21
<b>Total OPEB liability</b>					
Service cost	\$ 2,001,000	\$ 1,619,506	\$ 1,649,332	\$ 1,902,932	\$ 2,450,797
Transfers to Sewer	-	(288,000)	-	-	-
Interest	1,888,000	2,141,404	2,284,925	2,265,606	1,663,721
Changes of benefit terms	-	-	-	-	-
Changes of assumptions	(7,755,000)	(4,569,074)	3,665,059	10,099,593	654,965
Differences between expected and actual experience	-	2,253,827	-	(2,109,370)	-
Benefit payments, including refunds	(2,162,000)	(2,247,465)	(2,251,080)	(2,075,527)	(2,237,985)
Other - funding rates used by benefits paid	580,000	-	-	-	-
<b>Net change in total OPEB liability</b>	<b>(5,448,000)</b>	<b>(1,089,802)</b>	<b>5,348,236</b>	<b>10,083,234</b>	<b>2,531,498</b>
<b>Total OPEB liability - beginning of the year</b>	<b>65,056,000</b>	<b>59,608,000</b>	<b>58,518,198</b>	<b>63,866,434</b>	<b>73,949,668</b>
<b>Total OPEB liability - end of the year (a)</b>	<b>\$ 59,608,000</b>	<b>\$ 58,518,198</b>	<b>\$ 63,866,434</b>	<b>\$ 73,949,668</b>	<b>\$ 76,481,166</b>
<b>OPEB fiduciary net position</b>					
Contributions - employer	\$ -	\$ 2,247,465	\$ 2,401,080	\$ 2,075,527	\$ 2,237,985
Contributions - employee	-	-	-	-	-
Net investment income	-	-	1,792	5,361	43,168
Benefit payments, including refunds	-	(2,247,465)	(2,251,080)	(2,075,527)	(2,237,985)
Administrative expense	-	-	(1)	(74)	(59)
Other changes	-	-	-	-	-
<b>Net change in plan fiduciary net position</b>	<b>-</b>	<b>-</b>	<b>151,791</b>	<b>5,287</b>	<b>43,109</b>
<b>Plan fiduciary net position - beginning of year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>151,791</b>	<b>157,078</b>
<b>Plan fiduciary net position - end of year (b)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 151,791</b>	<b>\$ 157,078</b>	<b>\$ 200,187</b>
<b>Plan net OPEB liability - end of year (a) - (b)</b>	<b>\$ 59,608,000</b>	<b>\$ 58,518,198</b>	<b>\$ 63,714,643</b>	<b>\$ 73,792,590</b>	<b>\$ 76,280,979</b>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.24%</b>	<b>0.21%</b>	<b>0.26%</b>
<b>Covered payroll<sup>2</sup></b>	<b>\$ 25,500,000</b>	<b>\$ 23,523,270</b>	<b>\$ 24,650,894</b>	<b>\$ 25,558,730</b>	<b>\$ 22,948,265</b>
<b>Plan net OPEB liability as a percentage of covered payroll</b>	<b>233.76%</b>	<b>248.77%</b>	<b>258.47%</b>	<b>288.72%</b>	<b>332.40%</b>

<sup>1</sup> Historical information is presented for measurement periods after GASB 75 implementation in 2016-17. Additional years' information will be displayed as it becomes available.

**Notes to Schedule:**

Changes of assumptions: In 2020, the accounting discount rate decrease from 2.21 percent to 2.16 percent. In 2020, the accounting discount rate decreased from 3.50 percent to 2.21 percent. In 2019, the accounting discount rate increased from 3.87 percent to 3.50 percent. In 2018, the accounting discount rate increased from 3.58 percent to 3.87 percent. In 2017, the accounting discount rate increased from 2.85 percent to 3.58 percent.

Changes of benefit terms: There were no changes of benefit terms in 2020.



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Changes in Net OPEB Liability and Related Ratios (Continued)**  
**For the Year Ended June 30, 2022**

	Last Ten Fiscal Years				
	GTrans Retiree Healthcare Plan				
Measurement period	2016-17 <sup>1</sup>	2017-18	2018-19	2019-20	2020-21
<b>Total OPEB liability</b>					
Service cost	\$ 232,000	\$ 238,960	\$ 291,129	\$ 299,863	\$ 340,578
Interest	598,000	629,344	661,199	706,976	691,860
Changes of benefit terms	-	-	-	-	-
Changes of assumptions	-	(357,602)	-	117,261	-
Differences between expected and actual experience	-	301,185	-	(294,459)	-
Benefit payments, including refunds	(462,000)	(494,701)	(289,528)	(276,271)	(272,358)
Other - funding rates used by benefits paid	190,000	-	-	-	-
<b>Net change in total OPEB liability</b>	558,000	317,186	662,800	553,370	760,080
<b>Total OPEB liability - beginning of year</b>	8,774,000	9,332,000	9,649,186	10,311,986	10,865,356
<b>Total OPEB liability - end of year (a)</b>	<u>\$ 9,332,000</u>	<u>\$ 9,649,186</u>	<u>\$ 10,311,986</u>	<u>\$ 10,865,356</u>	<u>\$ 11,625,436</u>
<b>OPEB fiduciary net position</b>					
Contributions - employer	\$ 462,000	\$ 4,516,245	\$ 289,528	\$ 276,271	\$ 272,358
Contributions - employee	-	-	-	-	-
Net investment income	-	60,118	251,747	152,987	1,231,806
Benefit payments, including refunds	(462,000)	(494,701)	(289,528)	(276,271)	(272,358)
Administrative expense	-	(505)	(874)	(2,115)	(1,696)
Other changes	-	-	-	-	-
<b>Net change in plan fiduciary net position</b>	-	4,081,157	250,873	150,872	1,230,110
<b>Plan fiduciary net position - beginning of year</b>	-	-	4,081,157	4,332,030	4,482,902
<b>Plan fiduciary net position - end of year (b)</b>	<u>\$ -</u>	<u>\$ 4,081,157</u>	<u>\$ 4,332,030</u>	<u>\$ 4,482,902</u>	<u>\$ 5,713,012</u>
<b>Plan net OPEB liability - end of year (a) - (b)</b>	<u>\$ 9,332,000</u>	<u>\$ 5,568,029</u>	<u>\$ 5,979,956</u>	<u>\$ 6,382,454</u>	<u>\$ 5,912,424</u>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	<u>0.00%</u>	<u>42.30%</u>	<u>42.01%</u>	<u>41.26%</u>	<u>49.14%</u>
<b>Covered payroll</b>	<u>\$ 9,759,000</u>	<u>\$ 10,316,000</u>	<u>\$ 9,798,690</u>	<u>\$ 10,811,701</u>	<u>\$ 8,791,518</u>
<b>Plan net OPEB liability as a percentage of covered payroll</b>	<u>95.62%</u>	<u>53.97%</u>	<u>61.03%</u>	<u>59.03%</u>	<u>67.25%</u>

<sup>1</sup> Historical information is presented only for measurement periods after GASB 75 implementation in 2016-17.

**Notes to Schedule:**

Changes of assumptions: In 2020, the discount rate changed from 6.75 percent to 6.25 percent and the inflation assumption was changed from 2.75 percent per year to 2.50 percent. In 2019, There were no changes in assumptions. In 2018, medical plan at retirement assumption updated, trend rate updated, demographic assumptions were updated to CalPERS 1997-2015 Experience Study, and mortality improvement scale was updated to Scale MP-2018. In 2017, there were no changes.

Changes of benefit terms: There were no changes of benefit terms in 2020.



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Changes in Net OPEB Liability and Related Ratios (Continued)**  
**For the Year Ended June 30, 2022**

Last Ten Fiscal Years					
Sewer Retiree Healthcare Plan					
Measurement period	2016-17 <sup>1</sup>	2017-18	2018-19	2019-20	2020-21
<b>Total OPEB liability</b>					
Service cost	\$ -	\$ 16,001	\$ 19,620	\$ 22,199	\$ 73,740
Transfers from the Governmental Activities	-	288,000	-	-	-
Interest	-	10,883	11,678	12,351	11,482
Changes of benefit terms	-	-	-	-	-
Changes of assumptions	-	(32,020)	17,238	64,526	5,084
Differences between expected and actual experience	-	(709)	-	16,025	-
Benefit payments, including refunds	-	-	-	-	-
Other - funding rates used by benefits paid	-	-	-	-	-
<b>Net change in total OPEB liability</b>	-	282,155	48,536	115,101	90,306
<b>Total OPEB liability - beginning of year</b>	-	-	282,155	330,691	445,792
<b>Total OPEB liability - end of year (a)</b>	<u>\$ -</u>	<u>\$ 282,155</u>	<u>\$ 330,691</u>	<u>\$ 445,792</u>	<u>\$ 536,098</u>
<b>OPEB fiduciary net position</b>					
Contributions - employer	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions - employee	-	-	-	-	-
Net investment income	-	-	-	-	-
Benefit payments, including refunds	-	-	-	-	-
Administrative expense	-	-	-	-	-
Other changes	-	-	-	-	-
<b>Net change in plan fiduciary net position</b>	-	-	-	-	-
<b>Plan fiduciary net position - beginning of year</b>	-	-	-	-	-
<b>Plan fiduciary net position - end of year (b)</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Plan net OPEB liability - end of year (a) - (b)</b>	<u>\$ -</u>	<u>\$ 282,155</u>	<u>\$ 330,691</u>	<u>\$ 445,792</u>	<u>\$ 536,098</u>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>
<b>Covered payroll</b>	<u>N/A</u>	<u>\$ 388,821</u>	<u>\$ 482,665</u>	<u>\$ 515,111</u>	<u>\$ 497,972</u>
<b>Plan net OPEB liability as a percentage of covered payroll</b>	<u>N/A</u>	<u>72.57%</u>	<u>68.51%</u>	<u>86.54%</u>	<u>107.66%</u>

<sup>1</sup> Historical information is presented only for measurement periods after GASB 75 implementation in 2016-17.

**Notes to Schedule:**

Changes of assumptions: In 2020, the accounting discount rate decrease from 2.21 percent to 2.16 percent. In 2020, the accounting discount rate decreased from 3.50 percent to 2.21 percent. In 2019, the accounting discount rate increased from 3.87 percent to 3.50 percent. In 2018, the accounting discount rate increased from 3.58 percent to 3.87 percent. In 2017, the accounting discount rate increased from 2.85 percent to 3.58

Changes of benefit terms: There were no changes of benefit terms in 2020.



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Other Postemployment Benefits Plans**  
**For the Year Ended June 30, 2022**

**Last Ten Fiscal Years**

**Governmental Activities Retiree Healthcare Plan**

	2016-17 <sup>1</sup>	2017-18	2018-19	2019-20	2020-21
Actuarially determined contribution	\$ 5,029,000	N/A	\$ 3,631,000	\$ 3,867,000	\$ 3,941,000
Contributions in relation to the actuarially determined contribution	(2,162,000)	(2,247,465)	(2,557,088)	(2,075,527)	(2,237,985)
Contribution deficiency (excess)	<u>\$ 2,867,000</u>	<u>\$ (2,247,465)</u>	<u>\$ 1,073,912</u>	<u>\$ 1,791,473</u>	<u>\$ 1,703,015</u>
Covered payroll	N/A	\$ 23,523,270	\$ 24,650,894	\$ 25,558,730	\$ 22,948,265
Contributions as a percentage of covered payroll	N/A	N/A	10.37%	8.12%	9.75%

<sup>1</sup> Historical information is presented only for measurement periods after GASB 75 implementation in 2016-17.

**Notes to Schedule:**

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2021-22 were derived from the June 30, 2020 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal, Level % of pay
Amortization method	Level % of pay
Amortization period	17-year average remaining period for 2021/22
Asset valuation method	gains and
Discount rate	6.25%
General inflation	2.50%
Medical trend	Non-Medicare - 6.75% for 2022, decreasing to an ultimate rate of 3.75% in 2076. Medicare - 4.75% for 2022, decreasing to an ultimate rate of 3.75% in 2076.
Mortality	CalPERS 1997-2015 experience study.
Mortality improvement	Post-retirement mortality projected fully generational with Scale MP-2020.



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Other Postemployment Benefits Plans (Continued)**  
**For the Year Ended June 30, 2022**

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**Last Ten Fiscal Years**

**Governmental Activities Retiree Healthcare Plan (Continued)**

	<u>2021-22</u>
Actuarially determined contribution	\$ 4,211,000
Contributions in relation to the actuarially determined contribution	<u>(2,286,676)</u>
Contribution deficiency (excess)	<u>\$ 1,924,324</u>
Covered payroll	\$ 24,154,486
Contributions as a percentage of covered payroll	9.47%



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Other Postemployment Benefits Plans (Continued)**  
**For the Year Ended June 30, 2022**

**Last Ten Fiscal Years**

**GTrans Retiree Healthcare Plan**

	2016-17 <sup>1</sup>	2017-18	2018-19	2019-20	2020-21
Actuarially determined contribution	\$ 848,000	\$ 785,000	\$ 721,000	\$ 776,000	\$ 848,000
Contributions in relation to the actuarially determined contribution	(462,000)	(4,516,544)	(532,056)	(276,271)	(272,358)
Contribution deficiency (excess)	<u>\$ 386,000</u>	<u>\$ (3,731,544)</u>	<u>\$ 188,944</u>	<u>\$ 499,729</u>	<u>\$ 575,642</u>
Covered payroll	\$ 9,759,000	\$ 10,316,000	\$ 9,798,690	\$ 10,811,701	\$ 8,791,518
Contributions as a percentage of covered payroll	4.73%	43.78%	5.43%	2.56%	3.10%

<sup>1</sup> Historical information is presented only for measurement periods after GASB 75 implementation in 2016-17.

**Notes to Schedule:**

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2021-22 were derived from the June 30, 2020 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal, Level % of pay
Amortization method	Level % of pay
Amortization period	17-year average remaining period for 2021/2
Asset valuation method	gains and
Discount rate	6.25%
General inflation	2.50%
Medical trend	Non-Medicare - 6.75% for 2022, decreasing to an ultimate rate of 3.75% in 2076. Medicare - 5.85% for 2021, decreasing to an ultimate rate of 3.75% in 2076.
Mortality	CalPERS 1997-2015 experience study.
Mortality improvement	Post-retirement mortality projected fully generational with Scale MP-2020.



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Other Postemployment Benefits Plans (Continued)**  
**For the Year Ended June 30, 2022**

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Last Ten Fiscal Years

**GTrans Retiree Healthcare Plan (Continued)**

	<u>2021-22</u>
Actuarially determined contribution	\$ 899,000
Contributions in relation to	
the actuarially determined contribution	<u>(873,696)</u>
Contribution deficiency (excess)	<u>\$ 25,304</u>
Covered payroll	\$ 10,484,293
Contributions as a percentage of covered payroll	8.33%



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Other Postemployment Benefits Plans (Continued)**  
**For the Year Ended June 30, 2022**

**Last Ten Fiscal Years**

**Sewer Retiree Healthcare Plan**

	2016-17 <sup>1</sup>	2017-18	2018-19	2019-20	2020-21
Actuarially determined contribution	\$ -	\$ -	\$ 25,000	\$ 26,000	\$ 46,000
Contributions in relation to the actuarially determined contribution	-	-	-	-	-
Contribution deficiency (excess)	\$ -	\$ -	\$ 25,000	\$ 26,000	\$ 46,000
Covered payroll	N/A	\$ 388,821	\$ 482,665	\$ 515,111	\$ 497,972
Contributions as a percentage of covered payroll	N/A	N/A	0.00%	0.00%	0.00%

<sup>1</sup> Historical information is presented only for measurement periods after GASB 75 implementation in 2016-17.

**Notes to Schedule:**

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2021-22 were derived from the June 30, 2020 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal, Level % of pay
Amortization method	Level % of pay
Amortization period	17-year average remaining period for 2021/22
Asset valuation method	gains and
Discount rate	6.25%
General inflation	2.50%
Medical trend	Non-Medicare - 6.75% for 2022, decreasing to an ultimate rate of 3.75% in 2076. Medicare - 4.75% for 2022, decreasing to an ultimate rate of 3.75% in 2076.
Mortality	CalPERS 1997-2015 experience study.
Mortality improvement	Post-retirement mortality projected fully generational with Scale MP-2020.



**City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Other Postemployment Benefits Plans (Continued)**  
**For the Year Ended June 30, 2022**

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**Last Ten Fiscal Years**

**Sewer Retiree Healthcare Plan (Continued)**

	<u>2021-22</u>
Actuarially determined contribution	\$ 48,000
Contributions in relation to the actuarially determined contribution	<u>-</u>
Contribution deficiency (excess)	<u>\$ 48,000</u>
Covered payroll	\$ 386,578
Contributions as a percentage of covered payroll	0.00%



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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## **SUPPLEMENTARY INFORMATION**

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## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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# NONMAJOR GOVERNMENTAL FUNDS

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***Consolidated Lighting District Special Revenue Fund*** - To account for monies received from property assessments restricted to fund district lighting activities.

***Prop C Local Return Special Revenue Fund*** - To account for monies derived from Los Angeles County 1/2% sales tax, received from MTA and expended on streets and roads heavily used by public transit.

***Gas Tax Special Revenue Fund*** - To account for funding from the State of California for the state and county gas tax allocation and the Senate Bill No. 1 (SB1) allocation.

***Asset Forfeiture Special Revenue Fund*** - To account for monies that were seized from criminal activities and is to be used solely for law enforcement purposes.

***Public Safety Grants Special Revenue Fund*** - Represents twenty-one funds used to fund various police activities. Four of the grants receive funding from the California Office of Traffic Safety. These grants fund sobriety checkpoints, saturation patrols, seatbelt enforcement, warrant/probation sweeps and additional activities to raise public awareness and reduce alcohol involved fatalities. Two One grants from the U.S. Department of Justice provides funding for technological programs and equipment to improve public safety issues. Finally, The COPS grant and Traffic Safety grant are funds earmarked for any police activity that will increase public safety. The Federal Emergency Management Agency ("FEMA") Coronavirus Pandemic Public Assistance Program provides support to meet emergency needs during the COVID-19 pandemic. The State Homeland Security Grant Program ("HSGP") provides funding to prevent terrorism and other catastrophic events and to prepare local governments for the threats and hazards that pose the greatest risk to the security of the community.

***Public Works Grants Special Revenue Fund*** - Represents thirteen funds used to implement various capital improvements projects. The Artesia Boulevard Landscaping Assessment is received from property assessments and restricted to funding district landscaping activities. The Transportation Community and System Preservation grants is received from Caltrans to implement programs that promote pedestrian friendly areas, job growth, and business retention along the Rosecrans corridor. The Measure Proposition A Park Bond Safe neighborhood Parks Proposition of 1992 and 1996 is received from Los Angeles County Regional Park and Open Space District to be used for acquisition and improvements to parks. The South Coast AQMD fund is monies received from the motor vehicle tax to be expended on programs to reduce air pollution, which is necessary to comply with the California Clean Air Act of 1988. Measure R funds are derived from Los Angeles County 1/2 cent sales tax approved by voters in November 2008 to meet the transportation needs of Los Angeles County. The program is to be used for transportation projects that have been approved by the Los Angeles County Metropolitan Transportation Authority ("MTA"). The Measure W fund is derived from Los Angeles County 2.5 cents parcel tax approved by voters in November 2018 to increase local water supply, improve water quality, and protect public health. This fund is use for Municipal Separate Storm Sewer System ("MS4") programs and projects.

***Human Services Grants Special Revenue Fund*** - Represents six funds. Two of the funds provide meals to the elderly and disabled funded by Aging Program. These meals are served at the Nakaoka Center or delivered directly to the participants. One grant provides for a socialization program for elderly persons suffering from Alzheimer's Disease or dementia. The two Family Child Care grants are funded by the California Department of Education Social Services ("CDSS") and provides daycare and early education to qualified families.

***Community Development Block Grant (CDBG) Special Revenue Fund*** - To account for funding from HUD to fund programs that benefit low income, elderly or disabled individuals. A number of programs are funded with these monies, including an at-risk youth program, code enforcement, a handy worker program for small home repairs and access ramps, projects to improve or eliminate slum blight conditions, as well as assistance for landlords in designated areas to improve living conditions for qualified tenants.

***American Rescue Plan Special Revenue Fund*** - To account for revenues and activities for American Rescue Plan Act funding which was provided to fund additional relief for individuals and businesses affected by the coronavirus pandemic.

***City Capital Projects Fund*** - Represents the financial resources that are restricted, committed or assigned to expenditures for capital outlay.



**City of Gardena**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2022**

	Special Revenue Funds			
	Consolidated Lighting District	Prop C Local Return	Gas Tax	Asset Forfeiture
<b>ASSETS</b>				
Cash and investments	\$ 598,999	\$ 3,402,625	\$ 3,208,903	\$ 769,662
Receivables:				
Accounts	-	-	295,725	-
Taxes	25,104	-	-	-
Prepaid items and deposits	-	-	4,818	-
Due from other governmental agencies	-	-	-	-
<b>Total assets</b>	<b>\$ 624,103</b>	<b>\$ 3,402,625</b>	<b>\$ 3,509,446</b>	<b>\$ 769,662</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 44,429	\$ -	\$ 39,186	\$ 17,783
Accrued liabilities	-	-	-	-
Salaries and benefits payable	-	1,604	4,676	-
Due to other funds	-	-	56,734	-
Retention payable	-	-	-	-
Unearned revenue	-	-	-	-
<b>Total liabilities</b>	<b>44,429</b>	<b>1,604</b>	<b>100,596</b>	<b>17,783</b>
<b>Deferred inflows of resources:</b>				
Unavailable revenue	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	-	-	4,818	-
Restricted	579,674	3,401,021	3,404,032	751,879
Unassigned (deficit)	-	-	-	-
<b>Total fund balances</b>	<b>579,674</b>	<b>3,401,021</b>	<b>3,408,850</b>	<b>751,879</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 624,103</b>	<b>\$ 3,402,625</b>	<b>\$ 3,509,446</b>	<b>\$ 769,662</b>

(Continued)



**City of Gardena**  
**Combining Balance Sheet (Continued)**  
**Nonmajor Governmental Funds**  
**June 30, 2022**

	Special Revenue Funds			
	Public Safety Grants	Public Works Grants	Human Services Grants	Community Development Block Grant (CDBG)
<b>ASSETS</b>				
Cash and investments	\$ 520,887	\$ 3,555,951	\$ 154,646	\$ 113,806
Receivables:				
Accounts	777,937	-	2,870	35,495
Taxes	-	28	-	-
Prepaid items and deposits	12,500	19,498	4,232	-
Due from other governmental agencies	27,934	505,229	716,369	-
<b>Total assets</b>	<b>\$ 1,339,258</b>	<b>\$ 4,080,706</b>	<b>\$ 878,117</b>	<b>\$ 149,301</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 8,057	\$ 16,681	\$ 250,934	\$ 3,318
Accrued liabilities	-	-	70	-
Salaries and benefits payable	4,364	3,164	55,171	11,719
Due to other funds	791,153	485,152	137,416	23,968
Retention payable	-	-	-	-
Unearned revenue	-	-	-	-
<b>Total liabilities</b>	<b>803,574</b>	<b>504,997</b>	<b>443,591</b>	<b>39,005</b>
<b>Deferred inflows of resources:</b>				
Unavailable revenue	707,787	362,746	6,371	34,278
<b>Total deferred inflows of resources</b>	<b>707,787</b>	<b>362,746</b>	<b>6,371</b>	<b>34,278</b>
<b>Fund Balances:</b>				
Nonspendable	12,500	19,498	4,232	-
Restricted	-	3,193,465	423,923	76,018
Unassigned (deficit)	(184,603)	-	-	-
<b>Total fund balances</b>	<b>(172,103)</b>	<b>3,212,963</b>	<b>428,155</b>	<b>76,018</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 1,339,258</b>	<b>\$ 4,080,706</b>	<b>\$ 878,117</b>	<b>\$ 149,301</b>

(Continued)



**City of Gardena**  
**Combining Balance Sheet (Continued)**  
**Nonmajor Governmental Funds**  
**June 30, 2022**

	Special Revenue Fund	Capital Projects Fund	Total Nonmajor Governmental Funds
	American Rescue Plan	City Capital Projects	
<b>ASSETS</b>			
Cash and investments	\$ 3,950,807	\$ 1,079,733	\$ 17,356,019
Receivables:			
Accounts	-	-	1,112,027
Taxes	-	-	25,132
Prepaid items and deposits	-	-	41,048
Due from other governmental agencies	-	-	1,249,532
<b>Total assets</b>	<b>\$ 3,950,807</b>	<b>\$ 1,079,733</b>	<b>\$ 19,783,758</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Accounts payable	\$ -	\$ 740,225	\$ 1,120,613
Accrued liabilities	-	-	70
Salaries and benefits payable	-	-	80,698
Due to other funds	-	-	1,494,423
Retention payable	-	37,611	37,611
Unearned revenue	3,950,807	-	3,950,807
<b>Total liabilities</b>	<b>3,950,807</b>	<b>777,836</b>	<b>6,684,222</b>
<b>Deferred inflows of resources:</b>			
Unavailable revenue	-	-	1,111,182
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>1,111,182</b>
<b>Fund Balances:</b>			
Nonspendable	-	-	41,048
Restricted	-	301,897	12,131,909
Unassigned (deficit)	-	-	(184,603)
<b>Total fund balances</b>	<b>-</b>	<b>301,897</b>	<b>11,988,354</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 3,950,807</b>	<b>\$ 1,079,733</b>	<b>\$ 19,783,758</b>

(Concluded)



**City of Gardena**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the Year Ended June 30, 2022**

	Special Revenue Funds			
	Consolidated Lighting District	Prop C Local Return	Gas Tax	Asset Forfeiture
<b>REVENUES:</b>				
Taxes	\$ 764,029	\$ 1,276,438	\$ -	\$ -
Intergovernmental	-	-	2,685,713	29,046
Charges for services	-	-	-	-
Fines, forfeitures, and penalties	-	-	-	-
Use of money and property	2,071	10,598	9,718	2,490
Miscellaneous	-	-	-	-
<b>Total revenues</b>	<u>766,100</u>	<u>1,287,036</u>	<u>2,695,431</u>	<u>31,536</u>
<b>EXPENDITURES:</b>				
Current:				
General government	-	-	9,405	-
Public safety	-	-	-	58,791
Public works	711,935	33,624	555,718	-
Recreation and human services	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal retirement	10,388	-	-	-
Interest and fiscal charges	-	-	-	-
<b>Total expenditures</b>	<u>722,323</u>	<u>33,624</u>	<u>565,123</u>	<u>58,791</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>43,777</u>	<u>1,253,412</u>	<u>2,130,308</u>	<u>(27,255)</u>
<b>OTHER FINANCING SOURCES (USES):</b>				
Proceeds from sale of assets	-	-	-	6,125
Transfers in	-	-	-	-
Transfers out	(23,325)	(748,793)	(885,067)	-
<b>Total other financing sources (uses)</b>	<u>(23,325)</u>	<u>(748,793)</u>	<u>(885,067)</u>	<u>6,125</u>
<b>NET CHANGES IN FUND BALANCES</b>	20,452	504,619	1,245,241	(21,130)
<b>FUND BALANCES:</b>				
Beginning of year	559,222	2,896,402	2,163,609	773,009
End of year	<u>\$ 579,674</u>	<u>\$ 3,401,021</u>	<u>\$ 3,408,850</u>	<u>\$ 751,879</u>

(Continued)



**City of Gardena**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)**  
**Nonmajor Governmental Funds**  
**For the Year Ended June 30, 2022**

	Special Revenue Funds			
	Public Safety Grants	Public Works Grants	Human Services Grants	Community Development Block Grant (CDBG)
<b>REVENUES:</b>				
Taxes	\$ -	\$ 2,119,860	\$ -	\$ -
Intergovernmental	317,529	1,120,714	4,100,185	1,346,667
Charges for services	-	43,258	-	-
Fines, forfeitures, and penalties	27,148	-	-	-
Use of money and property	1,538	14,605	1,462	135
Miscellaneous	-	324	35,249	-
<b>Total revenues</b>	<b>346,215</b>	<b>3,298,761</b>	<b>4,136,896</b>	<b>1,346,802</b>
<b>EXPENDITURES:</b>				
Current:				
General government	99,443	-	-	-
Public safety	313,705	-	-	-
Public works	1,765	473,972	-	-
Recreation and human services	6,422	12,682	3,988,295	-
Community development	12,861	-	-	401,683
Capital outlay	-	60,985	-	-
Debt service:				
Principal retirement	-	26,825	4,346	-
Interest and fiscal charges	-	4,893	397	-
<b>Total expenditures</b>	<b>434,196</b>	<b>579,357</b>	<b>3,993,038</b>	<b>401,683</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(87,981)</b>	<b>2,719,404</b>	<b>143,858</b>	<b>945,119</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Proceeds from sale of assets	-	-	-	-
Transfers in	331,302	12,772	177,852	-
Transfers out	-	(3,017,261)	-	-
<b>Total other financing sources (uses)</b>	<b>331,302</b>	<b>(3,004,489)</b>	<b>177,852</b>	<b>-</b>
<b>NET CHANGES IN FUND BALANCES</b>	<b>243,321</b>	<b>(285,085)</b>	<b>321,710</b>	<b>945,119</b>
<b>FUND BALANCES:</b>				
Beginning of year	(415,424)	3,498,048	106,445	(869,101)
End of year	\$ (172,103)	\$ 3,212,963	\$ 428,155	\$ 76,018

(Continued)



**City of Gardena**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)**  
**Nonmajor Governmental Funds**  
**For the Year Ended June 30, 2022**

	Special Revenue Fund	Capital Projects Fund	Total Nonmajor Governmental Funds
	American Rescue Plan	City Capital Projects	
<b>REVENUES:</b>			
Taxes	\$ -	\$ -	\$ 4,160,327
Intergovernmental	3,552,584	-	13,152,438
Charges for services	-	-	43,258
Fines, forfeitures, and penalties	-	-	27,148
Use of money and property	-	-	42,617
Miscellaneous	-	-	35,573
<b>Total revenues</b>	<u>3,552,584</u>	<u>-</u>	<u>17,461,361</u>
<b>EXPENDITURES:</b>			
Current:			
General government	-	-	108,848
Public safety	-	-	372,496
Public works	-	-	1,777,014
Recreation and human services	-	-	4,007,399
Community development	-	-	414,544
Capital outlay	-	7,850,554	7,911,539
Debt service:			
Principal retirement	-	-	41,559
Interest and fiscal charges	-	-	5,290
<b>Total expenditures</b>	<u>-</u>	<u>7,850,554</u>	<u>14,638,689</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>3,552,584</u>	<u>(7,850,554)</u>	<u>2,822,672</u>
<b>OTHER FINANCING SOURCES (USES):</b>			
Proceeds from sale of assets	-	-	6,125
Transfers in	-	7,850,554	8,372,480
Transfers out	(3,552,584)	-	(8,227,030)
<b>Total other financing sources (uses)</b>	<u>(3,552,584)</u>	<u>7,850,554</u>	<u>151,575</u>
<b>NET CHANGES IN FUND BALANCES</b>	-	-	2,974,247
<b>FUND BALANCES:</b>			
Beginning of year	-	301,897	9,014,107
End of year	<u>\$ -</u>	<u>\$ 301,897</u>	<u>\$ 11,988,354</u>

(Concluded)



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Consolidated Lighting District Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Taxes	\$ 778,181	\$ 778,181	\$ 764,029	\$ (14,152)
Use of money and property	2,500	2,500	2,071	(429)
<b>Total revenues</b>	<u>780,681</u>	<u>780,681</u>	<u>766,100</u>	<u>(14,581)</u>
<b>EXPENDITURES:</b>				
Current:				
Public works	716,831	716,831	711,935	4,896
Debt service:				
Principal retirement	13,850	13,850	10,388	3,462
<b>Total expenditures</b>	<u>730,681</u>	<u>730,681</u>	<u>722,323</u>	<u>8,358</u>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	50,000	50,000	43,777	(6,223)
<b>OTHER FINANCING USES:</b>				
Transfers out	(50,000)	(25,000)	(23,325)	1,675
<b>Total other financing uses</b>	<u>(50,000)</u>	<u>(25,000)</u>	<u>(23,325)</u>	<u>1,675</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ 25,000</u>	20,452	<u>\$ (4,548)</u>
<b>FUND BALANCE:</b>				
Beginning of year			559,222	
End of year			<u>\$ 579,674</u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Prop C Local Return Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Taxes	\$ 1,020,743	\$ 1,020,743	\$ 1,276,438	\$ 255,695
Use of money and property	20,000	20,000	10,598	(9,402)
<b>Total revenues</b>	<u>1,040,743</u>	<u>1,040,743</u>	<u>1,287,036</u>	<u>246,293</u>
<b>EXPENDITURES:</b>				
Current:				
Public works	34,103	34,103	33,624	479
<b>Total expenditures</b>	<u>34,103</u>	<u>34,103</u>	<u>33,624</u>	<u>479</u>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<u>1,006,640</u>	<u>1,006,640</u>	<u>1,253,412</u>	<u>246,772</u>
<b>OTHER FINANCING USES:</b>				
Transfers out	(3,350,000)	(3,350,000)	(748,793)	2,601,207
<b>Total other financing uses</b>	<u>(3,350,000)</u>	<u>(3,350,000)</u>	<u>(748,793)</u>	<u>2,601,207</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ (2,343,360)</u>	<u>\$ (2,343,360)</u>	504,619	<u>\$ 2,847,979</u>
<b>FUND BALANCE:</b>				
Beginning of year			2,896,402	
End of year			<u>\$ 3,401,021</u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Gas Tax Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ 2,818,386	\$ 2,818,386	\$ 2,685,713	\$ (132,673)
Use of money and property	22,500	22,500	9,718	(12,782)
<b>Total revenues</b>	<u>2,840,886</u>	<u>2,840,886</u>	<u>2,695,431</u>	<u>(145,455)</u>
<b>EXPENDITURES:</b>				
Current:				
General government	14,468	14,468	9,405	5,063
Public works	281,503	281,503	555,718	(274,215)
<b>Total expenditures</b>	<u>295,971</u>	<u>295,971</u>	<u>565,123</u>	<u>(269,152)</u>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<u>2,544,915</u>	<u>2,544,915</u>	<u>2,130,308</u>	<u>(414,607)</u>
<b>OTHER FINANCING USES:</b>				
Transfers out	(3,992,047)	(4,042,047)	(885,067)	3,156,980
<b>Total other financing uses</b>	<u>(3,992,047)</u>	<u>(4,042,047)</u>	<u>(885,067)</u>	<u>3,156,980</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ (1,447,132)</u>	<u>\$ (1,497,132)</u>	1,245,241	<u>\$ 2,742,373</u>
<b>FUND BALANCE:</b>				
Beginning of year			2,163,609	
End of year			<u>\$ 3,408,850</u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Public Safety Grants Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ 447,181	\$ 447,181	\$ 317,529	\$ (129,652)
Fines, forfeitures, and penalties	75,000	75,000	27,148	(47,852)
Use of money and property	1,500	1,500	1,538	38
<b>Total revenues</b>	<u>523,681</u>	<u>523,681</u>	<u>346,215</u>	<u>(177,466)</u>
<b>EXPENDITURES:</b>				
Current:				
General government	-	-	99,443	(99,443)
Public safety	448,181	448,181	313,705	134,476
Public works	-	-	1,765	(1,765)
Recreation and human services	-	-	6,422	(6,422)
Community development	-	-	12,861	(12,861)
<b>Total expenditures</b>	<u>448,181</u>	<u>448,181</u>	<u>434,196</u>	<u>13,985</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>75,500</u>	<u>75,500</u>	<u>(87,981)</u>	<u>(163,481)</u>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	-	331,302	331,302
Transfers out	(75,500)	(75,500)	-	75,500
<b>Total other financing (sources) uses</b>	<u>(75,500)</u>	<u>(75,500)</u>	<u>331,302</u>	<u>406,802</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ -</u>	<u>243,321</u>	<u>\$ 243,321</u>
<b>FUND BALANCE:</b>				
Beginning of year			(415,424)	
End of year			<u>\$ (172,103)</u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Public Works Grants Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Taxes	\$ 1,683,087	\$ 1,683,087	\$ 2,119,860	\$ 436,773
Charges for services	-	-	43,258	43,258
Intergovernmental	6,182,760	6,182,760	1,120,714	(5,062,046)
Use of money and property	18,100	18,100	14,605	(3,495)
Miscellaneous	-	-	324	324
<b>Total revenues</b>	<u>7,883,947</u>	<u>7,883,947</u>	<u>3,298,761</u>	<u>(4,585,186)</u>
<b>EXPENDITURES:</b>				
Current:				
Public works	458,982	427,264	473,972	(46,708)
Recreation and human services	-	-	12,682	(12,682)
Capital outlay	77,000	77,000	60,985	16,015
Debt service:				
Principal retirement	-	26,825	26,825	-
Interest and fiscal charges	-	4,893	4,893	-
<b>Total expenditures</b>	<u>535,982</u>	<u>535,982</u>	<u>579,357</u>	<u>(43,375)</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>7,347,965</u>	<u>7,347,965</u>	<u>2,719,404</u>	<u>(4,628,561)</u>
<b>OTHER FINANCING USES:</b>				
Transfers in	-	-	12,772	12,772
Transfers out	<u>(9,726,260)</u>	<u>(9,676,260)</u>	<u>(3,017,261)</u>	<u>6,658,999</u>
<b>Total other financing uses</b>	<u>(9,726,260)</u>	<u>(9,676,260)</u>	<u>(3,004,489)</u>	<u>6,671,771</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ (2,378,295)</u>	<u>\$ (2,328,295)</u>	<u>(285,085)</u>	<u>\$ 2,043,210</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>3,498,048</u>	
End of year			<u>\$ 3,212,963</u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Human Services Grants Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ 3,307,187	\$ 3,790,015	\$ 4,100,185	\$ 310,170
Use of money and property	4,000	4,000	1,462	(2,538)
Miscellaneous	93,500	58,500	35,249	(23,251)
<b>Total revenues</b>	<u>3,404,687</u>	<u>3,852,515</u>	<u>4,136,896</u>	<u>284,381</u>
<b>EXPENDITURES:</b>				
Current:				
Recreation and human services	3,459,724	3,902,809	3,988,295	(85,486)
Debt service:				
Principal retirement	-	4,346	4,346	-
Interest and fiscal charges	-	397	397	-
<b>Total expenditures</b>	<u>3,459,724</u>	<u>3,907,552</u>	<u>3,993,038</u>	<u>(85,486)</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(55,037)</u>	<u>(55,037)</u>	<u>143,858</u>	<u>198,895</u>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	55,037	75,037	177,852	102,815
<b>Total other financing sources</b>	<u>55,037</u>	<u>75,037</u>	<u>177,852</u>	<u>102,815</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ 20,000</u>	<u>321,710</u>	<u>\$ 301,710</u>
<b>FUND BALANCE:</b>				
Beginning of year			106,445	
End of year			<u>\$ 428,155</u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Community Development Block Grant (CDBG) Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ 628,378	\$ 628,378	\$ 1,346,667	\$ 718,289
Use of money and property	-	-	135	135
<b>Total revenues</b>	<u>628,378</u>	<u>628,378</u>	<u>1,346,802</u>	<u>718,424</u>
<b>EXPENDITURES:</b>				
Current:				
Community development	<u>628,378</u>	<u>628,378</u>	<u>401,683</u>	<u>226,695</u>
<b>Total expenditures</b>	<u>628,378</u>	<u>628,378</u>	<u>401,683</u>	<u>226,695</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ -</u>	945,119	<u>\$ 945,119</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>(869,101)</u>	
End of year			<u>\$ 76,018</u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**American Rescue Plan Special Revenue Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Intergovernmental	\$ -	\$ 7,501,031	\$ 3,552,584	\$ (3,948,447)
<b>Total revenues</b>	<u>-</u>	<u>7,501,031</u>	<u>3,552,584</u>	<u>(3,948,447)</u>
<b>OTHER FINANCING USES:</b>				
Transfers out	-	(3,552,584)	(3,552,584)	-
<b>Total other financing uses</b>	<u>-</u>	<u>(3,552,584)</u>	<u>(3,552,584)</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ 3,948,447</u>	-	<u>\$ (3,948,447)</u>
<b>FUND BALANCE:</b>				
Beginning of year			-	
End of year			<u>\$ -</u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**City Capital Projects Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>EXPENDITURES:</b>				
Capital outlay	\$ 21,608,953	\$ 23,131,484	\$ 7,850,554	\$ 15,280,930
<b>Total expenditures</b>	<u>21,608,953</u>	<u>23,131,484</u>	<u>7,850,554</u>	<u>15,280,930</u>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	21,608,953	19,631,484	7,850,554	(11,780,930)
<b>Total other financing sources</b>	<u>21,608,953</u>	<u>19,631,484</u>	<u>7,850,554</u>	<u>(11,780,930)</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ 3,500,000</u>	-	<u>\$ 3,500,000</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>301,897</u>	
End of year			<u>\$ 301,897</u>	



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# CITY DEBT SERVICE FUNDS

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## **DEBT SERVICE FUNDS:**

To account for the accumulation of resources for, and the payment of, interest and principal on general long-term debt, including certificates of participation and refunding revenue bonds, and capital leases.

***2006 Refunding COPS, Series A Fund*** - To account for the accumulated funds for the payment of interest and principal for the certificates issued in 2006.

***2007 Refunding Revenue Bonds SBRPCA Fund*** - To account for the accumulated funds for the payment of interest and principal for the refunding bonds issued in 2007.

***2014 Taxable Lease Revenue Refunding Bonds Fund*** - To account for the accumulated funds for the payment of interest and principal for the refunding bonds issued in 2014.

***2017 Lease Financing Bonds Fund*** - To account for the accumulated funds for the payment of interest and principal for the refunding bonds issued in 2017.

***2020 Taxable Pension Obligation Bonds Fund*** - To account for the accumulated funds for the payment of interest and principal for the pension obligation bonds issued in 2020.

***2021 Lease Revenue Bonds Fund*** - To account for the accumulated funds for the payment of interest and principal for the lease revenue bonds issued in 2021.



**City of Gardena**  
**Combining Statement of Net Position**  
**All Debt Service Funds**  
**June 30, 2022**

	2006 Refunding COPs, Series A	2007 Refunding Revenue Bonds SBRPCA	2014 Taxable Lease Revenue Refunding Bonds	2017 Lease Financing Bonds
<b>ASSETS</b>				
Cash and investments with fiscal agents	\$ 1,775,363	\$ 213,672	\$ 5	\$ -
Prepaid items and deposits	-	1,148	1,102	285,848
<b>Total assets</b>	<u>\$ 1,775,363</u>	<u>\$ 214,820</u>	<u>\$ 1,107</u>	<u>\$ 285,848</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Due to other funds	\$ -	\$ 34,436	\$ 1,102	\$ 285,848
<b>Total liabilities</b>	<u>-</u>	<u>34,436</u>	<u>1,102</u>	<u>285,848</u>
<b>Fund Balances:</b>				
Nonspendable	-	1,148	1,102	-
Restricted	1,775,363	179,236	-	-
Unassigned	-	-	(1,097)	-
<b>Total fund balances</b>	<u>1,775,363</u>	<u>180,384</u>	<u>5</u>	<u>-</u>
<b>Total liabilities and fund balances</b>	<u>\$ 1,775,363</u>	<u>\$ 214,820</u>	<u>\$ 1,107</u>	<u>\$ 285,848</u>



**City of Gardena**  
**Combining Statement of Net Position (Continued)**  
**All Debt Service Funds**  
**June 30, 2022**

	2020 Taxable Pension Obligation Bonds	2021 Lease Obligation Bonds	Total
<b>ASSETS</b>			
Cash and investments with fiscal agents	\$ 24	\$ 11,447,465	\$ 13,436,529
Prepaid items and deposits	833	-	288,931
<b>Total assets</b>	<u>\$ 857</u>	<u>\$ 11,447,465</u>	<u>\$ 13,725,460</u>
<b>LIABILITIES AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Due to other funds	\$ -	\$ 50,864	\$ 372,250
<b>Total liabilities</b>	<u>-</u>	<u>50,864</u>	<u>372,250</u>
<b>Fund Balances:</b>			
Nonspendable	833	-	288,931
Restricted	24	11,396,601	13,065,376
Unassigned	<u>-</u>	<u>-</u>	<u>(1,097)</u>
<b>Total fund balances</b>	<u>857</u>	<u>11,396,601</u>	<u>13,353,210</u>
<b>Total liabilities and fund balances</b>	<u>\$ 857</u>	<u>\$ 11,447,465</u>	<u>\$ 13,725,460</u>



**City of Gardena**  
**Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances**  
**All Debt Service Funds**  
**For the Year Ended June 30, 2022**

	2006 Refunding COPs, Series A	2007 Refunding Revenue Bonds SBRPCA	2014 Taxable Lease Revenue Refunding Bonds	2017 Lease Financing Bonds
<b>REVENUES:</b>				
Use of money and property	\$ 23,946	\$ 61	\$ 1	\$ -
Miscellaneous	-	-	-	-
<b>Total revenues</b>	<u>23,946</u>	<u>61</u>	<u>1</u>	<u>-</u>
<b>EXPENDITURES:</b>				
Debt service:				
Principal retirement	585,000	115,000	65,000	280,000
Interest and fiscal charges	439,939	74,237	443,579	14,594
<b>Total expenditures</b>	<u>1,024,939</u>	<u>189,237</u>	<u>508,579</u>	<u>294,594</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(1,000,993)</u>	<u>(189,176)</u>	<u>(508,578)</u>	<u>(294,594)</u>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	1,022,594	151,983	507,477	294,594
Transfers out	-	-	-	-
Issuance of debt	-	-	-	-
<b>Total other financing sources</b>	<u>1,022,594</u>	<u>151,983</u>	<u>507,477</u>	<u>294,594</u>
<b>CHANGES IN FUND BALANCES</b>	21,601	(37,193)	(1,101)	-
<b>NET POSITION:</b>				
Beginning of the year	<u>1,753,762</u>	<u>217,577</u>	<u>1,106</u>	<u>-</u>
End of the year	<u>\$ 1,775,363</u>	<u>\$ 180,384</u>	<u>\$ 5</u>	<u>\$ -</u>



**City of Gardena**  
**Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances (Continued)**  
**All Debt Service Funds**  
**For the Year Ended June 30, 2022**

	2020 Taxable Pension Obligation Bonds	2021 Lease Revenue Bonds	Total
<b>REVENUES:</b>			
Use of money and property	\$ 2,723	\$ 4,363	\$ 31,094
Miscellaneous	4,653,993	-	4,653,993
<b>Total revenues</b>	4,656,716	4,363	4,685,087
<b>EXPENDITURES:</b>			
Debt service:			
Principal retirement	2,336,998	275,000	3,656,998
Interest and fiscal charges	2,321,361	573,827	3,867,537
<b>Total expenditures</b>	4,658,359	848,827	7,524,535
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	(1,643)	(844,464)	(2,839,448)
<b>OTHER FINANCING SOURCES (USES):</b>			
Transfers in	2,500	606,216	2,585,364
Transfers out	-	(3,617,687)	(3,617,687)
Issuance of debt	-	15,252,536	15,252,536
<b>Total other financing sources</b>	2,500	12,241,065	14,220,213
<b>CHANGES IN FUND BALANCES</b>	857	11,396,601	11,380,765
<b>NET POSITION:</b>			
Beginning of the year	-	-	1,972,445
End of the year	\$ 857	\$ 11,396,601	\$ 13,353,210



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**2006 Refunding COPs, Series A Debt Service Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 23,946	\$ 23,946
<b>Total revenues</b>	<u>-</u>	<u>-</u>	<u>23,946</u>	<u>23,946</u>
<b>EXPENDITURES:</b>				
Debt Service:				
Principal retirement	585,000	585,000	585,000	-
Interest and fiscal charges	439,939	439,939	439,939	-
<b>Total expenditures</b>	<u>1,024,939</u>	<u>1,024,939</u>	<u>1,024,939</u>	<u>-</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(1,024,939)</u>	<u>(1,024,939)</u>	<u>(1,000,993)</u>	<u>23,946</u>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	1,024,939	1,024,939	1,022,594	(2,345)
<b>Total other financing sources</b>	<u>1,024,939</u>	<u>1,024,939</u>	<u>1,022,594</u>	<u>(2,345)</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ -</u>	21,601	<u>\$ 21,601</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>1,753,762</u>	
End of year			<u>\$ 1,775,363</u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**2007 Refunding Revenue Bonds SBRPCA Debt Service Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 61	\$ 61
<b>Total revenues</b>	<u>-</u>	<u>-</u>	<u>61</u>	<u>61</u>
<b>EXPENDITURES:</b>				
Debt Service:				
Principal retirement	115,000	115,000	115,000	-
Interest and fiscal charges	<u>74,325</u>	<u>74,325</u>	<u>74,237</u>	<u>88</u>
<b>Total expenditures</b>	<u>189,325</u>	<u>189,325</u>	<u>189,237</u>	<u>88</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(189,325)</u>	<u>(189,325)</u>	<u>(189,176)</u>	<u>149</u>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	<u>189,325</u>	<u>189,325</u>	<u>151,983</u>	<u>(37,342)</u>
<b>Total other financing sources</b>	<u>189,325</u>	<u>189,325</u>	<u>151,983</u>	<u>(37,342)</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ -</u>	<u>(37,193)</u>	<u>\$ (37,193)</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>217,577</u>	
End of year			<u>\$ 180,384</u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**2014 Taxable Lease Revenue Refunding Bonds Debt Service Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 1	\$ 1
<b>Total revenues</b>	<u>-</u>	<u>-</u>	<u>1</u>	<u>1</u>
<b>EXPENDITURES:</b>				
Debt Service:				
Principal retirement	65,000	65,000	65,000	-
Interest and fiscal charges	443,579	443,579	443,579	-
<b>Total expenditures</b>	<u>508,579</u>	<u>508,579</u>	<u>508,579</u>	<u>-</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(508,579)</u>	<u>(508,579)</u>	<u>(508,578)</u>	<u>1</u>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	508,579	508,579	507,477	(1,102)
<b>Total other financing sources</b>	<u>508,579</u>	<u>508,579</u>	<u>507,477</u>	<u>(1,102)</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ -</u>	(1,101)	<u>\$ (1,101)</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>1,106</u>	
End of year			<u>\$ 5</u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**2017 Lease Financing Bonds - Debt Service Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>EXPENDITURES:</b>				
Debt Service:				
Principal retirement	\$ 280,000	\$ 280,000	\$ 280,000	\$ -
Interest and fiscal charges	14,594	14,594	14,594	-
<b>Total expenditures</b>	<u>294,594</u>	<u>294,594</u>	<u>294,594</u>	<u>-</u>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	294,594	294,594	294,594	-
<b>Total other financing sources</b>	<u>294,594</u>	<u>294,594</u>	<u>294,594</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u>-</u>	<u><u>\$ -</u></u>
<b>FUND BALANCE:</b>				
Beginning of year			-	
End of year			<u><u>\$ -</u></u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**2020 Taxable Pension Obligation Bonds Debt Service Fund**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Use of money and property	\$ 3,635	\$ 3,635	\$ 2,723	\$ (912)
Intra governmental reimbursements	4,671,983	4,671,983	4,653,993	(17,990)
<b>Total revenues</b>	<u>4,675,618</u>	<u>4,675,618</u>	<u>4,656,716</u>	<u>(18,902)</u>
<b>EXPENDITURES:</b>				
Debt Service:				
Principal retirement	2,354,807	2,354,257	2,336,998	17,259
Interest and fiscal charges	2,320,811	2,321,361	2,321,361	-
<b>Total expenditures</b>	<u>4,675,618</u>	<u>4,675,618</u>	<u>4,658,359</u>	<u>17,259</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>-</u>	<u>-</u>	<u>(1,643)</u>	<u>(1,643)</u>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	-	-	2,500	2,500
<b>Total other financing sources</b>	<u>-</u>	<u>-</u>	<u>2,500</u>	<u>2,500</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ -</u>	857	<u>\$ 857</u>
<b>FUND BALANCE:</b>				
Beginning of year			-	
End of year			<u>\$ 857</u>	



**City of Gardena**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**2021 Lease Revenue Bonds**  
**For the Year Ended June 30, 2022**

	Original Budget	Final Budget	Actual	Variance with Final Budget
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 4,363	\$ 4,363
<b>Total revenues</b>	<u>-</u>	<u>-</u>	<u>4,363</u>	<u>4,363</u>
<b>EXPENDITURES:</b>				
Debt Service:				
Principal retirement	-	275,000	275,000	-
Interest and fiscal charges	-	331,216	573,827	(242,611)
<b>Total expenditures</b>	<u>-</u>	<u>606,216</u>	<u>848,827</u>	<u>(242,611)</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>-</u>	<u>(606,216)</u>	<u>(844,464)</u>	<u>(238,248)</u>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	-	606,216	606,216	-
Transfers out	-	(1,227,625)	(3,617,687)	(2,390,062)
Issuance of debt	-	-	15,252,536	15,252,536
<b>Total other financing sources</b>	<u>-</u>	<u>(621,409)</u>	<u>12,241,065</u>	<u>12,862,474</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ -</u>	<u>\$ (1,227,625)</u>	<u>11,396,601</u>	<u>\$ 12,624,226</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>-</u>	
End of year			<u>\$ 11,396,601</u>	



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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# INTERNAL SERVICE FUNDS

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The Internal Service Fund accounts for financing of goods and services provided by one department to other departments of the City on a cost-reimbursement basis.

**Internal Service Funds include:**

***Liability Insurance Fund*** - To finance and account for the City's general liability claims program.

***Workers' Compensation Fund*** - To finance and account for the workers' compensation claims program.

***Health Benefit Fund*** - To finance and account for the health benefit claims program.



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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**City of Gardena**  
**Combining Statement of Net Position**  
**Internal Service Funds**  
**June 30, 2022**

	Liability Insurance	Workers' Compensation	Health Benefit	Total
<b>ASSETS</b>				
<b>Current Assets:</b>				
Cash and investments	\$ 2,731,211	\$ 2,422,587	\$ 5,031,439	\$ 10,185,237
Accounts receivables	5,735	200,000	-	205,735
Prepaid items and deposits	310	2,146	-	2,456
<b>Total current assets</b>	<u>2,737,256</u>	<u>2,624,733</u>	<u>5,031,439</u>	<u>10,393,428</u>
<b>Total assets</b>	<u>2,737,256</u>	<u>2,624,733</u>	<u>5,031,439</u>	<u>10,393,428</u>
<b>LIABILITIES</b>				
<b>Current liabilities:</b>				
Accounts payable	245,927	6,861	-	252,788
Accrued liabilities	501,452	14,847	128,114	644,413
Claims payable - due within one year	821,695	10,991,715	663,854	12,477,264
<b>Total current liabilities</b>	<u>1,569,074</u>	<u>11,013,423</u>	<u>791,968</u>	<u>13,374,465</u>
<b>Noncurrent liabilities:</b>				
Claims payable - due in more than one year	2,128,018	2,198,343	-	4,326,361
<b>Total noncurrent liabilities</b>	<u>2,128,018</u>	<u>2,198,343</u>	<u>-</u>	<u>4,326,361</u>
<b>Total liabilities</b>	<u>3,697,092</u>	<u>13,211,766</u>	<u>791,968</u>	<u>17,700,826</u>
<b>NET POSITION</b>				
Unrestricted (deficit)	(959,836)	(10,587,033)	4,239,471	(7,307,398)
<b>Total net position</b>	<u>\$ (959,836)</u>	<u>\$ (10,587,033)</u>	<u>\$ 4,239,471</u>	<u>\$ (7,307,398)</u>



**City of Gardena**  
**Combining Statement of Revenues, Expenses, and Changes in Net Position**  
**Internal Service Funds**  
**For the Year Ended June 30, 2022**

	Liability Insurance	Workers' Compensation	Health Benefit	Total
<b>OPERATING REVENUES:</b>				
Charges for services	\$ 1,050,303	\$ 1,000,769	\$ 8,861,950	\$ 10,913,022
Other	12,020	345,990	545,749	903,759
<b>Total operating revenues</b>	<u>1,062,323</u>	<u>1,346,759</u>	<u>9,407,699</u>	<u>11,816,781</u>
<b>OPERATING EXPENSES:</b>				
Insurance claims	5,178,113	6,260,687	2,672,921	14,111,721
General and administrative	768,610	465,943	4,795,081	6,029,634
Other operating expenses	34,313	34,701	104,162	173,176
<b>Total operating expenses</b>	<u>5,981,036</u>	<u>6,761,331</u>	<u>7,572,164</u>	<u>20,314,531</u>
<b>OPERATING INCOME (LOSS)</b>	<u>(4,918,713)</u>	<u>(5,414,572)</u>	<u>1,835,535</u>	<u>(8,497,750)</u>
<b>NONOPERATING REVENUES:</b>				
Interest income	141	3,183	23,188	26,512
<b>Total nonoperating revenues</b>	<u>141</u>	<u>3,183</u>	<u>23,188</u>	<u>26,512</u>
<b>INCOME (LOSS) BEFORE TRANSFERS</b>	<u>(4,918,572)</u>	<u>(5,411,389)</u>	<u>1,858,723</u>	<u>(8,471,238)</u>
<b>TRANSFERS:</b>				
Transfers in	4,504,982	2,100,000	-	6,604,982
Transfers out	-	-	(1,604,982)	(1,604,982)
<b>Total transfers</b>	<u>4,504,982</u>	<u>2,100,000</u>	<u>(1,604,982)</u>	<u>5,000,000</u>
<b>CHANGES IN NET POSITION</b>	<u>(413,590)</u>	<u>(3,311,389)</u>	<u>253,741</u>	<u>(3,471,238)</u>
<b>NET POSITION:</b>				
Beginning of year	<u>(546,246)</u>	<u>(7,275,644)</u>	<u>3,985,730</u>	<u>(3,836,160)</u>
End of year	<u>\$ (959,836)</u>	<u>\$ (10,587,033)</u>	<u>\$ 4,239,471</u>	<u>\$ (7,307,398)</u>



**City of Gardena**  
**Combining Statement of Cash Flows**  
**Internal Service Funds**  
**For the Year Ended June 30, 2022**

	Liability Insurance	Workers' Compensation	Health Benefit	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Receipts from users	\$ 1,049,723	\$ 800,769	\$ 8,863,432	\$ 10,713,924
Receipts from claims recoveries	12,020	345,990	545,749	903,759
Payments for insurance claims	(3,481,300)	(1,736,215)	(2,695,055)	(7,912,570)
Payments to suppliers	(512,160)	(493,151)	(4,412,933)	(5,418,244)
<b>Net cash provided by (used in) operating activities</b>	<b>(2,931,717)</b>	<b>(1,082,607)</b>	<b>2,301,193</b>	<b>(1,713,131)</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
Transfers from other funds	4,504,982	2,100,000	-	6,604,982
Transfers to other funds	-	-	(1,604,982)	(1,604,982)
<b>Net cash provided by (used in) noncapital financing activities</b>	<b>4,504,982</b>	<b>2,100,000</b>	<b>(1,604,982)</b>	<b>5,000,000</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>				
Interest received	141	3,183	23,188	26,512
<b>Net cash provided by investing activities</b>	<b>141</b>	<b>3,183</b>	<b>23,188</b>	<b>26,512</b>
<b>Net change in cash and cash equivalents</b>	<b>1,573,406</b>	<b>1,020,576</b>	<b>719,399</b>	<b>3,313,381</b>
<b>CASH AND CASH EQUIVALENTS:</b>				
Beginning of year	1,157,805	1,402,011	4,312,040	6,871,856
End of year	<u>\$ 2,731,211</u>	<u>\$ 2,422,587</u>	<u>\$ 5,031,439</u>	<u>\$ 10,185,237</u>
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:</b>				
Operating income (loss)	\$ (4,918,713)	\$ (5,414,572)	\$ 1,835,535	\$ (8,497,750)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:				
(Increase)decrease in accounts receivable	(580)	(200,000)	1,482	(199,098)
(Increase)decrease in prepaid items and deposits	-	-	376,540	376,540
Increase (decrease) in accounts payable	12,819	6,861	(1,824)	17,856
Increase (decrease) in accrued liabilities	277,944	632	127,289	405,865
Increase (decrease) in deposits payable	-	-	(15,695)	(15,695)
Increase (decrease) in claims payable	1,696,813	4,524,472	(22,134)	6,199,151
Total adjustment	1,986,996	4,331,965	465,658	6,784,619
<b>Net cash provided by (used in) operating activities</b>	<b>\$ (2,931,717)</b>	<b>\$ (1,082,607)</b>	<b>\$ 2,301,193</b>	<b>\$ (1,713,131)</b>



## City of Gardena

*Annual Comprehensive Financial Report  
For the Year Ended June 30, 2022*



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# STATISTICAL SECTION

**Fiscal Year 2021-22**





## STATISTICAL SECTION

Fiscal Year 2021-22



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# CITY OF GARDENA STATISTICAL SECTION

Fiscal Year 2021-22



This part of the City of Gardena's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information say about the government's overall financial health.

CONTENTS	Page
<b>Financial Trends</b> - These tables contain trend information that may assist the reader in the City's current financial performance by placing it in historical perspective.	
- Net Position by Component	158
- Changes in Net Position	160
- Fund Balances of Governmental Funds	164
- Changes in Fund Balances - Governmental Funds	166
<b>Revenue Capacity</b> - These tables contain information that may help in assessing the viability of the City's most significant revenue sources, the property and sales taxes.	
- Governmental Revenues by Sources	168
- General Governmental Expenditures by Function	170
- Assessed Valuation and Actual Value of Taxable Property	172
- Assessed Value of Property by User Code	174
- Assessed Value and Estimated Value of Taxable Property	176
- Construction and Bank Deposits	178
- Property Tax Rates - All Overlapping Governments	180
- Direct and Overlapping Property Tax Rates	182
- Ten Largest Property Taxpayers	184
- Top 25 Sales Tax Producers	185
- Property Tax Levies, Tax Collections, and Delinquency	186
- Card Club Gross Revenue Fee	187
- Utility Users Tax Received	188
- Taxable Sales by Category	189
<b>Debt Capacity</b> - These tables present information that may assist the reader in analyzing the affordability of the City's current levels of outstanding debt and the City's ability to issue debt in the future.	
- Ratio of Outstanding Debt by Type	190
- Pledged - Revenue Coverage	193
- Ratio of General Bonded Debt Outstanding	194
- Direct and Overlapping Bonded Debt	195
- Legal Debt Margin Information	196
- Debt Service Payment Schedule	198
<b>Demographic and Economic Information</b> - These tables offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	
- Demographic and Economic Statistics	201
- Ten Principal Employers	202
- Unemployment Rates	203
<b>Operating Information</b> - These tables contain service and infrastructure indicators that can inform one's understanding how the information in the City's financial statements relate to the services the City provides and the activities it performs.	
- Full-Time and Part-Time City Employees by Function	204
- Employee Union Representation	205
- Operating Indicators	206
- Capital Asset Statistics by Function	207



**City of Gardena**  
**Net Position by Component<sup>(1)</sup>**  
**Last Ten Fiscal Years Ended June 30, 2022**  
**(accrual basis of accounting)**

	Fiscal Year				
	2021-22	2020-21	2019-20	2018-19	2017-18 <sup>(2)</sup>
Governmental Activities					
Net Investment in Capital Assets	\$40,126,502	\$28,550,313	\$30,055,713	\$47,404,733	\$27,748,135
Restricted for:					
Debt Service	1,617,913	1,681,507	1,708,162	1,669,313	1,916,945
Employment and Training Services	-	-	-	-	5,287
Law Enforcement	1,459,666	1,593,265	1,080,052	1,344,114	921,976
Local Street Improvements	10,385,580	9,329,940	7,956,523	7,130,678	6,060,770
Economic Development	6,914,470	5,783,794	4,393,701	5,306,507	6,006,024
Capital Projects	273,887	273,887	273,887	295,912	571,089
Other Purposes	1,014,200	662,807	689,290	657,424	633,275
Specific Projects and Programs	-	-	-	-	-
Total Restricted:	21,665,716	19,325,200	16,101,615	16,403,948	16,115,366
Unrestricted <sup>(2)</sup>	(95,499,040)	(114,185,399)	(126,640,099)	(131,787,090)	(107,886,487)
Total governmental activities net position	(\$33,706,822)	(\$66,309,886)	(\$80,482,771)	(\$67,978,409)	(\$64,022,986)
Business-type Activities					
Net Investment in Capital Assets	\$59,701,427	\$60,014,796	\$50,474,813	\$53,054,448	\$56,261,253
Unrestricted <sup>(2)</sup>	(33,216,568)	(34,052,901)	(32,350,671)	(29,646,082)	(27,969,730)
Total business-type activities net position	\$26,484,859	\$25,961,895	\$18,124,142	\$23,408,366	\$28,291,523
Primary Government					
Net Investment in Capital Assets	\$99,827,929	\$88,565,109	\$80,530,526	\$100,459,181	\$84,009,388
Restricted	21,665,716	19,325,200	16,101,615	16,403,948	16,115,366
Unrestricted <sup>(2)</sup>	(128,715,608)	(148,238,300)	(158,990,770)	(161,433,172)	(135,817,893)
Total Primary Government Net Position:	(\$7,221,963)	(\$40,347,991)	(\$62,358,629)	(\$44,570,043)	(\$35,693,139)

**NOTE:** <sup>(1)</sup> Accounting standards require that net position be reported in three components in the financial statements: net investment in capital assets, restricted, and unrestricted. Net position are considered restricted only when (1) an external party, such as the State of California or the federal government, places a restriction on how the revenues may be used, or (2) enabling legislation is enacted by the City.

<sup>(2)</sup> 2017 balances were restated due to implementation of GASB 75



**City of Gardena**  
**Net Position by Component (Continued) <sup>(1)</sup>**  
**Last Ten Fiscal Years Ended June 30, 2022**  
**(accrual basis of accounting)**

	Fiscal Year				
	2016-17	2015-16	2014-15	2013-14	2012-13
Governmental Activities					
Net Investment in Capital Assets	\$28,138,906	\$27,897,717	\$26,430,711	\$21,675,303	\$22,478,931
Restricted for:					
Debt Service	1,924,432	2,679,363	2,965,697	3,471,506	3,458,249
Employment and Training Services	43,611	164,116	300,190	397,593	537,583
Law Enforcement	914,062	1,251,314	1,701,810	2,186,672	2,203,648
Local Street Improvements	6,205,701	7,072,378	7,930,518	7,049,906	6,020,275
Local Street Improvements	1,986,202	2,394,395	2,292,714	-	-
Economic Development	295,912	301,546	-	-	2,679,485
Other Purposes	651,830	289,859	447,605	478,453	389,852
Specific Projects and Programs	-	-	-	-	-
Total Restricted:	12,021,750	14,152,971	15,638,534	13,584,130	15,289,092
Unrestricted	(99,400,392)	(60,913,888)	(67,531,463)	(64,355,607)	(3,568,866)
Total governmental activities net position	(\$59,239,736)	(\$18,863,200)	(\$25,462,218)	(\$29,096,174)	\$34,199,157
Business-type Activities					
Net Investment in Capital Assets	\$60,150,166	\$62,151,750	\$67,684,810	\$70,809,060	\$75,906,094
Unrestricted	(27,390,162)	(21,068,543)	(18,107,410)	(15,654,544)	(1,617,195)
Total business-type activities net position	\$32,760,004	\$41,083,207	\$49,577,400	\$55,154,516	\$74,288,899
Primary Government					
Net Investment in Capital Assets	\$88,289,072	\$90,049,467	\$94,115,521	\$92,484,363	\$98,385,025
Restricted	12,021,750	14,152,971	15,638,534	13,584,130	15,289,092
Unrestricted	(126,790,554)	(81,982,431)	(85,638,873)	(79,990,151)	(5,186,061)
Total Primary Government Net Position:	(\$26,479,732)	\$22,220,007	\$24,115,182	\$26,078,342	\$108,488,056

**NOTE: <sup>(1)</sup>** Accounting standards require that net position be reported in three components in the financial statements: net investment in capital assets, restricted, and unrestricted. Net position are considered restricted only when (1) an external party, such as the State of California or the federal government, places a restriction on how the revenues may be used, or (2) enabling legislation is enacted by the City.



**City of Gardena**  
**Changes in Net Position**  
**Last Ten Fiscal Years Ended June 30, 2022**  
**(accrual basis of accounting)**

	Fiscal Year				
	2021-22	2020-21	2019-20	2018-19	2017-18
<b>Expenses</b>					
Governmental Activities					
General Government	\$ 7,771,663	\$ 7,807,099	\$ 7,383,173	\$ 8,609,254	\$ 6,177,468
Public Safety	27,964,662	47,363,640	47,760,821	43,617,238	41,420,762
Public Works	11,239,762	8,516,393	10,958,845	11,717,321	7,120,106
Recreation and Human Services	7,566,226	6,766,739	6,600,989	6,395,004	9,742,993
Community Development	5,946,949	2,986,934	2,692,644	2,662,554	2,938,656
Interest and fiscal charges	3,888,463	2,532,013	1,156,041	1,191,118	1,241,054
Total governmental activities expenses:	64,377,725	75,972,818	76,552,513	74,192,489	68,641,039
Business-type Activities					
GTrans	27,966,497	29,535,221	31,024,629	28,646,739	27,804,739
Sewer	1,423,680	1,190,734	1,651,788	1,512,189	1,432,695
Total business-type activities expenses:	29,390,177	30,725,955	32,676,417	30,158,928	29,237,434
Total primary government expenses:	93,767,902	106,698,773	109,228,930	104,351,417	97,878,473
<b>Program Revenues</b>					
Governmental Activities					
Charges for services:					
General Government	8,769,328	5,333,187	4,072,004	4,107,289	3,864,795
Public Safety	1,236,057	1,240,360	1,338,121	1,862,764	1,312,945
Public Works	534,045	378,834	351,732	351,463	418,667
Recreation and Human Services	3,647,094	2,750,536	3,801,562	2,962,339	2,685,240
Community Development	3,139,836	2,499,553	2,246,297	1,687,652	1,724,501
Interest and fiscal charges	-	-	-	-	-
Operating Grants and Contributions	4,081,043	14,663,306	3,351,864	3,142,207	3,719,048
Capital Grants and Contributions	2,511,878	3,017,989	1,621,611	2,037,030	2,002,799
Total governmental activities program revenues:	23,919,281	29,883,765	16,783,191	16,150,744	15,727,995
Business-type Activities					
Charges for services:					
GTrans	1,643,970	135,875	1,766,952	2,382,758	2,459,105
Sewer	2,610,910	2,685,365	2,323,753	2,016,346	1,790,296
Operating Grants and Contributions	22,018,364	20,725,314	21,277,188	20,612,788	19,855,368
Capital Grants and Contributions	3,915,704	14,856,026	1,962,998	1,086,741	576,031
Total business-type activities program revenues:	30,188,948	38,402,580	27,330,891	26,098,633	24,680,800
Total primary government revenues:	\$ 54,108,229	\$ 68,286,345	\$ 44,114,082	\$ 42,249,377	\$ 40,408,795



**City of Gardena**  
**Changes in Net Position (Continued)**  
**Last Ten Fiscal Years Ended June 30, 2022**  
**(accrual basis of accounting)**

	Fiscal Year				
	2016-17	2015-16	2014-15	2013-14	2012-13
<b>Expenses</b>					
Governmental Activities					
General Government	\$ 5,848,247	\$ 5,730,664	\$ 6,239,825	\$ 11,808,280	\$ 11,534,998
Public Safety	38,700,824	36,304,203	35,912,110	32,551,301	31,266,838
Public Works	6,956,766	8,545,467	9,846,657	10,300,134	8,904,024
Recreation and Human Services	9,154,921	6,777,838	6,677,536	6,147,992	6,424,691
Community Development	2,796,216	2,538,835	2,675,341	7,470,002	2,153,815
Interest and fiscal charges	1,382,078	1,365,398	1,805,649	1,466,193	1,564,640
Total governmental activities expenses:	64,839,052	61,262,405	63,157,118	69,743,902	61,849,006
Business-type Activities					
GTrans	28,195,640	26,410,211	26,643,082	23,188,943	23,375,194
Sewer	1,760,303	1,046,864	1,021,131	849,779	862,965
Total business-type activities expenses:	29,955,943	27,457,075	27,664,213	24,038,722	24,238,159
Total primary government expenses:	94,794,995	88,719,480	90,821,331	93,782,624	86,087,165
<b>Program Revenues</b>					
Governmental Activities					
Charges for services:					
General Government	3,504,735	3,298,306	3,022,929	3,013,410	3,012,767
Public Safety	1,422,001	1,174,116	1,337,761	1,404,006	1,405,062
Public Works	615,289	513,495	340,541	384,600	291,644
Recreation and Human Services	2,979,625	2,315,212	2,238,445	2,092,788	1,998,540
Community Development	1,771,754	2,187,082	1,432,560	2,922,090	851,981
Interest and fiscal charges	-	-	-	-	-
Operating Grants and Contributions	2,048,938	2,067,123	2,963,405	7,092,380	5,084,561
Capital Grants and Contributions	1,268,576	1,918,489	7,167,801	3,531,787	1,602,081
Total governmental activities program revenues:	13,610,918	13,473,823	18,503,442	20,441,061	14,246,636
Business-type Activities					
Charges for services:					
GTrans	2,482,516	2,685,573	3,346,233	3,434,257	3,410,708
Sewer	954,552	673,199	727,054	922,304	732,421
Operating Grants and Contributions	17,462,145	16,905,476	17,353,740	15,518,103	16,005,906
Capital Grants and Contributions	3,120,351	1,850,968	832,350	1,470,222	740,916
Total business-type activities program revenues:	24,019,564	22,115,216	22,259,377	21,344,886	20,889,951
Total primary government revenues:	\$ 37,630,482	\$ 35,589,039	\$ 40,762,819	\$ 41,785,947	\$ 35,136,587



**City of Gardena**  
**Changes in Net Position (Continued)**  
**Last Ten Fiscal Years Ended June 30, 2022**  
**(accrual basis of accounting)**

	Fiscal Year				
	2021-22	2020-21	2019-20	2018-19	2017-18
<b>Net (expense)/revenue: <sup>(1)</sup></b>					
Governmental activities	\$ (40,458,444)	\$ (46,089,053)	\$ (59,769,322)	\$ (58,041,745)	\$ (52,913,044)
Business-type activities	798,771	7,676,625	(5,345,526)	(4,060,295)	(4,556,634)
Total net revenues (expenses):	<u>(39,659,673)</u>	<u>(38,412,428)</u>	<u>(65,114,848)</u>	<u>(62,102,040)</u>	<u>(57,469,678)</u>
<b>General Revenue and Other Changes in Net Position</b>					
Governmental activities					
Taxes:					
Property taxes	9,186,838	8,799,364	8,205,539	7,735,545	7,150,957
Sales tax	27,908,699	23,760,125	12,440,147	13,466,178	11,006,901
Business license	2,647,094	2,508,287	2,438,304	2,843,375	2,727,532
Utility user taxes	5,481,395	4,970,799	4,801,229	4,955,645	5,088,450
Franchise taxes	3,075,659	2,809,101	2,816,277	2,777,572	2,609,219
Card club taxes	10,544,947	3,999,147	4,874,457	8,101,583	8,071,001
Other taxes	4,626,009	3,764,716	3,920,393	4,354,725	3,985,315
Vehicle license - unrestricted	7,485,678	7,203,563	6,788,130	6,378,321	5,994,920
Investment income (loss)	(1,520,476)	(57,164)	1,036,057	1,061,732	158,902
Miscellaneous	3,281,484	2,730,183	690,353	1,384,272	1,134,729
Gain on sale of assets	-	(190,979)	(863,795)	10,622	201,560
Transfers	344,181	(35,204)	117,869	978,428	38,632
Total governmental activities	<u>73,061,508</u>	<u>60,261,938</u>	<u>47,264,960</u>	<u>54,047,998</u>	<u>48,168,118</u>
Business-type activities					
Investment income	68,374	125,924	162,760	155,566	124,243
Miscellaneous	-	-	-	-	2,542
Gain (loss) on sale of assets	-	-	16,411	-	-
Transfers	(344,181)	35,204	(117,869)	(978,428)	(38,632)
Total business-type activities:	<u>(275,807)</u>	<u>161,128</u>	<u>61,302</u>	<u>(822,862)</u>	<u>88,153</u>
Total primary government:	<u>72,785,701</u>	<u>60,423,066</u>	<u>47,326,262</u>	<u>53,225,136</u>	<u>48,256,271</u>
<b>Change in Net Position</b>					
Governmental activities	32,603,064	14,172,885	(12,504,362)	(3,993,747)	(4,744,926)
Business-type activities	<u>522,964</u>	<u>7,837,753</u>	<u>(5,284,224)</u>	<u>(4,883,157)</u>	<u>(4,468,481)</u>
Total primary government:	<u>\$ 33,126,028</u>	<u>\$ 22,010,638</u>	<u>\$ (17,788,586)</u>	<u>\$ (8,876,904)</u>	<u>\$ (9,213,407)</u>

- <sup>(1)</sup> Net (expense)/revenue is the difference between the expenses and program revenues of a function or program. It indicates the degree to which a function or program is supported with its own fees and program specific grants versus its reliance upon funding from taxes and other general revenues.
- A number in parentheses are net expenses, indicating that expenses were greater than program revenues and therefore, general revenues were needed to finance that function or program.
  - Numbers without parentheses are net revenues, meaning that program revenues were more than sufficient to cover expenses.



**City of Gardena**  
**Changes in Net Position (Continued)**  
**Last Ten Fiscal Years Ended June 30, 2022**  
**(accrual basis of accounting)**

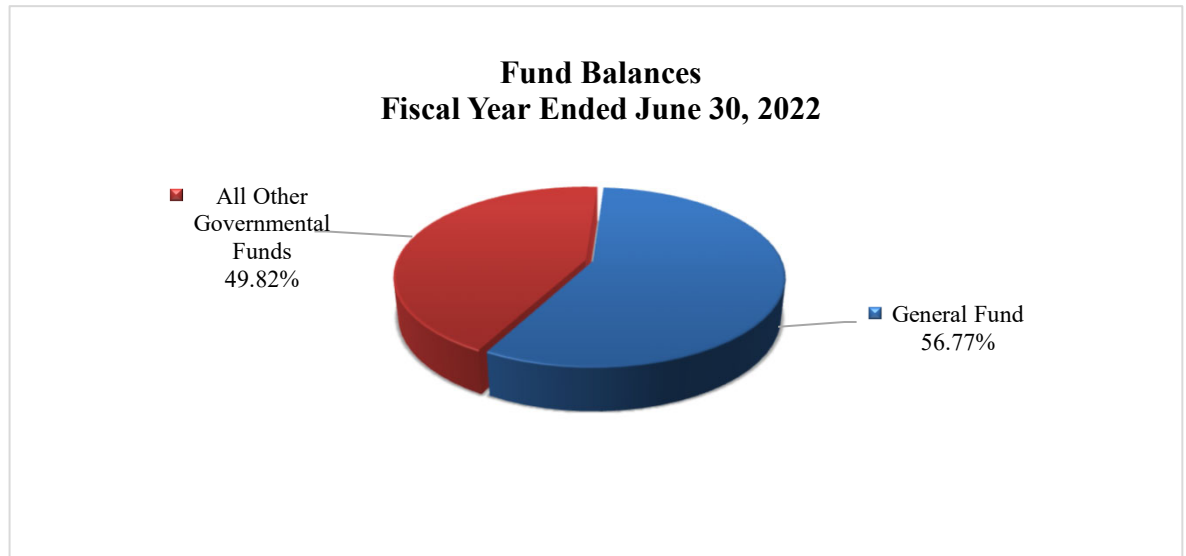
	Fiscal Year				
	2016-17	2015-16	2014-15	2013-14	2012-13
<b>Net (expense)/revenue: <sup>(1)</sup></b>					
Governmental activities	\$ (51,228,234)	\$ (47,788,582)	\$ (44,653,676)	\$ (49,302,841)	\$ (47,602,370)
Business-type activities	(5,936,379)	(5,341,859)	(5,404,836)	(2,693,836)	(3,348,208)
Total net revenues (expenses):	<u>(57,164,613)</u>	<u>(53,130,441)</u>	<u>(50,058,512)</u>	<u>(51,996,677)</u>	<u>(50,950,578)</u>
<b>General Revenue and Other Changes in Net Position</b>					
Governmental activities					
Taxes:					
Property taxes	7,130,426	6,729,849	6,402,520	6,192,249	5,924,450
Sales tax	11,204,697	11,227,326	9,965,476	9,472,341	9,093,802
Business license	2,606,279	2,536,438	2,547,148	2,218,097	2,224,694
Utility user taxes	5,147,736	5,212,410	5,335,375	5,383,285	5,224,829
Franchise taxes	2,440,108	2,534,820	2,417,342	2,351,576	2,311,421
Card club taxes	8,975,991	9,057,202	9,517,550	9,467,078	8,394,406
Other taxes	3,855,705	3,479,372	3,136,222	2,965,176	2,773,929
Vehicle license - unrestricted	5,677,909	5,445,385	5,166,984	4,958,745	4,792,063
Investment income (loss)	129,187	499,279	248,773	270,187	163,025
Miscellaneous	2,261,772	2,566,919	3,329,396	2,643,424	2,419,479
Gain on sale of assets	883,201	1,877,151	-	-	-
Transfers	9,898	3,221,449	200,846	408,925	1,397,691
Total governmental activities	<u>50,322,909</u>	<u>54,387,600</u>	<u>48,267,632</u>	<u>46,331,083</u>	<u>44,719,789</u>
Business-type activities					
Investment income	77,618	55,492	24,196	11,333	33,606
Miscellaneous	18,512	13,623	4,370	2,733	(45,366)
Gain (loss) on sale of assets	-	-	-	(2,600,806)	-
Transfers	(9,898)	(3,221,449)	(200,846)	(408,925)	(1,397,691)
Total business-type activities:	<u>86,232</u>	<u>(3,152,334)</u>	<u>(172,280)</u>	<u>(2,995,665)</u>	<u>(1,409,451)</u>
Total primary government:	<u>50,409,141</u>	<u>51,235,266</u>	<u>48,095,352</u>	<u>43,335,418</u>	<u>43,310,338</u>
<b>Change in Net Position</b>					
Governmental activities	(905,325)	6,599,018	3,613,956	(2,971,758)	(2,882,581)
Business-type activities	(5,850,147)	(8,494,193)	(5,577,116)	(5,689,501)	(4,757,659)
Total primary government:	<u>\$ (6,755,472)</u>	<u>\$ (1,895,175)</u>	<u>\$ (1,963,160)</u>	<u>\$ (8,661,259)</u>	<u>\$ (7,640,240)</u>

- <sup>(1)</sup> Net (expense)/revenue is the difference between the expenses and program revenues of a function or program. It indicates the degree to which a function or program is supported with its own fees and program specific grants versus its reliance upon funding from taxes and other general revenues.
- A number in parentheses are net expenses, indicating that expenses were greater than program revenues and therefore, general revenues were needed to finance that function or program.
  - Numbers without parentheses are net revenues, meaning that program revenues were more than sufficient to cover expenses.



**City of Gardena**  
**Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years Ended June 30, 2022**  
**(modified accrual basis of accounting)**

		Fiscal Year				
		2021-22	2020-21	2019-20	2018-19	2017-18
General Fund						
Nonspendable	(1)	\$ 352,425	\$ 1,214,022	\$ 302,361	\$ 333,803	\$ 385,931
Restricted	(1)	-	-	-	-	5,287
Committed	(1)	26,936,620	18,697,703	7,310,676	13,287,448	19,315,675
Assigned	(1)	14,236,728	8,670,503	2,848,416	2,622,256	3,609,547
Unassigned	(1)	300,001	200,000	173,122	271,377	200,000
Total General Fund:		<u>\$41,825,774</u>	<u>\$28,782,228</u>	<u>\$10,634,575</u>	<u>\$16,514,884</u>	<u>\$23,516,440</u>
All Other Governmental Funds						
Nonspendable	(1)	\$ 329,979	\$ 342,428	\$ 350,432	\$ 308,741	\$ 16,769,655
Restricted	(1)	31,699,951	16,660,769	15,682,481	16,089,466	-
Committed	(1)	-	-	-	-	-
Assigned	(1)	-	-	-	-	-
Unassigned	(1)	(185,700)	(1,298,092)	(81,218)	-	-
Total all other governmental funds:		<u>\$31,844,230</u>	<u>\$15,705,105</u>	<u>\$15,951,695</u>	<u>\$16,398,207</u>	<u>\$16,769,655</u>



NOTES:

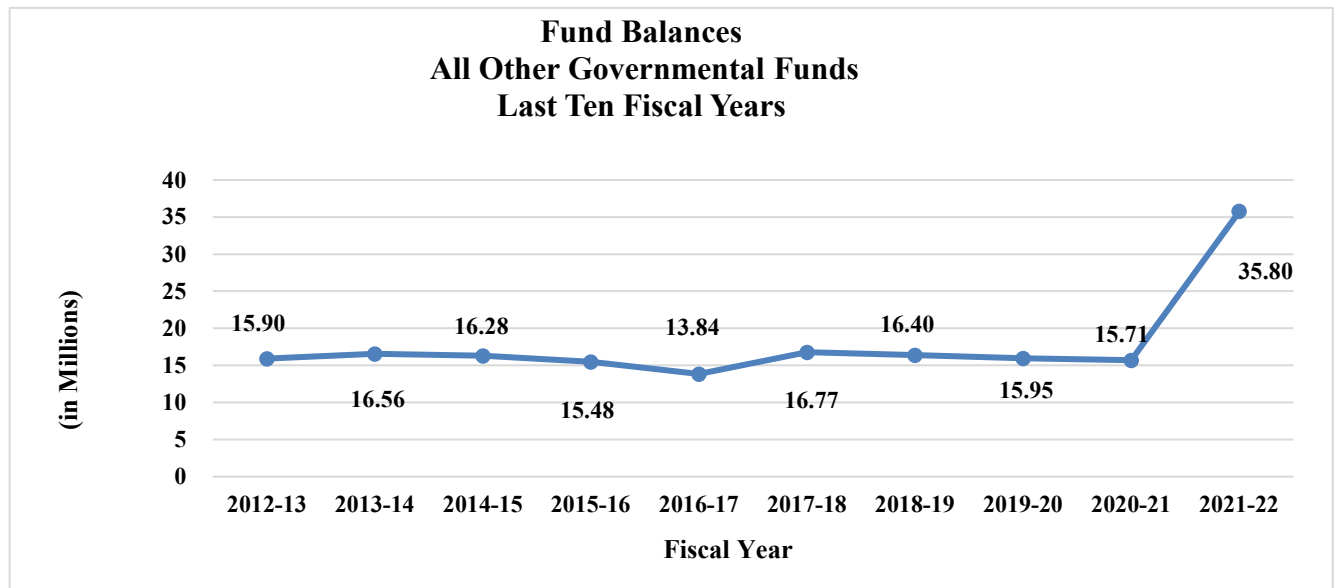
(1) New reporting requirements per GASB 54.

Source: City of Gardena, Administrative Services Department - Finance Division



**City of Gardena**  
**Fund Balances of Governmental Funds (Continued)**  
**Last Ten Fiscal Years Ended June 30, 2022**  
**(modified accrual basis of accounting)**

		Fiscal Year				
		2016-17	2015-16	2014-15	2013-14	2012-13
General Fund						
Nonspendable	(1)	\$ 294,133	\$ 189,819	\$ 179,244	\$ 181,457	\$ 198,145
Restricted	(1)	43,611	164,116	327,752	57,980	56,014
Committed	(1)	19,413,135	17,542,367	7,274,423	7,274,423	6,825,301
Assigned	(1)	3,936,266	2,773,686	7,579,856	4,357,472	2,906,950
Unassigned	(1)	200,000	200,000	400,362	238,582	274,236
Total General Fund:		<u>\$23,887,145</u>	<u>\$20,869,988</u>	<u>\$15,761,637</u>	<u>\$12,109,914</u>	<u>\$10,260,646</u>
All Other Governmental Funds						
Nonspendable	(1)	\$ -	\$ -	\$ 4,734	\$ -	\$ 8,990
Restricted	(1)	10,073,376	11,726,127	13,048,054	13,526,150	15,233,078
Committed	(1)	3,765,323	3,776,154	3,051,323	2,658,379	-
Assigned	(1)	-	(20,809)	179,079	377,900	654,243
Assigned	(1)	-	-	-	-	-
Total all other governmental funds:		<u>\$13,838,699</u>	<u>\$15,481,472</u>	<u>\$16,283,190</u>	<u>\$16,562,429</u>	<u>\$15,896,311</u>



NOTES:

(1) New reporting requirements per GASB 54.

Source: City of Gardena, Administrative Services Department - Finance Division



**City of Gardena**  
**Changes In Fund Balances - Governmental Funds**  
**Last Ten Fiscal Years Ended June 30, 2022**  
**(modified accrual basis of accounting)**

	Fiscal Year				
	2021-22	2020-21 <sup>(2)</sup>	2019-20	2018-19	2017-18
<b>Revenues:</b>					
Taxes	\$70,663,462	\$57,968,745	\$46,128,710	\$50,827,680	\$47,527,518
Licenses and permits	2,900,062	2,389,538	1,646,059	1,735,711	1,694,670
Use of money and property	(1,517,780)	(56,416)	1,036,059	1,061,734	158,902
Intergovernmental	13,689,853	16,142,006	7,157,208	7,409,245	6,201,645
Fines, forfeitures, and penalties	3,660,686	3,168,468	1,112,890	2,261,549	1,124,079
Charges for services	5,448,044	5,188,250	6,142,402	5,270,787	5,070,020
Miscellaneous	5,245,065	1,664,391	831,773	892,283	1,197,011
Total Revenues:	100,089,392	86,464,982	64,055,101	69,458,989	62,973,845
<b>Expenditures:</b>					
Current:					
General government	5,296,661	5,325,270	6,576,421	6,004,196	5,025,047
Public safety	41,545,473	37,558,085	41,295,066	45,783,773	37,851,314
Public works	7,868,811	6,776,073	8,372,502	8,058,427	4,012,134
Recreation and Human resources	7,318,062	6,232,436	6,155,882	6,138,238	9,194,054
Community development	3,061,632	2,789,072	2,474,928	2,382,263	2,734,299
Capital outlay	8,929,107	5,199,699	3,636,782	6,127,264	3,794,206
Debt service:					
Principal	3,850,985	1,173,158	967,696	902,804	627,898
Interest and fiscal charges	3,899,642	2,340,735	1,155,814	1,198,262	1,227,659
Total Expenditures:	81,770,373	67,394,528	70,635,091	76,595,227	64,466,611
Excess of Revenues over (under) Expenditures	18,319,019	19,070,454	(6,579,990)	(7,136,238)	(1,492,766)
<b>Other Financing Sources (Uses):</b>					
Proceeds of long-term debt	-	-	-	-	-
Proceeds from sale of assets	127,623	3,492	46,241	16,413	423,735
Proceeds from debt issuance	15,391,848	79,193,585	-	-	-
Issuance of capital leases	-	-	-	-	-
Contribution to pension trust	-	(78,731,264)	-	-	-
Issuance of new debt	-	-	-	-	-
Issuance discount	-	-	-	-	-
Issuance of loans	-	-	86,223	86,223	86,223
Transfers in	16,400,118	12,724,862	7,476,706	9,013,583	6,747,282
Transfers out	(21,055,937)	(14,360,066)	(7,356,001)	(8,350,155)	(6,708,650)
Total Other Financing Sources (Uses):	10,863,652	(1,169,391)	253,169	766,064	548,590
Net change in fund balances	\$29,182,671	\$17,901,063	(\$6,326,821)	(\$6,370,174)	(\$944,176)
Debt service as a percentage of noncapital expenditures: <sup>(1)</sup>	9.66%	5.21%	3.14%	2.87%	3.03%

NOTE:

<sup>(1)</sup> Ratio is calculated by dividing total debt service expenditures by total non-capital expenditures

(difference between total expenditures and capitalized capital outlay expenditures)

<sup>(2)</sup> 2021 cost of bond issuance was reclassified into interest and fiscal charges from other financing uses.

Source: City of Gardena, Administrative Services Department - Finance Division



**City of Gardena**  
**Changes In Fund Balances - Governmental Funds (Continued)**  
**Last Ten Fiscal Years Ended June 30, 2022**  
**(modified accrual basis of accounting)**

	Fiscal Year				
	2016-17	2015-16	2014-15	2013-14	2012-13
<b>Revenues:</b>					
Taxes	\$46,847,209	\$46,222,802	\$44,488,617	\$43,008,547	\$40,739,594
Licenses and permits	1,800,752	1,521,379	1,109,169	1,023,180	915,614
Use of money and property	129,186	499,278	248,773	270,187	163,025
Intergovernmental	5,549,872	5,705,627	11,575,383	11,983,118	7,917,316
Fines, forfeitures, and penalties	1,102,235	1,794,049	1,433,758	1,226,243	1,629,217
Charges for services	5,155,573	4,545,874	4,208,616	4,146,210	4,087,263
Miscellaneous	2,944,050	1,807,155	3,141,148	2,754,989	2,116,705
Total Revenues:	63,528,877	62,096,164	66,205,464	64,412,474	57,568,734
<b>Expenditures:</b>					
Current:					
General government	4,914,416	4,886,467	5,108,064	4,938,101	6,256,927
Public safety	36,977,198	34,674,068	32,542,544	32,069,172	30,007,184
Public works	4,064,485	5,584,816	5,352,388	5,395,817	5,145,179
Recreation and Human resources	8,631,034	6,498,830	6,135,402	6,086,777	6,161,518
Community development	2,757,861	2,533,734	2,594,007	7,499,226	2,119,111
Capital outlay	3,349,481	8,332,649	8,064,783	6,075,302	5,806,502
Debt service:					
Principal	2,703,105	754,158	9,228,535	844,172	645,065
Interest and fiscal charges	1,431,641	1,369,936	2,029,383	1,482,716	1,518,953
Total Expenditures:	64,829,221	64,634,658	71,055,106	64,391,283	57,660,439
Excess of Revenues over (under) Expenditures	(1,300,344)	(2,538,494)	(4,849,642)	21,191	(91,705)
<b>Other Financing Sources (Uses):</b>					
Proceeds of long-term debt	-	-	-	2,521,577	-
Proceeds from sale of property	1,024,538	4,990,156	-	-	-
Proceeds from debt issuance	-	-	-	-	-
Issuance of capital leases	-	-	-	201,829	-
Contribution to pension trust	-	-	-	-	-
Issuance of new debt	1,635,000	-	9,110,000	-	-
Issuance discount	-	-	(297,460)	-	-
Issuance of loans	86,223	311,026	408,740	-	-
Transfers in	6,487,933	11,143,623	10,368,953	7,765,591	7,379,793
Transfers out	(6,558,966)	(9,599,678)	(11,368,107)	(7,994,802)	(6,382,102)
Total Other Financing Sources (Uses):	2,674,728	6,845,127	8,222,126	2,494,195	997,691
Net change in fund balances	\$1,374,384	\$4,306,633	\$3,372,484	\$2,515,386	\$905,986
Debt service as a percentage of noncapital expenditures: <sup>(1)</sup>	6.64%	3.51%	17.16%	3.81%	4.00%

NOTE:

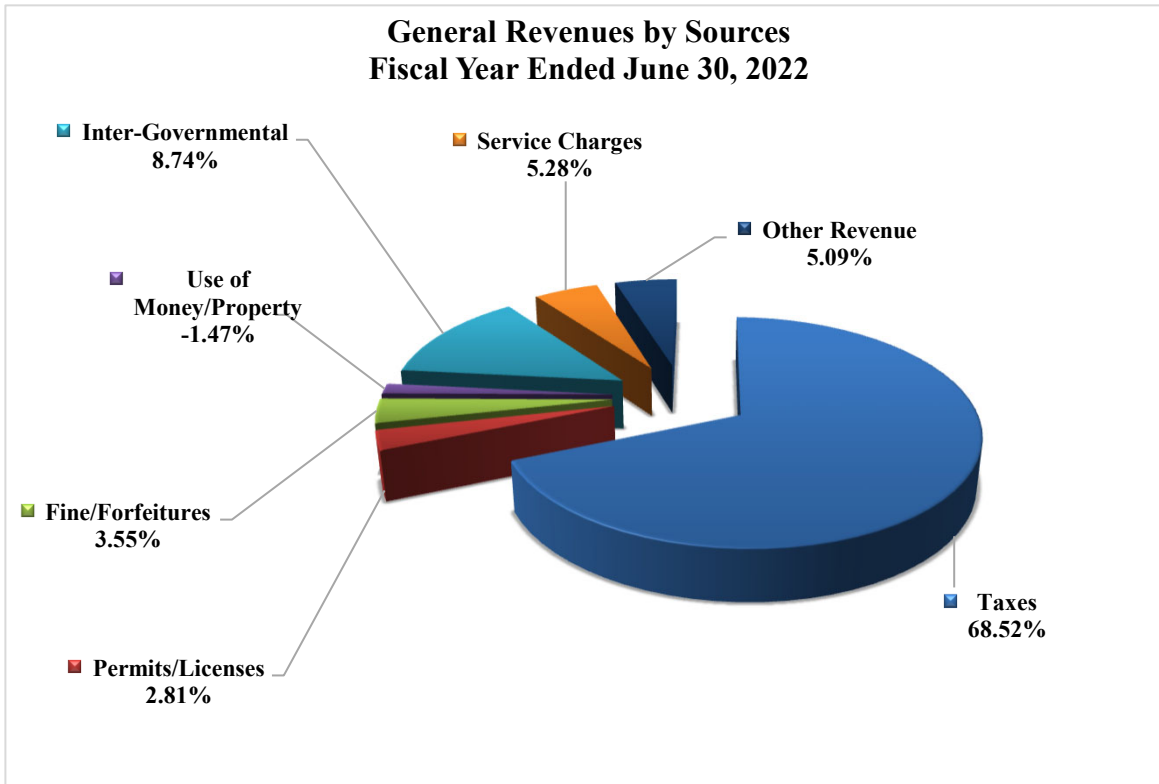
<sup>(1)</sup> Ratio is calculated by dividing total debt service expenditures by total non-capital expenditures (difference between total expenditures and capitalized capital outlay expenditures)

Source: City of Gardena, Administrative Services Department - Finance Division



# City of Gardena Governmental Revenues By Sources Last Ten Fiscal Years

<b>Fiscal Year</b>	<b>Taxes</b>	<b>Permits, Licenses and Fees</b>	<b>Fines and Forfeitures</b>	<b>Uses of Money and Property</b>
2012-13	\$ 40,739,594	\$ 915,614	\$ 1,629,217	\$ 163,025
2013-14	43,008,547	1,023,180	1,226,243	270,187
2014-15	44,488,617	1,109,169	1,433,758	248,773
2015-16	46,222,802	1,521,379	1,794,049	499,278
2016-17	46,847,209	1,800,752	1,102,235	129,186
2017-18	47,527,518	1,694,670	1,124,079	158,902
2018-19	50,827,680	1,735,711	2,261,549	1,061,734
2019-20	46,128,710	1,646,059	1,112,890	1,036,059
2020-21	57,968,745	2,389,538	3,168,468	(56,416)
2021-22	70,663,462	2,900,062	3,660,686	(1,517,780)

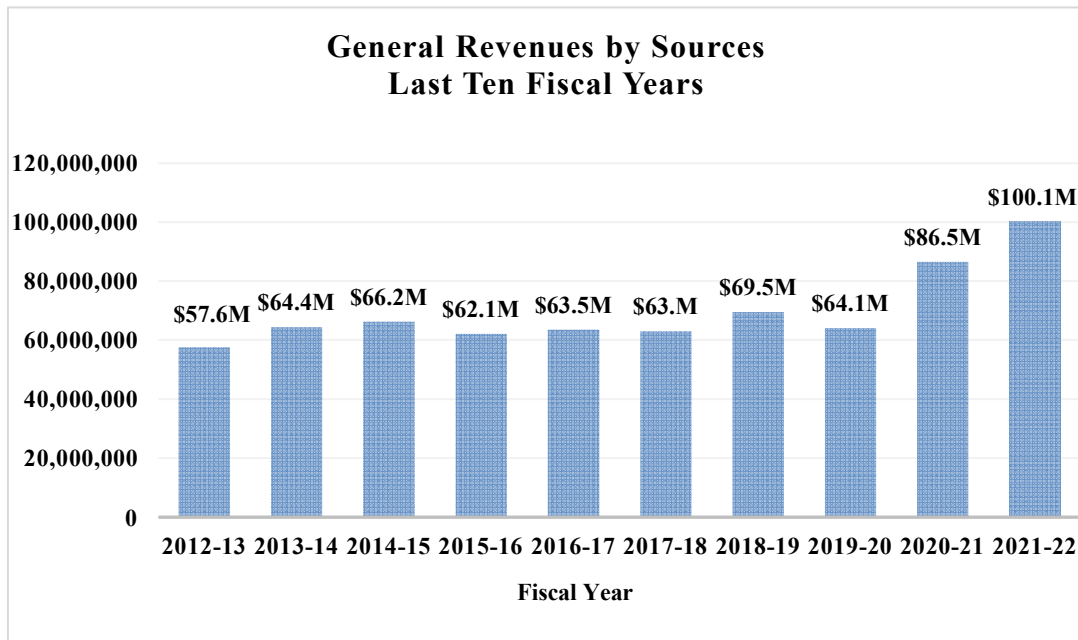


Source: City of Gardena, Administrative Services Department - Finance Division



**City of Gardena**  
**Governmental Revenues By Sources (Continued)**  
**Last Ten Fiscal Years**

<b>Fiscal Year</b>	<b>Inter-Governmental</b>	<b>Charges for Services</b>	<b>Other Revenues</b>	<b>Total</b>
2012-13	\$ 7,917,316	\$ 4,087,263	\$ 2,116,705	\$ 57,568,734
2013-14	11,983,118	4,146,210	2,754,989	64,412,474
2014-15	11,575,383	4,208,616	3,141,148	66,205,464
2015-16	5,705,627	4,545,874	1,807,155	62,096,164
2016-17	5,549,872	5,155,573	2,944,050	63,528,877
2017-18	6,201,645	5,070,020	1,197,011	62,973,845
2018-19	7,409,245	5,270,787	892,283	69,458,989
2019-20	7,157,208	6,142,402	831,773	64,055,101
2020-21	16,142,006	5,188,250	1,664,391	86,464,982
2021-22	13,689,853	5,448,044	5,245,065	100,089,392



Source: City of Gardena, Administrative Services Department - Finance Division

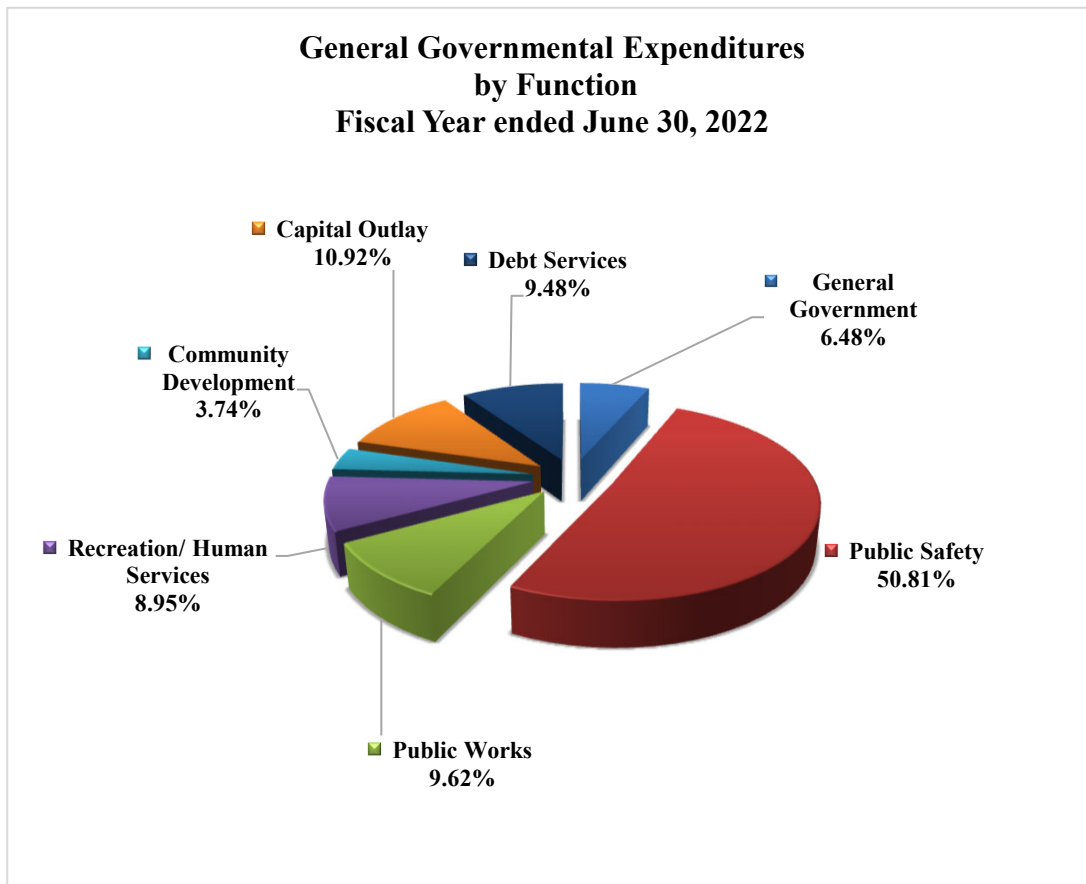


# City of Gardena

## General Governmental Expenditures By Function

### Last Ten Fiscal Years

Fiscal Year	General Government	Public Safety	Public Works	Recreation and Human Services
2012-13	\$ 6,256,927	\$ 30,007,184	\$ 5,145,179	\$ 6,161,518
2013-14	4,938,101	32,069,172	5,395,817	6,086,777
2014-15	5,108,064	32,542,544	5,352,388	6,135,402
2015-16	4,886,467	34,674,068	5,584,816	6,498,830
2016-17	4,914,416	36,977,198	4,064,485	8,631,034
2017-18	5,025,047	37,851,314	4,012,134	9,194,054
2018-19	6,004,196	45,783,773	8,058,427	6,138,238
2019-20	6,576,421	41,295,066	8,372,502	6,155,882
2020-21 <sup>(2)</sup>	5,325,270	37,558,085	6,776,073	6,232,436
2021-22	5,296,661	41,545,473	7,868,811	7,318,062



Note: These figures include all governmental fund types and exclude other financing sources (uses).  
(General, Special Revenue, Capital Projects and Debt Service Funds)

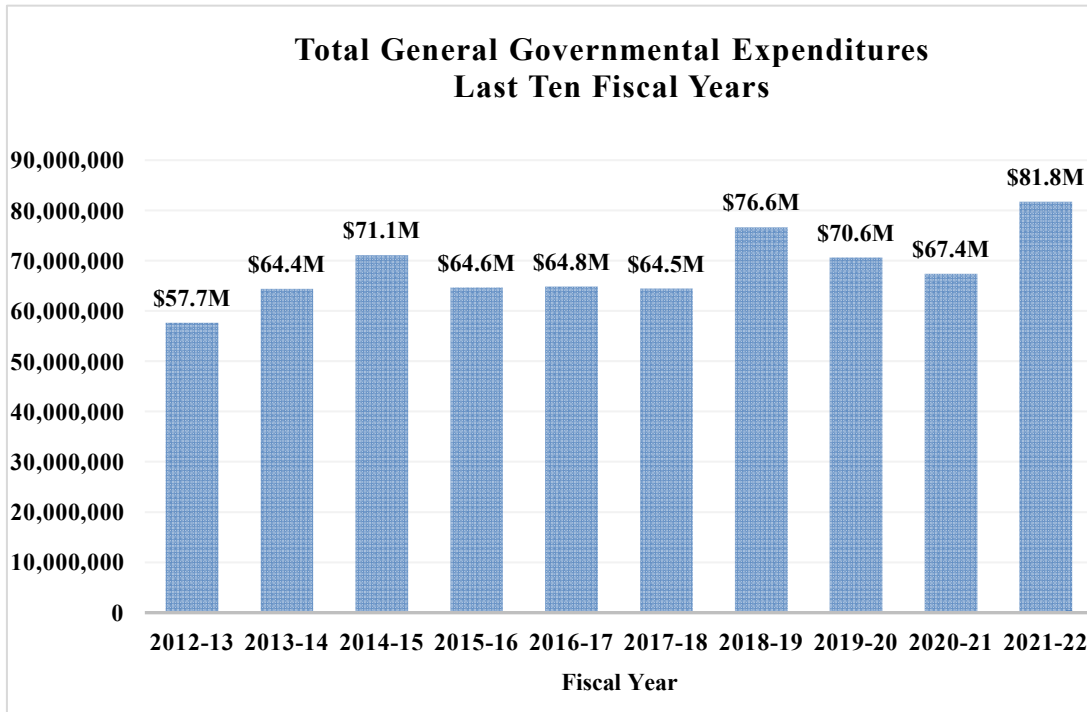
- <sup>(1)</sup> These figures include Lease/Bonds, Payments for Debt Services and excluding Cost of bonds issuance and escrow payments.
- <sup>(1)</sup> 2021 cost of bond issuance was reclassified into debt service from other financing uses.

Source: City of Gardena, Administrative Services Department - Finance Division



**City of Gardena**  
**General Governmental Expenditures By Function (Continued)**  
**Last Ten Fiscal Years**

<b>Fiscal Year</b>	<b>Community Development</b>	<b>Capital Outlay</b>	<b>Debt Service <sup>(1)(2)</sup></b>	<b>Total</b>
2012-13	\$ 2,119,111	\$ 5,806,502	\$ 2,164,018	\$ 57,660,439
2013-14	7,499,226	6,075,302	2,326,888	64,391,283
2014-15	2,594,007	8,064,783	11,257,918	71,055,106
2015-16	2,533,734	8,332,649	2,124,094	64,634,658
2016-17	2,757,861	3,349,481	4,134,746	64,829,221
2017-18	2,734,299	3,794,206	1,855,557	64,466,611
2018-19	2,382,263	6,127,264	2,101,066	76,595,227
2019-20	2,474,928	3,636,782	2,123,510	70,635,091
2020-21	2,789,072	5,199,699	3,513,803	67,394,438
2021-22	3,061,632	8,929,107	7,750,627	81,770,373



Note: These figures include all governmental fund types and exclude other financing sources (uses).  
 (General, Special Revenue, Capital Projects and Debt Service Funds)  
<sup>(1)</sup> These figures include Lease/Bonds, Payments for Debt Services and excluding Cost of bonds issuance and escrow payments.

Source: City of Gardena, Administrative Services Department - Finance Division

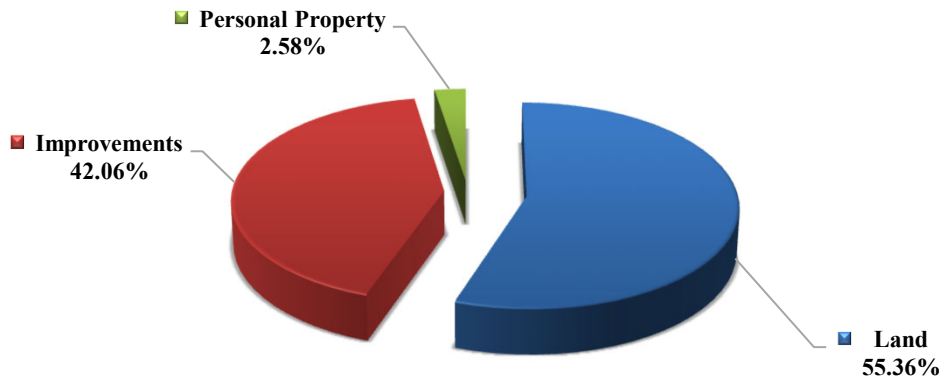


# City of Gardena

## Assessed Valuation <sup>(1)</sup> and Actual Value of Taxable Property Last Ten Fiscal Years

Fiscal Year	STATE ASSESSED				LOCALLY ASSESSED				
	SECURED -UTILITY				SECURED				
	Land	Improve- ments	Personal Property	Total	Land	Improve- ments	Personal Property	Other Exemptions	Total
2012-13	\$ 3,447,381	\$ 500	\$ -	\$ 3,447,881	\$2,523,336,461	\$ 2,007,313,501	\$ 19,615,465	\$ (100,457,741)	\$ 4,449,807,686
2013-14	3,447,381	500	0	3,447,881	2,610,426,775	2,096,160,323	20,014,837	(93,299,293)	4,633,302,642
2014-15	3,447,381	500	0	3,447,881	2,733,522,040	2,198,829,256	21,125,783	(101,657,690)	4,851,819,389
2015-16	256,548	500	0	257,048	2,901,287,675	2,302,898,593	21,733,418	(100,791,312)	5,125,128,374
2016-17	256,548	500	0	257,048	3,059,313,278	2,408,565,245	21,982,639	(101,483,543)	5,388,377,619
2017-18	256,548	500	0	257,048	3,259,570,366	2,534,031,367	22,671,336	(97,785,800)	5,718,487,269
2018-19	256,548	500	0	257,048	3,514,987,541	2,674,639,058	22,263,329	(106,481,118)	6,105,408,810
2019-20	256,548	500	0	257,048	3,745,803,302	2,836,862,048	22,530,962	(99,222,153)	6,505,974,159
2020-21	379,899	4,167	0	384,066	4,005,949,237	3,004,367,152	24,551,498	(105,940,809)	6,928,927,078
2021-22	213,049	0	0	213,049	4,213,320,667	3,080,008,549	27,201,792	(100,843,365)	7,219,687,643

**Assessed Valuation by Categories  
(Total Secured and Unsecured)  
Fiscal Year Ended June 30, 2022**



In 1978, California voters passed Proposition 13 which set the property tax at a 1.00% fixed amount. This 1.00% is shared by all the taxing agencies for which the subject property resides within. In addition to 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds. Assessed valuation is based on 100% of full value in accordance with Section 135 of the California Revenue and Taxation Code.

Source: <sup>(1)</sup> L.A. County Assessor 2021/22 Combined Tax Rolls  
<sup>(2)</sup> Hdl Coren & Cone.

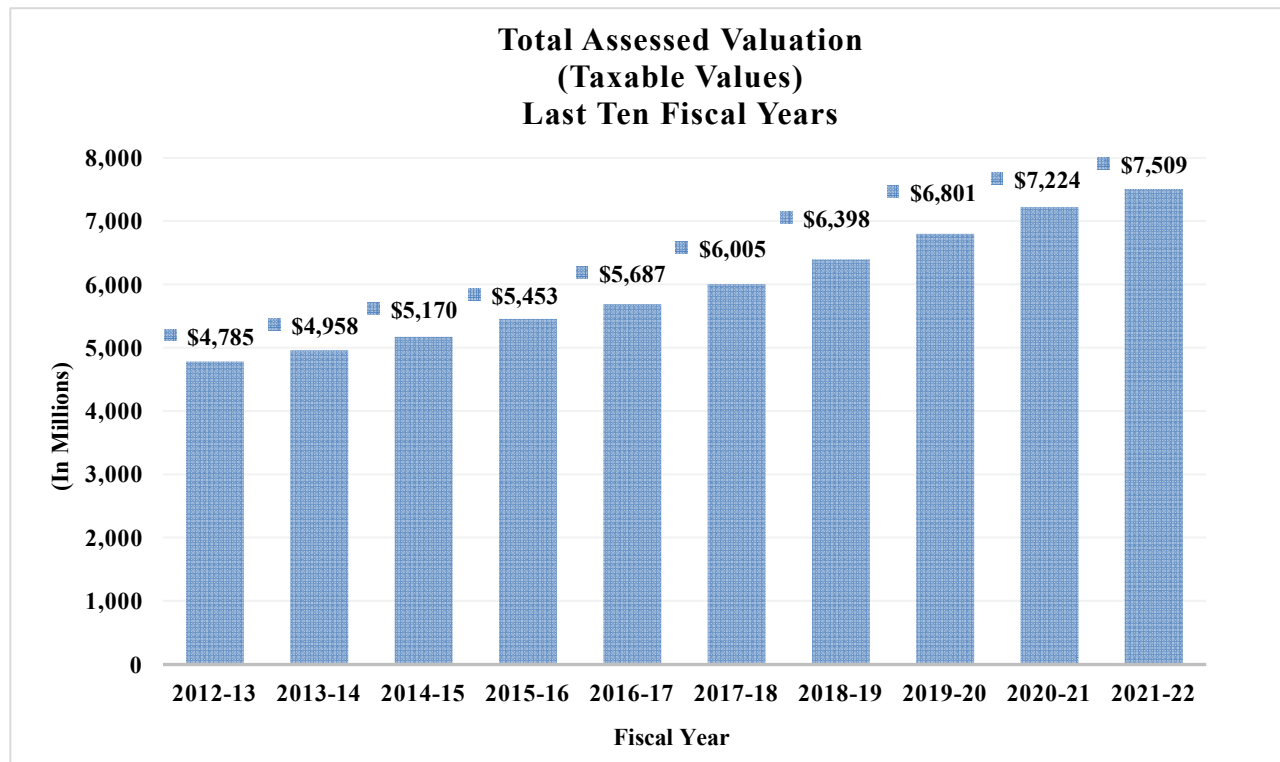


# City of Gardena

## Assessed Valuation <sup>(1)</sup> and Actual Value of Taxable Property (Continued)

### Last Ten Fiscal Years

Fiscal Year	LOCALLY ASSESSED				TOTALS				
	UNSECURED				Before Other Exemptions	Taxable Assessed Value	% INCR. (DECR.)	Total Direct Rate <sup>(2)</sup>	Home- Owner Property Tax Relief
	Improve- ments	Personal Property	Other Exemptions	Total					
2012-13	\$ 151,830,307	\$ 179,827,045	\$ (100,604)	\$ 331,556,748	\$4,885,370,660	\$ 4,784,812,315	1.50%	0.11875%	\$ 50,719,063
2013-14	145,965,185	175,158,651	(108,000)	321,015,836	5,051,173,652	4,957,766,359	3.61%	0.11856%	50,015,653
2014-15	140,748,595	174,403,010	(89,000)	315,062,605	5,272,076,565	5,170,329,875	4.29%	0.11837%	49,327,059
2015-16	149,004,701	178,788,974	(82,000)	327,711,675	5,553,970,409	5,453,097,097	5.47%	0.11809%	48,873,792
2016-17	130,722,770	167,676,863	(82,000)	298,317,633	5,788,517,843	5,686,952,300	4.29%	0.11790%	48,088,576
2017-18	125,455,566	161,242,825	(47,000)	286,651,391	6,103,228,508	6,005,395,708	5.60%	0.11766%	47,602,798
2018-19	125,099,278	166,925,685	(77,300)	291,947,663	6,504,171,939	6,397,613,521	6.53%	0.11737%	46,936,370
2019-20	123,980,060	170,442,727	(73,400)	294,349,387	6,899,876,147	6,800,580,594	6.30%	0.11711%	46,368,399
2020-21	119,705,782	174,999,947	(36,400)	294,669,329	7,329,957,682	7,223,980,473	6.23%	0.11685%	45,437,387
2021-22	120,700,759	169,061,580	(1,154,249)	288,608,090	7,610,506,396	7,508,508,782	3.94%	0.11672%	44,954,554



In 1978, California voters passed Proposition 13 which set the property tax at a 1.00% fixed amount. This 1.00% is shared by all the taxing agencies for which the subject property resides within. In addition to 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds. Assessed valuation is based on 100% of full value in accordance with Section 135 of the California Revenue and Taxation Code.

Source: <sup>(1)</sup> L.A. County Assessor 2021/22 Combined Tax Rolls  
<sup>(2)</sup> Hdl Coren & Cone.



**City of Gardena**  
**Assessed Value of Property by User Code**  
**Last Ten Fiscal Years**

CATEGORY	Fiscal Year				
	2021-22	2020-21	2019-20	2018-19	2017-18
Residential	\$ 4,857,419,242	\$ 4,671,664,590	\$ 4,397,530,388	\$ 4,139,852,554	\$ 3,879,882,318
Commercial	1,027,450,526	1,006,453,482	936,892,089	888,959,749	831,348,140
Industrial	1,117,152,653	1,037,251,905	964,891,072	889,298,836	834,753,358
Govt. Owned	-	-	-	-	-
Recreational	41,518,155	40,966,262	40,263,960	39,491,086	38,342,794
Institutional	94,990,583	89,836,280	76,976,001	74,813,850	78,834,725
Miscellaneous	-	-	-	-	451,519
Vacant land	66,349,257	69,851,264	75,744,666	62,990,225	46,086,466
SBE Nonunitary	213,049	384,066	257,048	257,048	257,048
Possessory Int.	14,807,227	12,903,295	13,675,983	10,002,510	8,787,949
Unsecured	288,608,090	294,669,329	294,349,387	291,947,663	286,651,391
Unknown	-	-	-	-	-
	7,508,508,782	7,223,980,473	6,800,580,594	6,397,613,521	6,005,395,708
Homeowner Exemption <sup>(1)</sup>	-	-	-	-	-
<b>TOTALS:</b>	<b>\$ 7,508,508,782</b>	<b>\$ 7,223,980,473</b>	<b>\$ 6,800,580,594</b>	<b>\$ 6,397,613,521</b>	<b>\$ 6,005,395,708</b>

Notes: In 1978 the voters of the State of California passed Proposition 13 which limited taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum of 2%). With few exemptions, property is only reassessed as a result of new construction or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitation just mentioned.

-Exempt values are not included in Total.

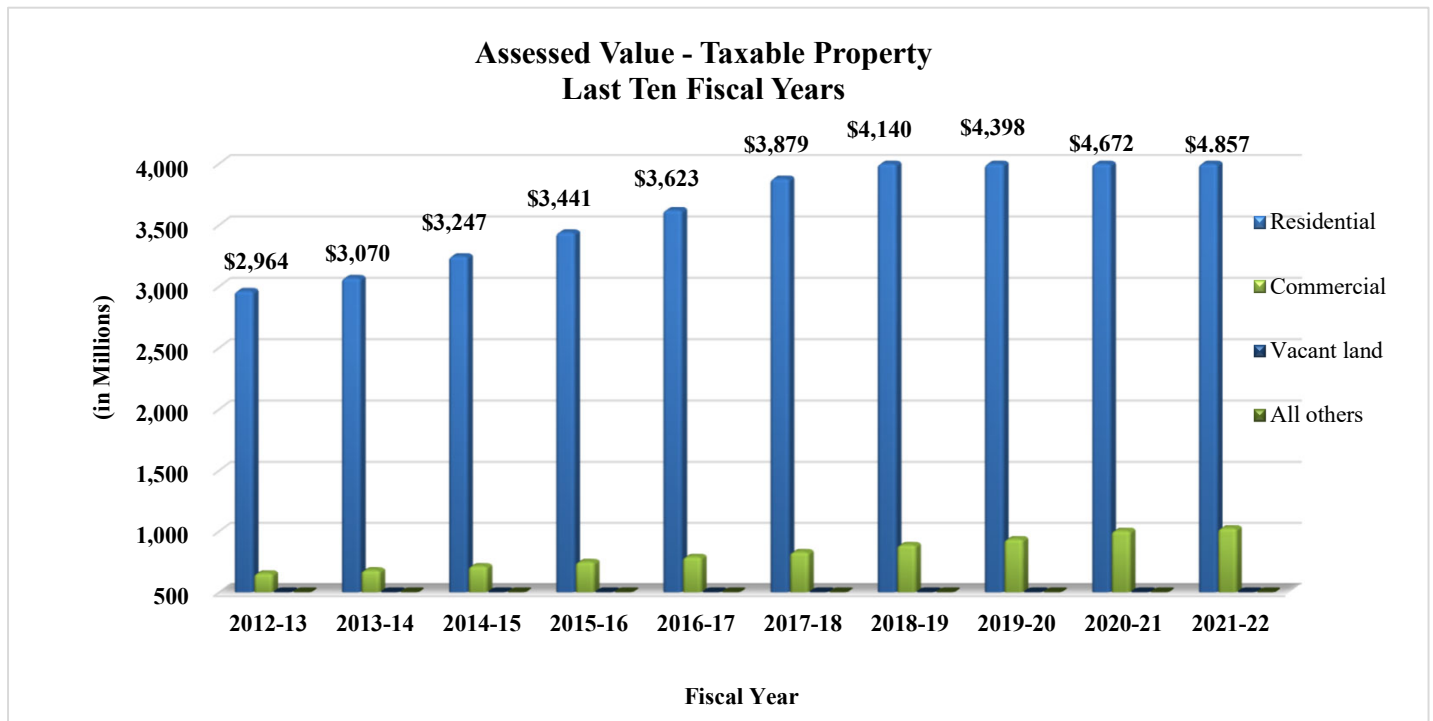
<sup>(1)</sup> In 2006-07 certain report formatting changes have been made to comply with GASB 44 standard reporting requirements; therefore, the net of Homeowner Exemption is separated from previous years.

Source: L.A. County Assessor 2012/13-2021/22 Combined Tax Rolls, HdL, Coren & Cone



**City of Gardena**  
**Assessed Value of Property by User Code (Continued)**  
**Last Ten Fiscal Years**

CATEGORY	Fiscal Year				
	2016-17	2015-16	2014-15	2013-14	2012-13
Residential	\$ 3,623,545,163	\$ 3,441,407,499	\$ 3,247,456,567	\$ 3,069,926,331	\$ 2,964,299,525
Commercial	791,527,339	750,255,119	715,396,379	680,433,002	656,284,650
Industrial	796,231,706	763,622,835	735,316,073	726,907,557	710,111,242
Govt. Owned	5,250,000	-	-	-	-
Recreational	38,760,141	39,348,412	38,689,706	38,596,521	38,681,903
Institutional	69,798,622	65,412,639	62,243,721	68,337,737	29,057,255
Miscellaneous	442,667	-	-	-	-
Vacant land	54,308,182	57,298,803	46,471,775	43,043,588	45,420,007
SBE Nonunitary	257,048	257,048	3,447,881	3,447,881	3,447,881
Possessory Int.	8,513,799	7,783,045	6,245,168	6,057,906	5,953,104
Unsecured	298,317,633	327,711,675	315,062,605	321,015,836	331,556,748
Unknown	-	22	-	-	-
	5,686,952,300	5,453,097,097	5,170,329,875	4,957,766,359	4,784,812,315
Homeowner Exemption	(1) -	-	-	-	-
<b>TOTALS:</b>	<b>5,686,952,300</b>	<b>5,453,097,097</b>	<b>5,170,329,875</b>	<b>4,957,766,359</b>	<b>4,784,812,315</b>



Notes: In 1978 the voters of the State of California passed Proposition 13 which limited taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum of 2%). With few exemptions, property is only reassessed as a result of new construction or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitation just mentioned.

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Source: L.A. County Assessor 2012/13-2021/22 Combined Tax Rolls, HdL, Coren & Cone



**City of Gardena**  
**Assessed Value and Estimated Value of Taxable Property**  
**Last Ten Fiscal Years**  
**(in thousands)**

<b>Fiscal</b>									
<b>Year</b>	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Agriculture</b>	<b>Recreational</b>	<b>Institutional</b>	<b>Govt. Owned</b>	<b>Vacant land</b>	
2012-13	\$ 2,964,300	\$ 656,285	\$ 710,111	\$ -	\$ 38,682	\$ 29,057	\$ -	\$ 45,420	
2013-14	3,069,926	680,433	726,908	-	38,597	68,338	-	43,043	
2014-15	3,247,457	715,396	735,316	-	38,690	62,244	-	46,472	
2015-16	3,441,407	750,255	763,623	-	39,348	65,413	-	57,299	
2016-17	3,623,545	791,527	796,232	-	38,760	69,798	5,250	54,308	
2017-18	3,879,882	831,348	834,753	-	38,342	78,834	-	46,086	
2018-19	4,139,853	888,960	889,299	-	39,491	74,814	-	62,990	
2019-20	4,397,530	936,892	964,891	-	40,264	76,976	-	75,745	
2020-21	4,671,665	1,006,453	1,037,252	-	40,967	89,836	-	69,851	
2021-22	4,857,419	1,027,451	1,117,153	-	41,518	94,991	-	66,349	

NOTES: Report formatting changes have been made to comply with GASB 44 standard reporting requirements.  
Public Utility values are not included in this report.

<sup>(1)</sup> Tax Rate Areas: TRA 000576

-Tax rate limit: A state constitutional amendment (Proposition 13) provided that the tax rate was limited to 1% of full cash values, levied only by the County and shared with all other jurisdictions. All other jurisdictions and the County can levy a tax rate for voter-approved debt.

<sup>(2)</sup> Estimated Actual Value is derived from a series of calculations comparing median assessed values from 1940 to current median sales price and the Factor of Taxable Assessed Value is the result. This factor is changing from year to year; however, since the previous fiscal years calculating data is not available, the fiscal year 2007-08 factor is used.

Source: L.A. County Assessor 2012/13-2021/22 Combined Tax Rolls, HdL, Coren & Cone



**City of Gardena**  
**Assessed Value and Estimated Value of Taxable Property (Continued)**  
**Last Ten Fiscal Years**  
**(in thousands)**

<b>Fiscal</b>	<b>SBE</b>					<b>Total</b>	<b>Estimated</b>	<b>Factor of</b>
<b>Year</b>	<b>Nonunitary</b>	<b>Possessory Int.</b>	<b>Unsecured</b>	<b>Misc.</b>	<b>TOTAL</b>	<b>Direct Tax Rate <sup>(1)</sup></b>	<b>Taxable Value <sup>(2)</sup></b>	<b>Taxable Assessed Value</b>
2012-13	\$ 3,448	\$ 5,953	\$ 331,557	\$ -	\$ 4,784,813	0.11875	\$ 6,381,553	1.33371
2013-14	3,448	6,058	321,015	-	4,957,766	0.11856	6,612,222	1.33371
2014-15	3,448	6,245	315,062	-	5,170,330	0.11837	6,895,721	1.33371
2015-16	257	7,783	327,712	-	5,453,097	0.11809	7,272,850	1.33371
2016-17	257	8,514	298,317	442	5,686,950	0.11790	7,584,742	1.33371
2017-18	257	8,787	286,651	-	6,004,940	0.11790	8,008,849	1.33371
2018-19	257	10,002	291,948	-	6,397,614	0.11737	8,532,562	1.33371
2019-20	257	13,676	294,349	-	6,800,580	0.11711	9,070,002	1.33371
2020-21	384	12,903	294,669	-	7,223,980	0.11685	9,634,694	1.33371
2021-22	213	14,807	288,608	-	7,508,509	0.11672	10,014,174	1.33371

Report formatting changes have been made to comply with GASB 44 standard reporting requirements.  
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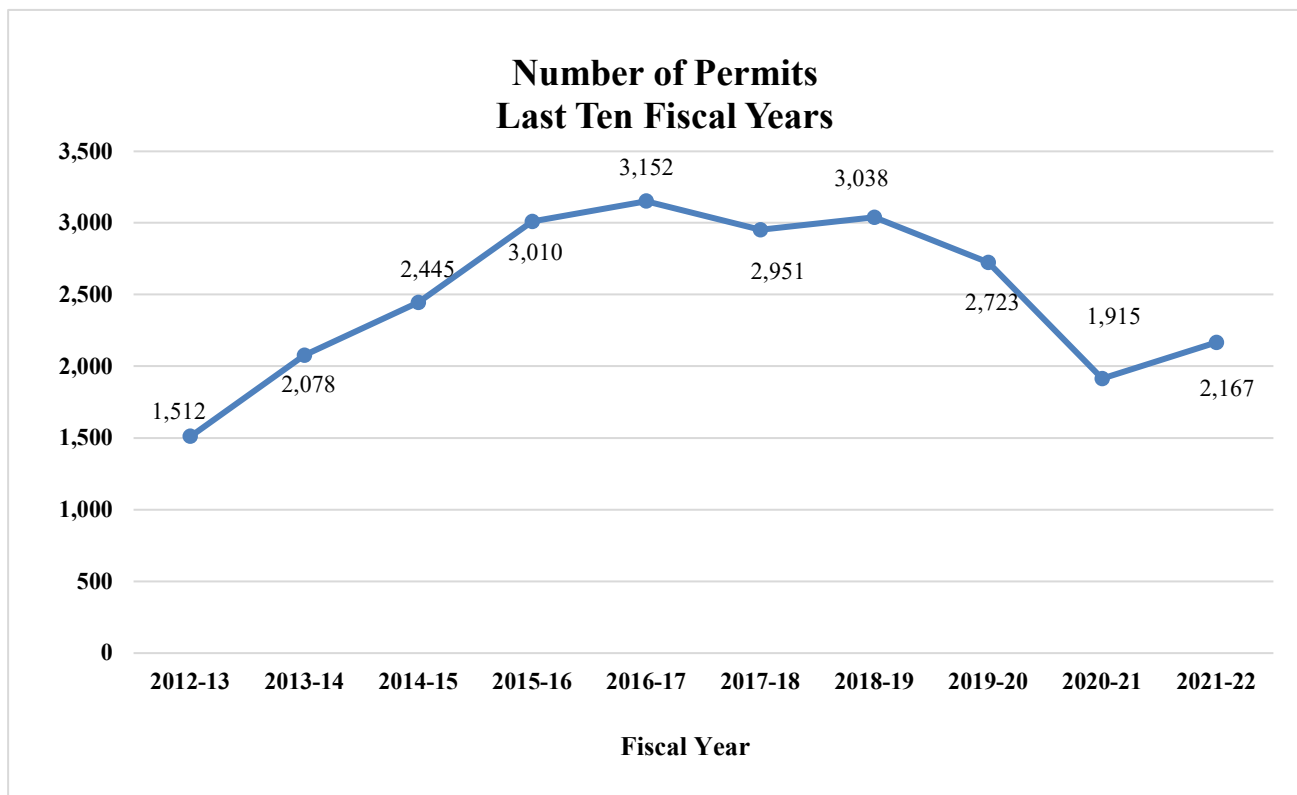
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Source: L.A. County Assessor 2012/13-2021/22 Combined Tax Rolls, HdL, Coren & Cone



**City of Gardena**  
**Construction and Bank Deposits**  
**(Miscellaneous Information)**  
**Last Ten Fiscal Years**

Fiscal Year	CONSTRUCTION <sup>(1)</sup>					
	Residential		Commercial		Industrial	
	No. of Permits	Valuation	No. of Permits	Valuation	No. of Permits	Valuation
2012-13	430	\$ 10,378,040	239	\$ 12,953,704	4	\$ 116,531
2013-14	650	11,943,363	232	10,733,859	2	225,600
2014-15	785	11,173,245	295	10,524,008	2	63,500
2015-16	1,126	18,042,192	253	12,303,725	2	26,500
2016-17	1,161	10,988,165	269	16,919,670	9	7,091,565
2017-18	964	18,379,450	264	25,034,187	15	1,069,280
2018-19	1,107	23,699,914	220	10,676,880	11	437,850
2019-20	927	33,001,214	164	11,378,321	10	88,468
2020-21	737	82,991,894	105	10,605,434	5	1,712,440
2021-22	1,041	49,722,116	146	20,804,846	2	320,000



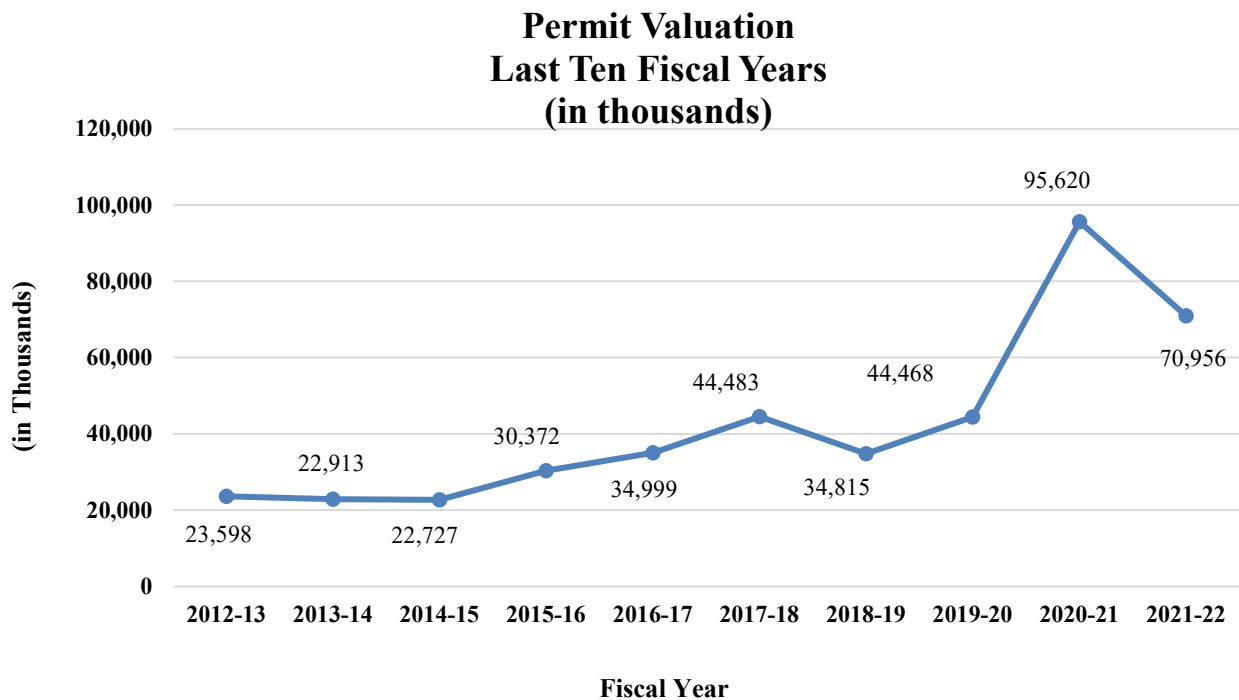
Sources: <sup>(1)</sup> City of Gardena, Community Development Department.

<sup>(2)</sup> City of Gardena-FDIC-Insured Institutions as of 06/30/2022



**City of Gardena**  
**Construction and Bank Deposits (Continued)**  
**(Miscellaneous Information)**  
**Last Ten Fiscal Years**

CONSTRUCTION <sup>(1)</sup>						
Fiscal Year	All others		Total		Bank Deposits <sup>(2)</sup> (in Thousands)	
	No. of Permits	Valuation	No. of Permits	Valuation		
2012-13	839	\$ 150,000	1,512	\$ 23,598,275	1,609,537	
2013-14	1,194	10,000	2,078	22,912,822	1,694,573	
2014-15	1,363	966,527	2,445	22,727,280	1,656,979	
2015-16	1,629	-	3,010	30,372,417	2,311,146	
2016-17	1,713	-	3,152	34,999,400	1,913,039	
2017-18	1,708	-	2,951	44,482,917	1,913,039	
2018-19	1,700	-	3,038	34,814,644	1,980,803	
2019-20	1,622	-	2,723	44,468,003	2,285,338	
2020-21	1,068	310,030	1,915	95,619,798	2,483,396	
2021-22	978	109,000	2,167	70,955,962	2,618,588	



Sources: <sup>(1)</sup> City of Gardena, Community Development Department.

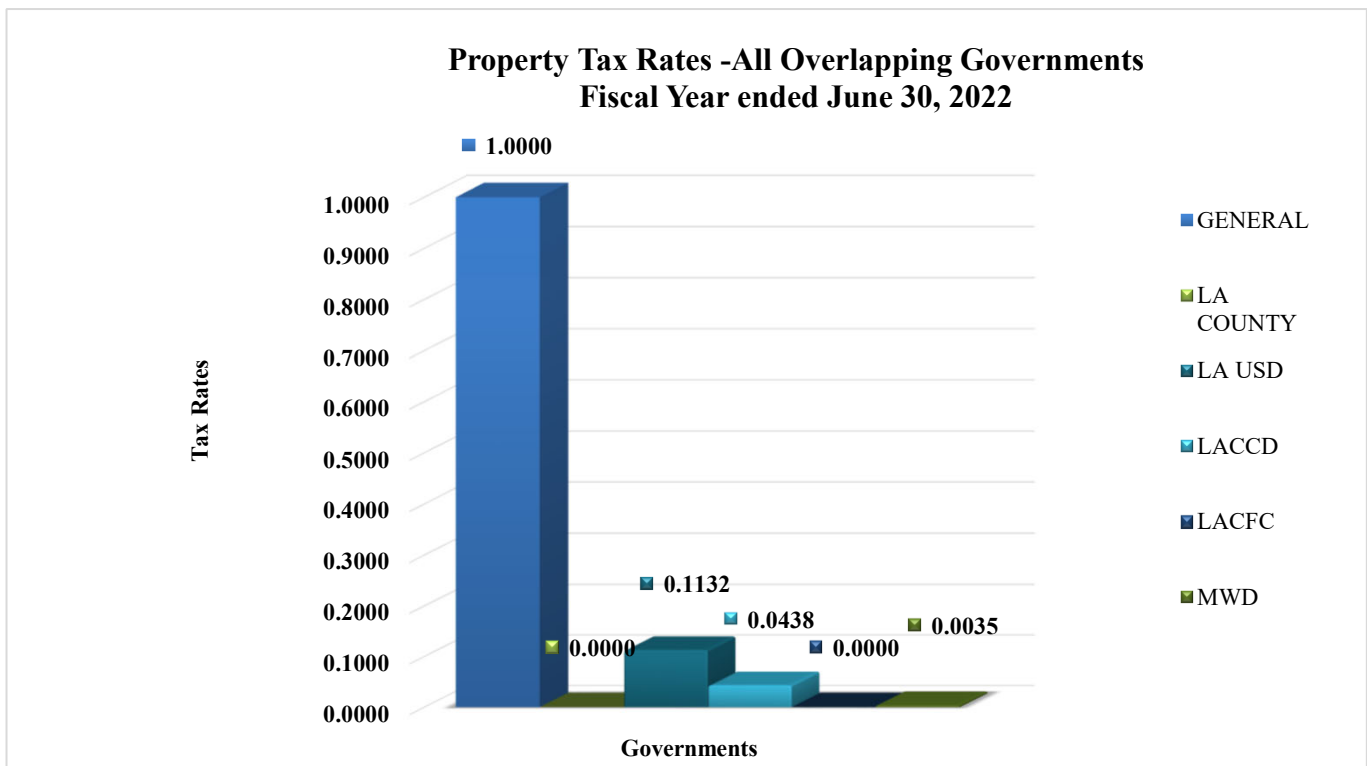
<sup>(2)</sup> City of Gardena-FDIC-Insured Institutions as of 06/30/2022



**City of Gardena**  
**Property Tax Rates <sup>(1)</sup> - All Overlapping Governments**  
**Last Ten Fiscal Years**  
**(Rate per \$100 of Taxable Value)**

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<b>Fiscal Year</b>	<b>General</b>	<b>Los Angeles County</b>	<b>Los Angeles Unified School District</b>
2012-13	1.000000	0.000000	0.175610
2013-14	1.000000	0.000000	0.146440
2014-15	1.000000	0.000000	0.146880
2015-16	1.000000	0.000000	0.129710
2016-17	1.000000	0.000000	0.131100
2017-18	1.000000	0.000000	0.122190
2018-19	1.000000	0.000000	0.123230
2019-20	1.000000	0.000000	0.125520
2020-21	1.000000	0.000000	0.139930
2021-22	1.000000	0.000000	0.113230



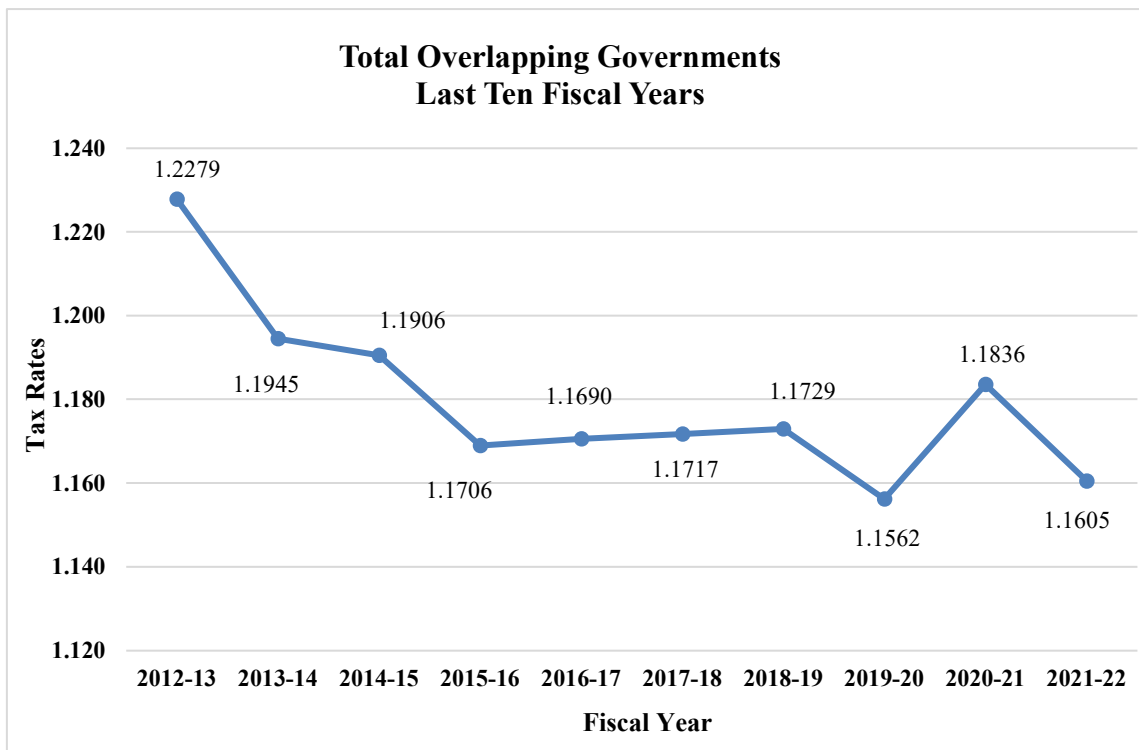
<sup>(1)</sup> Tax Rate Areas: TRA 000576

-Tax rate limit: A state constitutional amendment (Proposition 13) provided that the tax rate was limited to 1% of full cash values, levied only by the County and shared with all other jurisdictions. All other jurisdictions and the County can levy a tax rate for voter-approved debt.



**City of Gardena**  
**Property Tax Rates <sup>(1)</sup> - All Overlapping Governments (Continued)**  
**Last Ten Fiscal Years**  
**(Rate per \$100 of Taxable Value)**

<b>Fiscal Year</b>	<b>Los Angeles Community College District</b>	<b>Los Angeles County Flood Control</b>	<b>Metropolitan Water District</b>	<b>Total</b>
2012-13	0.048750	0.000000	0.003500	1.227860
2013-14	0.044540	0.000000	0.003500	1.194480
2014-15	0.040170	0.000000	0.003500	1.190550
2015-16	0.035750	0.000000	0.003500	1.168960
2016-17	0.035960	0.000000	0.003500	1.170560
2017-18	0.045990	0.000000	0.003500	1.171680
2018-19	0.046210	0.000000	0.003500	1.172940
2019-20	0.027170	0.000000	0.003500	1.156190
2020-21	0.040160	0.000000	0.003500	1.183590
2021-22	0.043760	0.000000	0.003500	1.160490



<sup>(1)</sup> Tax Rate Areas: TRA 000576

-Tax rate limit: A state constitutional amendment (Proposition 13) provided that the tax rate was limited to 1% of full cash values, levied only by the County and shared with all other jurisdictions. All other jurisdictions and the County can levy a tax rate for voter-approved debt.



**City of Gardena**  
**Direct and Overlapping Property Tax Rates**  
**(rate per \$100 of assessed value)**  
**Ten Fiscal Year Detail of Rates for Largest General Fund Tax Rates Area 00576**  
**(Proposition 13 Rate)**

Agency	FISCAL YEAR				
	21-22	20-21	19-20	18-19	17-18
City of Gardena Tax District I	0.11160 %	0.11160 %	0.11160 %	0.11160 %	0.11160 %
Children's Institutional Tuition Fund	0.00285 %	0.00285 %	0.00285 %	0.00285 %	0.00285 %
County Sanitation District No. 5 Operations	0.01256 %	0.01256 %	0.01256 %	0.01256 %	0.01256 %
County School Services	0.00144 %	0.00144 %	0.00144 %	0.00144 %	0.00144 %
County School Service Fund Los Angeles	0.00001 %	0.00001 %	0.00001 %	0.00001 %	0.00001 %
Development Center for Handicapped Minors -LA Unified School District	0.00127 %	0.00127 %	0.00127 %	0.00127 %	0.00127 %
Educational Augmentation Fund Impound	0.16240 %	0.16240 %	0.16240 %	0.16240 %	0.16240 %
Educational Augmentation Fund (ERAF) Impound	0.07820 %	0.07820 %	0.07820 %	0.07820 %	0.07820 %
LA City Community College District	0.03070 %	0.03070 %	0.03070 %	0.03070 %	0.03070 %
LA County Community College Children's Center Fund	0.00032 %	0.00032 %	0.00032 %	0.00032 %	0.00032 %
LA County Accumulative Capital Outlays	0.00012 %	0.00012 %	0.00012 %	0.00012 %	0.00012 %
LA County Fire - Ffw	0.00747 %	0.00747 %	0.00747 %	0.00747 %	0.00747 %
LA County Flood Control Dr. Improvement District	0.00178 %	0.00178 %	0.00178 %	0.00178 %	0.00178 %
LA County Library	0.02380 %	0.02380 %	0.02380 %	0.02380 %	0.02380 %
LA County Flood Control Maintenance	0.01007 %	0.01007 %	0.01007 %	0.01007 %	0.01007 %
Los Angeles Children's Center Fund	0.00371 %	0.00371 %	0.00371 %	0.00371 %	0.00371 %
LA County General	0.32520 %	0.32520 %	0.32520 %	0.32520 %	0.32520 %
Los Angeles Unified School District	0.22590 %	0.22590 %	0.22590 %	0.22590 %	0.22590 %
Greater L A Co Vector Control	0.00038 %	0.00038 %	0.00038 %	0.00038 %	0.00038 %
Water Replacement District of Southern California	0.00018 %	0.00018 %	0.00018 %	0.00018 %	0.00018 %
<b>Total Prop. 13 Rate:</b>	<b>1.00000 %</b>	<b>1.00000 %</b>	<b>1.00000 %</b>	<b>1.00000 %</b>	<b>1.00000 %</b>
<b>TOTAL DIRECT RATE (Producing Revenue for The City) <sup>(1)</sup>:</b>	<b>0.11672 %</b>	<b>0.11685 %</b>	<b>0.11711</b>	<b>0.11737 %</b>	<b>0.11766 %</b>
<b>County of Los Angeles <sup>(1)</sup></b>	<b>0.00000 %</b>	<b>0.00000 %</b>	<b>0.00000</b>	<b>0.00000 %</b>	<b>0.00000 %</b>

Notes: General fund tax rates are representative and based upon the direct and overlapping rates for the largest General Fund tax rates area (TRA) by net taxable value.

Total Direct Rate <sup>(1)</sup> is weighted average of all individual direct rates applied by the government preparing the statistical section information. The percentages presented in the columns above do not sum across rows. RDA rate is based on the largest RDA tax rate area (TRA) and includes only rate(s) from indebtedness adopted prior to 1989 per California State statute. RDA direct and overlapping rates are applied only to the incremental property values.

In 1978, California voters passed Proposition 13 which set the property tax at a 1.00% fixed amount. This 1.00% is shared by all the taxing agencies for which the subject property resides within. In addition to 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.

Source: <sup>(1)</sup> L.A. County Assessor 2012/13-2021/22 Combined Tax Rolls, HdL, Coren & Cone



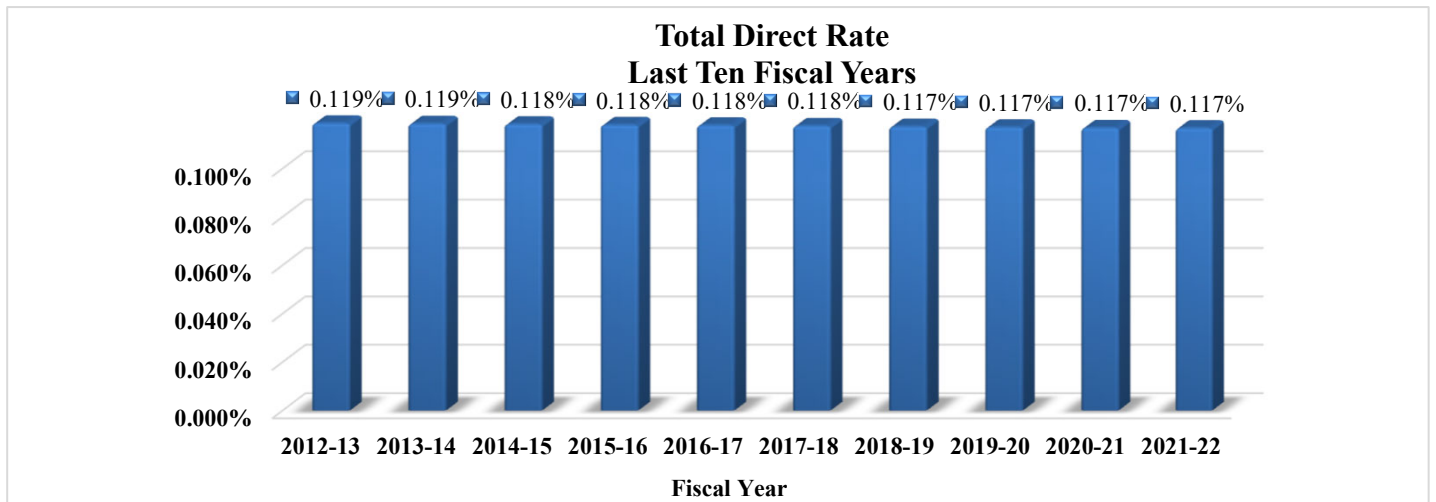
**City of Gardena**  
**Direct and Overlapping Property Tax Rates (Continued)**  
**(rate per \$100 of assessed value)**  
**Ten Fiscal Year Detail of Rates for Largest General Fund Tax Rates Area 00576**  
**(Proposition 13 Rate)**

Agency	FISCAL YEAR				
	16-17	15-16	14-15	13-14	12-13
City of Gardena Tax District 1	0.11160 %	0.11160 %	0.11157 %	0.11157 %	0.11157 %
Children's Institutional Tuition Fund	0.00285 %	0.00285 %	0.00285 %	0.00285 %	0.00285 %
County Sanitation District No. 5 Operations	0.01256 %	0.01256 %	0.01256 %	0.01256 %	0.01256 %
County School Services	0.00144 %	0.00144 %	0.00144 %	0.00144 %	0.00144 %
County School Service Fund of Angeles -LAUSD	0.00001 %	0.00001 %	0.00001 %	0.00001 %	0.00001 %
Development Center for Handicapped Minors -LA Unified School District	0.00127 %	0.00127 %	0.00127 %	0.00127 %	0.00127 %
Educational Augmentation Fund Impound	0.16240 %	0.16240 %	0.16240 %	0.16240 %	0.16240 %
Educational Augmentation Fund (ERAF) Impound	0.07820 %	0.07820 %	0.07820 %	0.07820 %	0.07820 %
LA County Community College District	0.03070 %	0.03070 %	0.03070 %	0.03070 %	0.03070 %
LA County Community College Children's Center Fund	0.00032 %	0.00032 %	0.00032 %	0.00032 %	0.00032 %
LA County Accumulative Capital Outlays	0.00012 %	0.00012 %	0.00012 %	0.00012 %	0.00012 %
LA County Fire - Ffw	0.00747 %	0.00747 %	0.00747 %	0.00747 %	0.00747 %
LA County Flood Control Improvement District	0.00178 %	0.00178 %	0.00178 %	0.00178 %	0.00178 %
LA County Library	0.02380 %	0.02380 %	0.02380 %	0.02380 %	0.02380 %
LA County Flood Control Maintenance	0.01007 %	0.01007 %	0.01007 %	0.01007 %	0.01007 %
Los Angeles Children's Center Fund	0.00371 %	0.00371 %	0.00371 %	0.00371 %	0.00371 %
LA County General	0.32520 %	0.32520 %	0.32520 %	0.32520 %	0.32520 %
Los Angeles Unified School District	0.22590 %	0.22590 %	0.22590 %	0.22590 %	0.22590 %
Greater L A Co Vector Control	0.00038 %	0.00038 %	0.00038 %	0.00038 %	0.00038 %
Water Replacement District of Southern California	0.00018 %	0.00018 %	0.00018 %	0.00018 %	0.00018 %
<b>Total Prop. 13 Rate:</b>	<b>1.00000 %</b>	<b>1.00000 %</b>	<b>1.00000 %</b>	<b>1.00000 %</b>	<b>1.00000 %</b>

TOTAL DIRECT RATE (Producing Revenue for The City) <sup>(1)</sup>:

County of Los Angeles <sup>(1)</sup>

0.11790 %	0.11809 %	0.11837 %	0.11856 %	0.11875 %
0.00000 %	0.00000 %	0.00000 %	0.00000 %	0.00000 %





# City of Gardena

## Ten Largest Property Taxpayers

### Current Year and Nine Years Ago

Owner/Taxpayer	Business Type	Fiscal Year 2021-22		Fiscal Year 2012-13	
		Total Assessed Value	Percent of Total City Assessed Value	Total Assessed Value	Percent of Total City Assessed Value
Nissin Foods USA Company Inc	Manufacturing	\$56,220,281	0.75 %		
MPT of Gardena PHS LP	Hospital services	54,559,436	0.73		
Terreno 139th LLC	Non-residential property owners	39,471,753	0.53		
Avcorp Composite Fabrication	Manufacturing	32,858,149	0.44		
JSL Gardena I LLC	Non-residential property owners	32,181,779	0.43		
14215 Normandie LLC	Property management	31,651,445	0.42		
Ray Pellegrino Trust	Property management	25,986,740	0.35		
Majestic Properties Inc	Property management	25,259,140	0.34		
Target Corporation	Retail sales	23,297,718	0.31		
PK I Gardena Gateway Center LP	Retail sales	22,898,561	0.30		
Hitco Carbon Composites Inc	Manufacturing			104,587,902	2.19 %
Nissin Foods Co Inc	Manufacturing			58,707,765	1.23
JSL Gardena I LLC	Non-residential property owners			27,733,284	0.58
Brek Manufacturing Company Lessee	Manufacturing			27,685,697	0.58
Southwest Offset Printing Company Inc	Manufacturing			27,030,076	0.56
Majestic Properties Inc	Property management			25,916,271	0.54
Gramercy Properties LLC	Non-residential property owners			20,848,081	0.44
Target Corporation	Retail sales			20,190,867	0.42
Russmar Investment Group	Property management			17,693,245	0.37
New Group Gardena LLC	Non-residential property owners			16,638,680	0.35
<b>Top Ten Totals (secured and unsecured):</b>		<b>344,385,002</b>	<b>4.59 %</b>	<b>347,031,868</b>	<b>7.25 %</b>
<b>All Others (secured)</b>		<b>7,164,123,780</b>	<b>95.41</b>	<b>4,437,780,447</b>	<b>92.75</b>
<b>Total All Assessed Valuation (secured):</b>		<b>\$7,508,508,782</b>	<b>100.00 %</b>	<b>\$4,784,812,315</b>	<b>100.00 %</b>

Source: L.A. County Assessor 2012/13-2021/22 Combined Tax Rolls and the SBE Non Unitary Tax Roll



**City of Gardena**  
**Top 25 Sales Tax Producers <sup>(1)</sup>**  
**(Miscellaneous Information)**  
**Current Fiscal Year and Nine Years Ago**

Fiscal Year 2021-22			Fiscal Year 2012-13		
	Tax Payers	Business Type		Tax Payers	Business Type
1	76	Service Stations	76	Service Stations	
2	A&A Chevron	Service Stations	A&A Chevron	Service Stations	
3	Arco AM PM	Service Stations	Beacon Roofing Supply	Building Materials	
4	Beacon Roofing Supply	Building Materials	Carrows	Casual Dining	
5	Chick Fil A	Quick-Service Restaurants	Crenshaw Lumber Co	Building Materials	
6	Crenshaw Lumber Co	Building Materials	dd's Discounts	Family Apparel	
7	Crenshaw Wholesale Electric Supply	Plumbing/Electrical Supplies	Enterprise Rent A Car	Transportation/Rentals	
8	Enterprise Rent A Car	Transportation/Rentals	Food 4 Less	Grocery Stores	
9	G & C Equipment Finders Corp	Contractors	G & C Equipment Finders Corp	Contractors	
10	Gardena Electric & Lighting	Electrical Equipment	Gardena Blue Water	Service Stations	
11	Gardena Honda	New Motor Vehicle Dealers	Gardena Honda	New Motor Vehicle Dealers	
12	Gardena Nissan	New Motor Vehicle Dealers	Gardena Nissan	New Motor Vehicle Dealers	
13	Honda Lease Trust	Auto Lease	Hitco Technologies	Heavy Industrial	
14	Irg Plotters & Printers	Auto Lease	Marukai Market	Grocery Stores	
15	Marukai Market	Grocery Stores	McDonald's	Quick-Service Restaurants	
16	McDonald's	Quick-Service Restaurants	Mobil Gardena	Service Stations	
17	Nader's Furniture	Home Furnishings	New York Times Sales	Light Industrial/Printers	
18	Nissan of Gardena	New Motor Vehicle Dealers	Pam's Shell	Service Stations	
19	Raising Cane's	Quick-Service Restaurants	Sam's Club	Discount Dept Stores	
20	Ralphs	Grocery Stores	Smardan Hatcher Co	Contractors	
21	Sam's Club	Discount Dept Stores	Target	Discount Dept Stores	
22	Smardan Hatcher Co.	Contractors	United Oil Company	Service Stations	
23	Target	Discount Dept Stores	Vons Fuel	Service Stations	
24	Vons Fuel	Service Stations	Wood Oil Company	Petroleum Prod/Equipment	
25	Wood Oil Company	Petroleum Prod/Equipment	Z Gallerie	Home Furnishings	

-Account for 55.90%  
of the total sales tax collected.

-Account for 59.25%  
of the total sales tax collected.

\*\*\* The names are listed in alphabetical order, not sales tax volume.

Source: SBOE data - HdL Companies

<sup>(1)</sup> Period: from July 1 to June 30

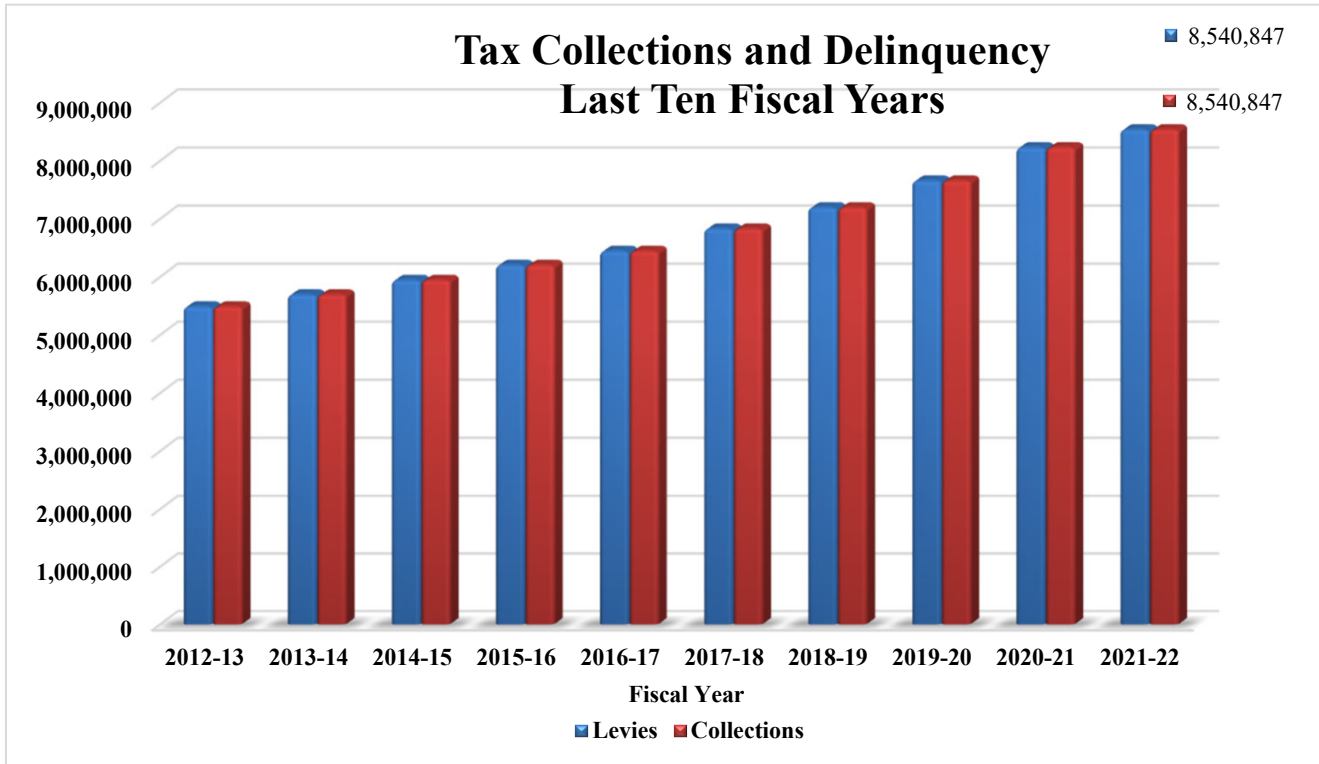


# City of Gardena

## Property Tax Levies, Tax Collections, and Delinquency

### Last Ten Fiscal Years

Fiscal Year	Taxes Levied for the Fiscal Year	COLLECTED WITHIN THE FISCAL YEAR OF LEVY		Collections in Subsequent Years	TOTAL COLLECTIONS TO DATE	
		Amount	Percent of Levy		Amount	Percent of Levy
2012-13	\$ 5,491,677	\$ 5,491,096	99.99%	581	\$ 5,491,677	100.00%
2013-14	5,698,386	5,695,450	99.95%	2,936	5,698,386	100.00%
2014-15	5,948,939	5,946,829	99.96%	2,109	5,948,939	100.00%
2015-16	6,208,056	6,192,921	99.76%	15,134	6,208,056	100.00%
2016-17	6,447,952	6,433,016	99.77%	14,936	6,447,952	100.00%
2017-18	6,832,148	6,816,038	99.76%	16,110	6,832,148	100.00%
2018-19	7,198,451	7,164,319	99.53%	34,132	7,198,451	100.00%
2019-20	7,660,514	7,640,236	99.74%	20,278	7,660,514	100.00%
2020-21	8,233,669	8,207,649	99.68%	26,020	8,233,669	100.00%
2021-22	8,540,847	8,524,459	99.81%	16,388	8,540,847	100.00%



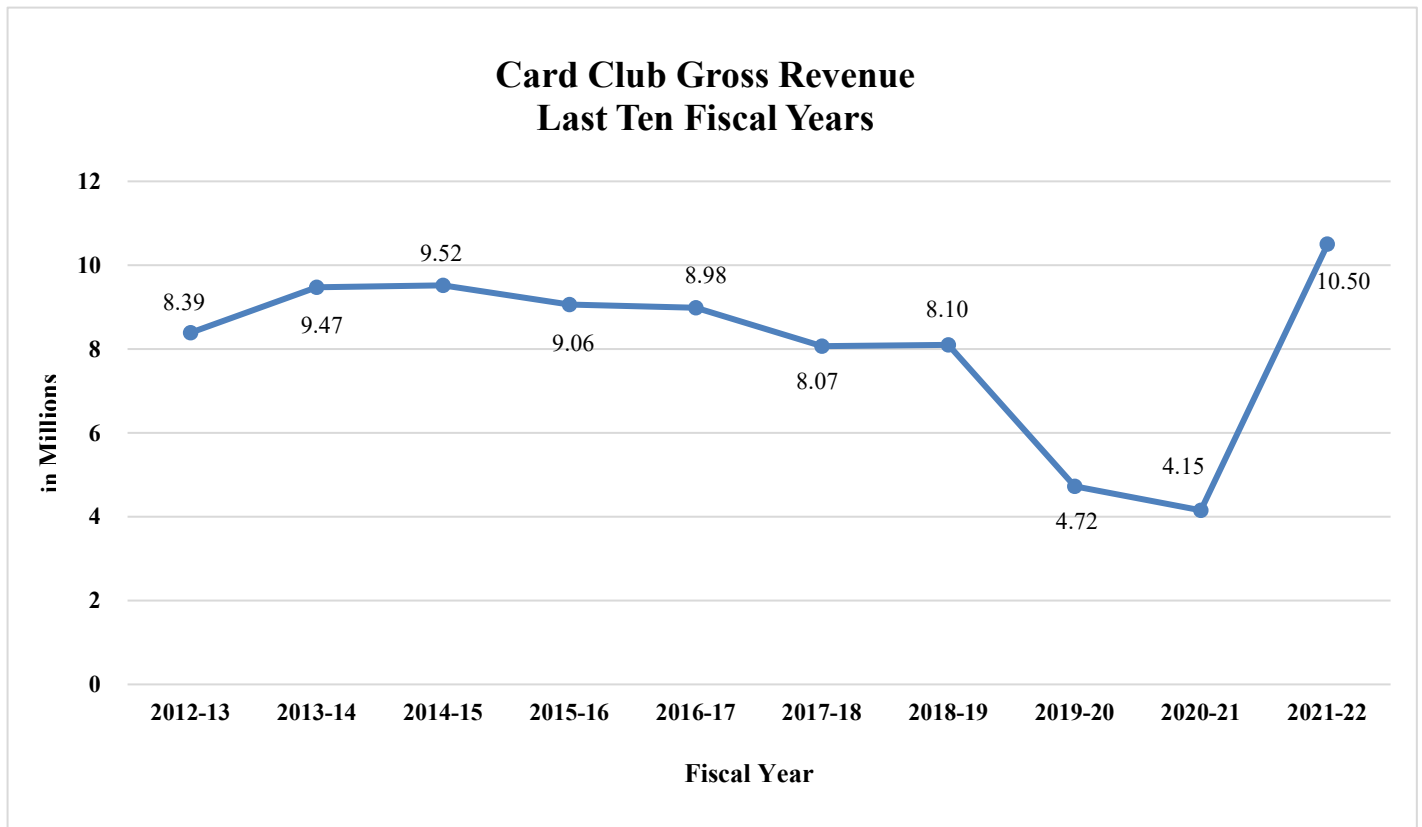
NOTE: Article XIII-A of the Constitution of the State of California adopted by the electorate in June 1978, precludes the City from a local property tax levy. All general-purpose property taxes are levied by the County and allocated to other governmental entities on a predetermined formula.

Sources: City of Gardena, Administrative Services Department - Finance Division



**City of Gardena  
Card Club Gross Revenue Fee  
Last Ten Fiscal Years**

<b>Fiscal Year</b>	<b>Card Club Revenue</b>	<b>General Fund Gross Revenue</b>	<b>Percent of General Fund Revenue</b>
2012-13	\$ 8,394,406	\$ 47,637,218	17.62%
2013-14	9,467,078	51,004,568	18.56%
2014-15	9,517,550	54,413,202	17.49%
2015-16	9,057,202	54,092,710	16.74%
2016-17	8,975,991	56,237,621	15.96%
2017-18	8,071,001	55,972,281	14.42%
2018-19	8,101,583	60,267,575	13.44%
2019-20	4,718,691	55,906,560	8.44%
2020-21	4,154,913	79,772,701	5.21%
2021-22	10,544,948	80,865,048	13.04%



<sup>(1)</sup> Two card clubs: Lucky Lady Casino & Hustler Casino  
City receives 12% of the total monthly gross revenue of the card game business.



**City of Gardena**  
**Utility Users Tax Received**  
**Last Five Fiscal Years**

---

	<b>Fiscal Year Ended June 30</b>				
	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>2018</b>
Utility Users Tax Electric	\$ 2,584,392	\$ 2,331,492	\$ 2,110,227	\$ 2,215,028	\$ 2,202,782
Utility Users Tax Gas	837,674	648,472	616,341	585,308	534,547
Utility Users Tax Electric Service Provider	323,978	199,496	217,700	171,490	179,887
Utility Users Tax Gas-Non Core	111,839	88,421	91,533	90,338	73,074
UUT-Mobile/Cellular Telephones	216,708	181,548	313,603	425,866	571,794
UUT-Long Distance Telephone/Non Cellular	417,966	458,602	490,588	535,347	515,858
Utility Users Tax Water	930,300	947,276	902,866	859,531	888,203
UUT-Prepaid Mobile Telephone	58,537	115,493	58,372	72,738	122,306
<b>TOTAL</b>	<b>\$ 5,481,395</b>	<b>\$ 4,970,799</b>	<b>\$ 4,801,230</b>	<b>\$ 4,955,645</b>	<b>\$ 5,088,450</b>

Sources: City of Gardena, Administrative Services Department - Finance Division



**City of Gardena**  
**Taxable Sales by Category**  
**Fiscal Years 2017 through 2021**  
**(in thousands)**

---

	Fiscal Year				
	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Apparel Stores	\$ 13,485	\$ 9,217	\$ 12,203	\$ 11,198	\$ 10,148
General Merchandise	152,715	127,460	125,848	94,324	88,651
Food Stores	46,206	47,765	43,372	42,878	42,836
Eating and Drinking Places	207,980	168,695	193,262	177,628	166,504
Building Materials	227,448	155,871	141,356	176,282	162,453
Auto Dealers and Supplies	162,045	136,376	152,810	146,803	155,973
Service Stations	92,371	68,189	93,644	93,104	81,452
Other Retail Stores	86,316	89,396	86,793	83,225	84,618
All Other Outlets	418,638	428,278	380,353	381,836	334,355
<b>TOTAL</b>	<u><u>\$ 1,407,204</u></u>	<u><u>\$ 1,231,247</u></u>	<u><u>\$ 1,229,641</u></u>	<u><u>\$ 1,207,278</u></u>	<u><u>\$ 1,126,990</u></u>

Source: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, HdL Companies

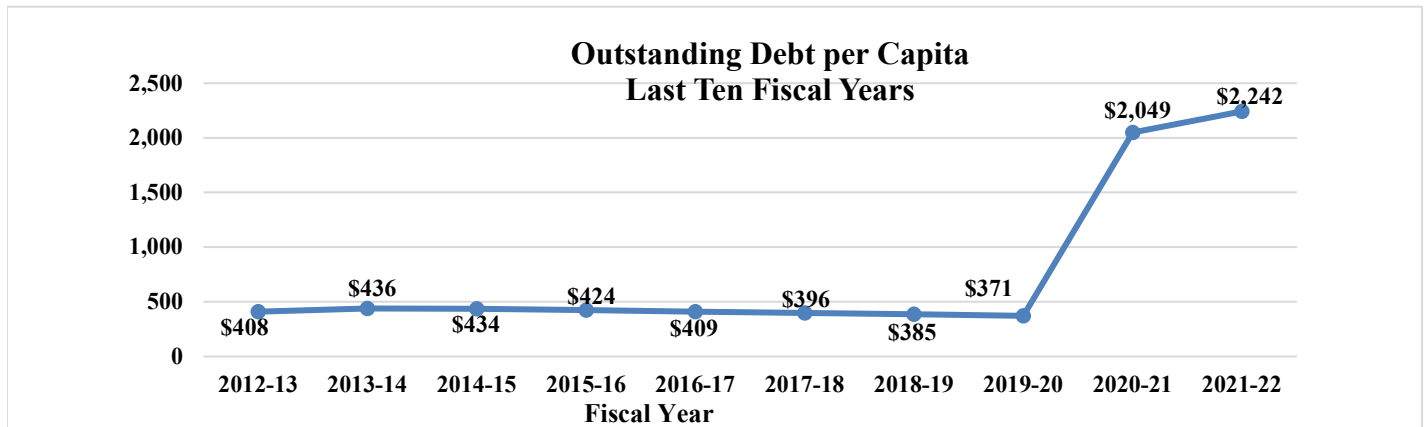


# City of Gardena

## Ratio of Outstanding Debt by Type

### Last Ten Fiscal Years

GOVERNMENTAL ACTIVITIES									
Fiscal		Certificates of	Revenue	Pension	Lease	Loan	Direct		
Year	Population <sup>(1)</sup>	Participation <sup>(2)</sup>	Bonds	Obligation Bonds	payable <sup>(3)</sup>	Payable	Purchase Lease	Other	Total
2012-13	59,566	21,995,000	2,175,000	-	153,004	-	-	-	24,323,004
2013-14	60,082	21,455,000	2,095,000	-	130,661	2,521,577	-	-	26,202,238
2014-15	60,414	12,370,000	10,835,639	-	67,125	2,930,317	-	-	26,203,081
2015-16	60,785	11,770,000	10,764,523	-	-	3,114,763	-	124,548	25,773,834
2016-17	60,721	9,170,000	10,688,407	-	-	3,200,986	1,635,000	111,443	24,805,836
2017-18	61,246	8,710,000	10,552,291	-	-	3,287,209	1,635,000	93,545	24,278,045
2018-19	61,042	8,220,000	10,411,175	-	-	3,373,432	1,390,000	80,741	23,475,348
2019-20	60,937	7,700,000	10,260,059	-	-	3,459,655	1,120,000	68,045	22,607,759
2020-21	60,344	7,150,000	10,103,943	79,029,723	381,696	3,545,880	845,000	53,749	101,109,991
2021-22	59,947	6,565,000	24,826,484	76,692,725	337,409	3,632,103	565,000	43,361	112,662,082



#### NOTES:

<sup>(1)</sup> State of California, Finance Department

<sup>(2)</sup> The City of Gardena had 6 Certificates of Participations at the end of fiscal year 1996-97. At the end of fiscal year 2005-06, there were only two Certificates of Participation Series 2001A and 2006AB&C. During the fiscal year 2005-06, the City refunded the Certificates of Participation Series 1994 and 1999 A & B by Series 2006 A B & C.

In fiscal year 2006-07, the City refunded Certificates of Participation Series 2001A by the Refunding Revenue COPs series 2007A.

In fiscal year 2014-15, the City refunded Certificates of Participation Series 2006 B by the Taxable Lease Revenue Refunding Bonds 2014.

In fiscal year 2016-17, the City refunded Certificates of Participation Series 2006 C by the 2017 Direct Purchase Lease.

-Refer to Notes in the Financial Statement for details of the City's outstanding debt

<sup>(3)</sup> Lease payable balance as of 6/30/21 was restated due to the implementation of GASB 87

<sup>(4)</sup> Assessed value has been used because the actual value of taxable property is not readily available in the State of California

<sup>(5)</sup> Income data was provided by HDL Coren & Cone using City of Gardena Average per Capita Personal Income.

Sources: City of Gardena, Administrative Services Department - Finance Division  
County of Los Angeles, Auditor-Controller Office/Tax Division  
HdL Coren & Cone



**City of Gardena**  
**Ratio of Outstanding Debt by Type (Continued)**  
**Last Ten Fiscal Years**

Fiscal Year	BUSINESS-TYPE ACTIVITIES			Taxable Assessed	Percent of Taxable Assessed	Debt per Capita	Average per Capita Personal Income <sup>(5)</sup>	Percent of Debt by Personal Income
	Pension Obligation Bonds	Lease payable	Total	Value <sup>(4)</sup>	Value	Capita	Income <sup>(5)</sup>	Income
2012-13	\$ -		\$ -	\$ 4,784,812,315	0.51%	408	22,651	1.80%
2013-14	-		-	4,957,766,359	0.53%	436	23,037	1.89%
2014-15	-		-	5,170,329,875	0.51%	434	23,032	1.88%
2015-16	-		-	5,453,097,097	0.47%	424	22,808	1.86%
2016-17	-		-	5,686,952,300	0.44%	409	23,246	1.76%
2017-18	-		-	6,005,395,708	0.40%	396	23,584	1.68%
2018-19	-		-	6,397,613,521	0.37%	385	24,282	1.58%
2019-20	-		-	6,800,580,594	0.33%	371	25,991	1.43%
2020-21	22,250,277	304,112	22,554,389	7,223,980,473	1.71%	2,049	27,372	7.49%
2021-22	21,592,275	158,923	21,751,198	7,508,508,782	1.79%	2,242	28,211	7.95%



## STATISTICAL SECTION

Fiscal Year 2021-22



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**City of Gardena**  
**Pledged-Revenue Coverage**  
**Last Five Fiscal Years**

Fiscal Year	Revenue	Operating Expenses	Net Available Revenue	Refunding Certificates of Participation <sup>(1)</sup>		
				Debt Service		Percent Coverage
				Principal	Interest	
2017-18	55,972,281	56,342,986	(370,705)	95,000	92,825	(1.97)
2018-19	60,267,575	67,269,131	(7,001,556)	100,000	88,075	(37.23)
2019-20	55,906,560	61,786,869	(5,880,309)	105,000	83,075	(31.27)
2020-21	79,772,701	61,625,048	18,147,653	110,000	77,825	96.62
2021-22	80,865,048	67,821,502	13,043,546	115,000	72,325	69.63

**NOTES:**

- <sup>(1)</sup> On January 24, 2007, the City issued the Refunding Revenue Bonds, Series 2007A to refund the Certificates of Participation Series 2001A. No principal and interest were paid during the fiscal year 2006-07.
- Details regarding the City's outstanding debt can be found in the notes to the financial statements.
- Shortfall in net available revenue was covered by the general fund balance

Sources: City of Gardena, Administrative Services Department - Finance Division



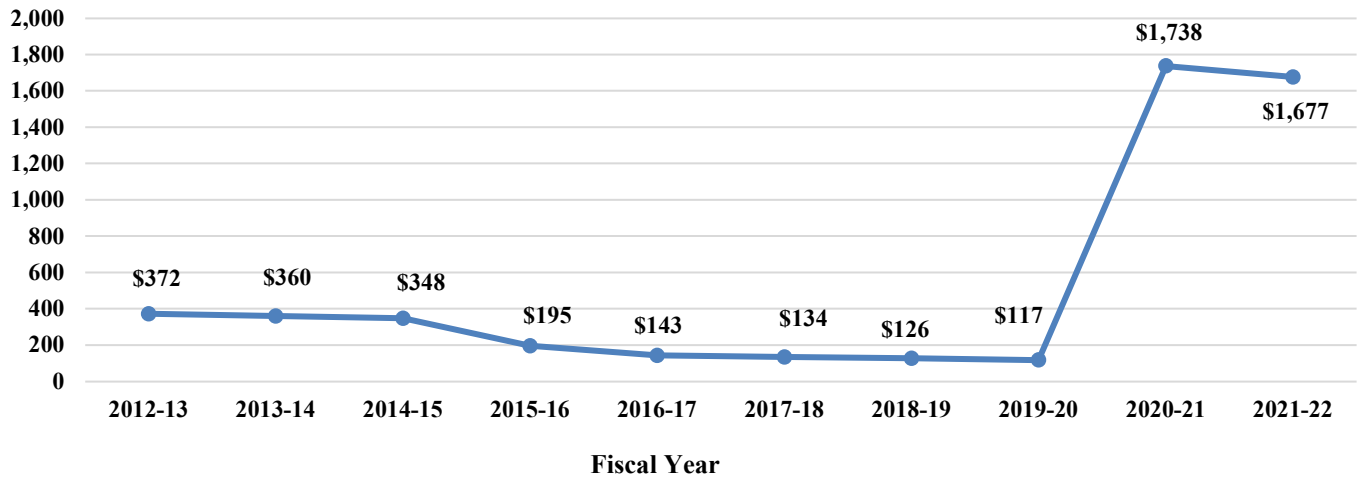
# City of Gardena

## Ratio of General Bonded Debt Outstanding

### Last Ten Fiscal Years

OUTSTANDING GENERAL BONDED DEBT							Percent of		
Fiscal Year	Population <sup>(1)</sup>	Certificates of Participation	Less: Amounts		Less: Amounts		Taxable Assessed Value	Taxable Assessed Value	Debt per Capita
			Available in Debt Service Fund <sup>(2)</sup>	Pension Obligation Bonds	Available in Debt Service Fund <sup>(3)</sup>	Total			
2012-13	59,566	21,995,000	540,000	-	-	21,455,000	4,784,812,315	0.45%	360
2013-14	60,082	21,455,000	570,000	-	-	20,885,000	4,957,766,359	0.42%	348
2014-15	60,414	12,370,000	600,000	-	-	11,770,000	5,170,329,875	0.23%	195
2015-16	60,785	11,770,000	640,000	-	-	11,130,000	5,453,097,097	0.20%	183
2016-17	60,721	9,170,000	460,000	-	-	8,710,000	5,686,952,300	0.15%	143
2017-18	61,246	8,710,000	490,000	-	-	8,220,000	6,005,395,708	0.14%	134
2018-19	61,042	8,220,000	520,000	-	-	7,700,000	6,397,613,521	0.12%	126
2019-20	60,937	7,700,000	550,000	-	-	7,150,000	6,800,580,594	0.11%	117
2020-21	60,344	7,150,000	585,000	101,280,000	2,995,000	104,850,000	7,223,980,473	1.45%	1,738
2021-22	59,947	6,565,000	625,000	98,285,000	3,665,001	100,559,999	7,508,508,782	1.34%	1,677

### General Bonded Debt Outstanding per Capita Last Ten Fiscal Years



Source: <sup>(1)</sup> State of California, Finance Department.

<sup>(2)</sup> This is the amount restricted for the COP debt service principal payments.



# City of Gardena

## Direct and Overlapping Bonded Debt

### June 30, 2022

	<b>2021-22 Assessed Valuation:</b>	<b>\$7,508,508,782</b>		
	<b>2021-22 Population:</b>	<b>59,947</b>		
	<b>Total Debt</b>	<b>06/30/2022</b>	<b>Percent Applicable To City</b>	<b>City's Share of Debt 06/30/2022</b>
<b>Direct Debt</b>				
GARDENA GENERAL FUND OBLIGATIONS	112,662,082	100.000 %		112,662,082
<b>Total Direct Debt</b>	<b>112,662,082</b>			<b>112,662,082</b>
<b>OVERLAPPING DEBT</b>				
METROPOLITAN WATER DISTRICT	9,835,780	0.454 %		44,687
LA CCD DS 2003 TAXABLE SERIES 2004B	2,115,000	0.751 %		15,874
LA CCD DS 2001 TAXABLE SERIES 2004A	31,555,000	0.751 %		236,839
LA CCD DS 2008, 2009 TAXABLE SER B	75,000,000	0.751 %		562,920
LA CCD DS 2008, 2010 TAX SERIES D	125,000,000	0.751 %		938,200
LA CCD DS 2008, 2010 TAX SER E (BABS)	900,000,000	0.751 %		6,755,043
LA CCD DS 2013	13,000,000	0.751 %		97,573
LA CCD DS 2013 REF BONDS	8,380,000	0.751 %		62,897
LA CCD DS 2008 SERIES G	30,765,000	0.751 %		230,910
LA CCD DS 2015 REF SERIES A	144,260,000	0.751 %		1,082,758
LA CCD DS 2015 REF SERIES B	14,965,000	0.751 %		112,321
LA CCD DS 2015 REF SERIES C	178,565,000	0.751 %		1,340,238
LA CCD DS 2008 SERIES I	184,220,000	0.751 %		1,382,682
LA CCD DS 2008 SERIES J	173,020,000	0.751 %		1,298,620
LA CCD DS 2016 REF BONDS	239,880,000	0.751 %		1,800,444
LA CCD DS 2020 REF BONDS	1,750,350,000	0.751 %		13,137,433
LA CCD DS 2016 SERIES C	275,440,000	0.751 %		2,067,343
LOS ANGELES UNIF DS 2002 SERIES E (BABS)	200,000,000	0.917 %		1,834,917
LOS ANGELES UNIF DS 2005 SERIES H	207,560,000	0.917 %		1,904,276
LOS ANGELES UNIF MEASURE R SERIES KRY BABS	363,005,000	0.917 %		3,330,420
LOS ANGELES UNIF MEASURE Y 2009 SERIES RY BABS	806,795,000	0.917 %		7,402,008
LOS ANGELES UNIF MEASURE R 2010 SERIES RY BABS	477,630,000	0.917 %		4,382,056
LOS ANGELES UNIF MEASURE Y 2010 SERIES RY BABS	772,955,000	0.917 %		7,091,540
LOS ANGELES UNIF DS 2005 2010 SERIES J-1 QSCBS	115,480,000	0.917 %		1,059,481
LOS ANGELES UNIF DS 2005 2010 SERIES J-2 QSCBS	60,710,000	0.917 %		556,989
LOS ANGELES UNIF DS 2012 REFUNDING BOND SERIES A	27,435,000	0.917 %		251,705
LOS ANGELES UNIF DS 2014 REF BOND SERIES A	17,090,000	0.917 %		156,794
LOS ANGELES UNIF DS 2014 REF BOND SERIES B	20,480,000	0.917 %		187,895
LOS ANGELES UNIF DS 2014 REF BOND SERIES C	100,155,000	0.917 %		918,880
LOS ANGELES UNIF DS 2014 REF BOND SERIES D	713,850,000	0.917 %		6,549,276
LOS ANGELES UNIF DS 2015 REF BONDS SERIES A	95,430,000	0.917 %		875,530
LOS ANGELES UNIF DS 2008 SERIES A 2016	164,550,000	0.917 %		1,509,678
LOS ANGELES UNIF DS 2016 REF BONDS SERIES A	359,570,000	0.917 %		3,298,905
LOS ANGELES UNIF DS 2016 REF BONDS SERIES B	238,230,000	0.917 %		2,185,661
LOS ANGELES UNIF DS 2017 REF BONDS SER A PROP BB	498,240,000	0.917 %		4,571,144
LOS ANGELES UNIF DS 2017 REF BONDS SER A MEAS K	109,935,000	0.917 %		1,008,608
LOS ANGELES UNIF DS 2005 SERIES M 1 2018	921,240,000	0.917 %		8,451,993
LOS ANGELES UNIF DS 2008 SERIES B 1 2018	108,220,000	0.917 %		992,873
LOS ANGELES UNIF DS 2019 REF 2002 SER D MEAS K	1,007,820,000	0.917 %		9,246,328
LOS ANGELES UNIF DS 2019 REF 2004 SER I MEAS R	135,105,000	0.917 %		1,239,532
LOS ANGELES UNIF DS 2019 REF 2005 SER F MEAS Y	299,825,000	0.917 %		2,750,769
LOS ANGELES UNIF MEASURE R 2020 SERIES RYQ	81,115,000	0.917 %		744,196
LOS ANGELES UNIF MEASURE Y 2020 SERIES RYQ	29,955,000	0.917 %		274,825
LOS ANGELES UNIF MEASURE Q 2020 SERIES RYQ	151,450,000	0.917 %		1,389,491
LOS ANGELES UNIF DS MEASURE Q SER C 2020	603,245,000	0.917 %		5,534,521
LOS ANGELES UNIF 2020 REF A MEAS K	108,865,000	0.917 %		998,791
LOS ANGELES UNIF 2020 REF A MEAS R	108,375,000	0.917 %		994,295
LOS ANGELES UNIF 2020 REF A MEAS Y	74,215,000	0.917 %		680,892
LOS ANGELES UNIF 2021 REF A PROP BB	893,005,000	0.917 %		8,192,949
LOS ANGELES UNIF 2020 REF A MEAS Q	673,280,000	0.917 %		6,177,063
<b>Total Overlapping Debt</b>	<b>14,701,165,780</b>	<b>0.917 %</b>		<b>127,911,066</b>
<b>Total Direct and Overlapping Debt</b>				<b>\$ 240,573,148</b>

(1) Percentage of overlapping agency's assessed valuation located within boundaries of the City.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue, and tax allocation bonds, and non-bonded capital lease obligations.

<b>Ratios to 2020-21 Assessed Valuation</b>	<b>Per Capita</b>
-Direct Debt.....	1.50% 1,879
-Overlapping Debt.....	1.70% 2,134
-Total Debt.....	3.20% 4,013

**STATE SCHOOL BUILDING AID REPAYABLE AS OF 6/30/2022: \$0**



**City of Gardena**  
**Legal Debt Margin Information**  
**Last Ten Fiscal Years**

	Fiscal Year				
	21-22	20-21	19-20	18-19	17-18
Assessed valuation	\$7,508,508,782	\$7,223,980,473	\$6,800,580,594	\$6,397,613,521	\$6,005,395,708
Conversion percentage	25%	25%	25%	25%	25%
Adjusted assessed valuation	1,877,127,196	1,805,995,118	1,700,145,149	1,599,403,380	1,501,348,927
Debt limit percentage	15%	15%	15%	15%	15%
Debt limit	\$281,569,079	\$270,899,268	\$255,021,772	\$239,910,507	\$225,202,339
Total net debt applicable to limit: General obligation bonds	-	-	-	-	-
Legal debt margin	\$281,569,079	\$270,899,268	\$255,021,772	\$239,910,507	\$225,202,339
Total debt applicable to the limit as a percentage of debt limit	- 0%	- 0%	- 0%	- 0%	- 0%

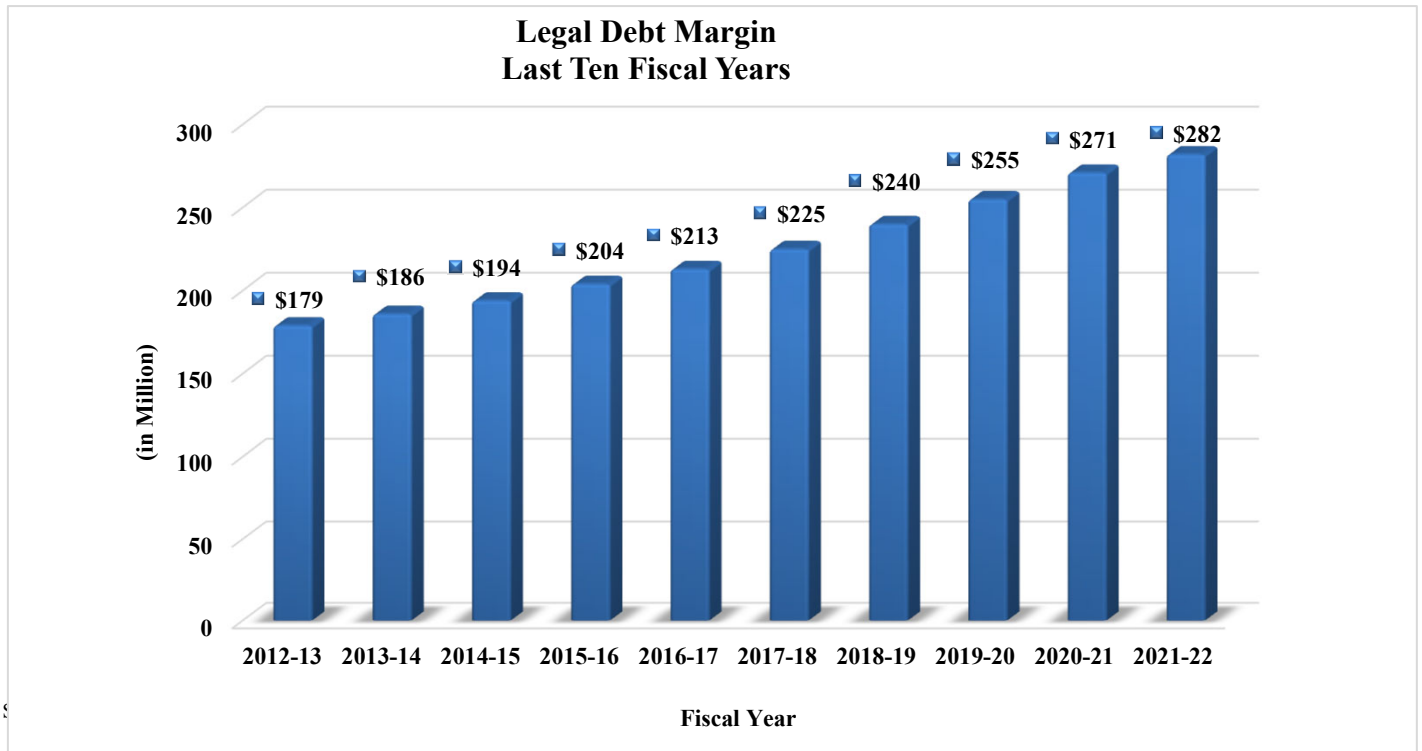
Section 43605 of the Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% OF MARKET VALUE. Effective with 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The Computations shown above reflect a conversion of assessed valuation data for each fiscal year from current full valuation perspective to the 25% level that was in effect at the time the legal debt margin was enacted by the State of California for local governments located within the State.

Source: City of Gardena, Administrative Services Department - Finance Division



**City of Gardena**  
**Legal Debt Margin Information (Continued)**  
**Last Ten Fiscal Years**

	Fiscal Year				
	16-17	15-16	14-15	13-14	12-13
Assessed valuation	\$5,686,952,300	\$5,453,097,097	\$5,170,329,875	\$4,957,766,359	\$4,784,812,315
Conversion percentage	25%	25%	25%	25%	25%
Adjusted assessed valuation	1,421,738,075	1,363,274,274	1,292,582,469	1,239,441,590	1,196,203,079
Debt limit percentage	15%	15%	15%	15%	15%
Debt limit	\$213,260,711	\$204,491,141	\$193,887,370	\$185,916,238	\$179,430,462
Total net debt applicable to limit: General obligation bonds	-	-	-	-	-
Legal debt margin	\$213,260,711	\$204,491,141	\$193,887,370	\$185,916,238	\$179,430,462
Total debt applicable to the limit as a percentage of debt limit	- 0%	- 0%	- 0%	- 0%	- 0%





# City of Gardena

## Debt Service Payment Schedule

FISCAL YEAR	2006 A REF COPS			2014 TAXABLE LEASE BONDS			2007A REV REF BONDS		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2021-2022	\$ 585,000	\$ 437,509	\$ 1,022,509	\$ 65,000	\$ 440,934	\$ 505,934	\$ 115,000	\$ 72,325	\$ 187,325
2022-2023	625,000	398,910	1,023,910	65,000	438,366	503,366	120,000	66,575	186,575
2023-2024	665,000	357,759	1,022,759	70,000	435,799	505,799	125,000	60,575	185,575
2024-2025	705,000	314,056	1,019,056	70,000	433,034	503,034	130,000	54,325	184,325
2025-2026	750,000	267,641	1,017,641	75,000	429,709	504,709	135,000	47,825	182,825
2026-2027	800,000	218,196	1,018,196	75,000	426,148	501,148	145,000	41,075	186,075
2027-2028	850,000	165,561	1,015,561	80,000	422,586	502,586	155,000	33,825	188,825
2028-2029	905,000	109,577	1,014,577	85,000	418,787	503,787	160,000	25,881	185,881
2029-2030	965,000	49,924	1,014,924	815,000	414,750	1,229,750	170,000	17,681	187,681
2030-2031	300,000	9,570	309,570	1,175,000	374,000	1,549,000	175,000	8,969	183,969
2031-2032				1,235,000	315,250	1,550,250			
2032-2033				1,295,000	253,500	1,548,500			
2033-2034				1,355,000	188,750	1,543,750			
2034-2035				1,430,000	121,000	1,551,000			
2035-2036				990,000	49,500	1,039,500			
2036-2037									
2037-2038									
2038-2039									
2039-2040									
2040-2041									
<b>TOTAL</b>	<b>7,150,000</b>	<b>2,328,700</b>	<b>9,478,700</b>	<b>8,880,000</b>	<b>5,162,112</b>	<b>14,042,112</b>	<b>1,430,000</b>	<b>429,056</b>	<b>1,859,056</b>



**City of Gardena**  
**Debt Service Payment Schedule (Continued)**

FISCAL YEAR	2017 DIRECT LEASE			2020 TAXABLE PENSION OBLIGATION BONDS			2021 LEASE REVENUE BONDS		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2021-2022	\$ 280,000	\$ 14,594	\$ 294,594	\$ 2,995,000	\$ 2,972,825	\$ 5,967,825	\$ 275,000	\$ 331,216	\$ 606,216
2022-2023	280,000	8,798	288,798	3,665,000	2,938,951	6,603,951	440,000	498,000	938,000
2023-2024	285,000	2,950	287,950	4,210,000	2,891,196	7,101,196	465,000	476,000	941,000
2024-2025				4,800,000	2,827,962	7,627,962	490,000	452,750	942,750
2025-2026				5,075,000	2,746,266	7,821,266	510,000	428,250	938,250
2026-2027				5,175,000	2,641,416	7,816,416	540,000	402,750	942,750
2027-2028				5,295,000	2,518,976	7,813,976	565,000	375,750	940,750
2028-2029				5,440,000	2,377,970	7,817,970	595,000	347,500	942,500
2029-2030				5,590,000	2,227,663	7,817,663	620,000	317,750	937,750
2030-2031				5,750,000	2,067,621	7,817,621	655,000	286,750	941,750
2031-2032				5,920,000	1,897,249	7,817,249	685,000	254,000	939,000
2032-2033				6,105,000	1,714,143	7,819,143	715,000	226,600	941,600
2033-2034				6,295,000	1,521,042	7,816,042	740,000	198,000	938,000
2034-2035				6,500,000	1,315,636	7,815,636	765,000	175,800	940,800
2035-2036				6,720,000	1,097,041	7,817,041	790,000	152,850	942,850
2036-2037				6,975,000	838,052	7,813,052	810,000	129,150	939,150
2037-2038				7,245,000	569,236	7,814,236	835,000	104,850	939,850
2038-2039				7,525,000	290,014	7,815,014	860,000	79,800	939,800
2039-2040							885,000	54,000	939,000
2040-2041							915,000	27,450	942,450
<b>TOTAL</b>	<b>845,000</b>	<b>26,341</b>	<b>871,341</b>	<b>101,280,000</b>	<b>35,453,259</b>	<b>136,733,259</b>	<b>13,155,000</b>	<b>5,319,216</b>	<b>18,474,216</b>



**City of Gardena**  
**Debt Service Payment Schedule (Continued)**

FISCAL YEAR	ANNUAL BOND OBLIGATIONS		
	PRINCIPAL	INTEREST	TOTAL
2021-2022	\$ 4,315,000	\$ 4,269,401	\$ 8,584,401
2022-2023	5,195,000	4,349,599	9,544,599
2023-2024	5,820,000	4,224,278	10,044,278
2024-2025	6,195,000	4,082,126	10,277,126
2025-2026	6,545,000	3,919,691	10,464,691
2026-2027	6,735,000	3,729,585	10,464,585
2027-2028	6,945,000	3,516,698	10,461,698
2028-2029	7,185,000	3,279,715	10,464,715
2029-2030	8,160,000	3,027,768	11,187,768
2030-2031	8,055,000	2,746,910	10,801,910
2031-2032	7,840,000	2,466,499	10,306,499
2032-2033	8,115,000	2,194,243	10,309,243
2033-2034	8,390,000	1,907,792	10,297,792
2034-2035	8,695,000	1,612,436	10,307,436
2035-2036	8,500,000	1,299,391	9,799,391
2036-2037	7,785,000	967,202	8,752,202
2037-2038	8,080,000	674,086	8,754,086
2038-2039	8,385,000	369,814	8,754,814
2039-2040	885,000	54,000	939,000
2040-2041	915,000	27,450	942,450
<b>TOTAL</b>	<b>132,740,000</b>	<b>48,718,684</b>	<b>181,458,684</b>

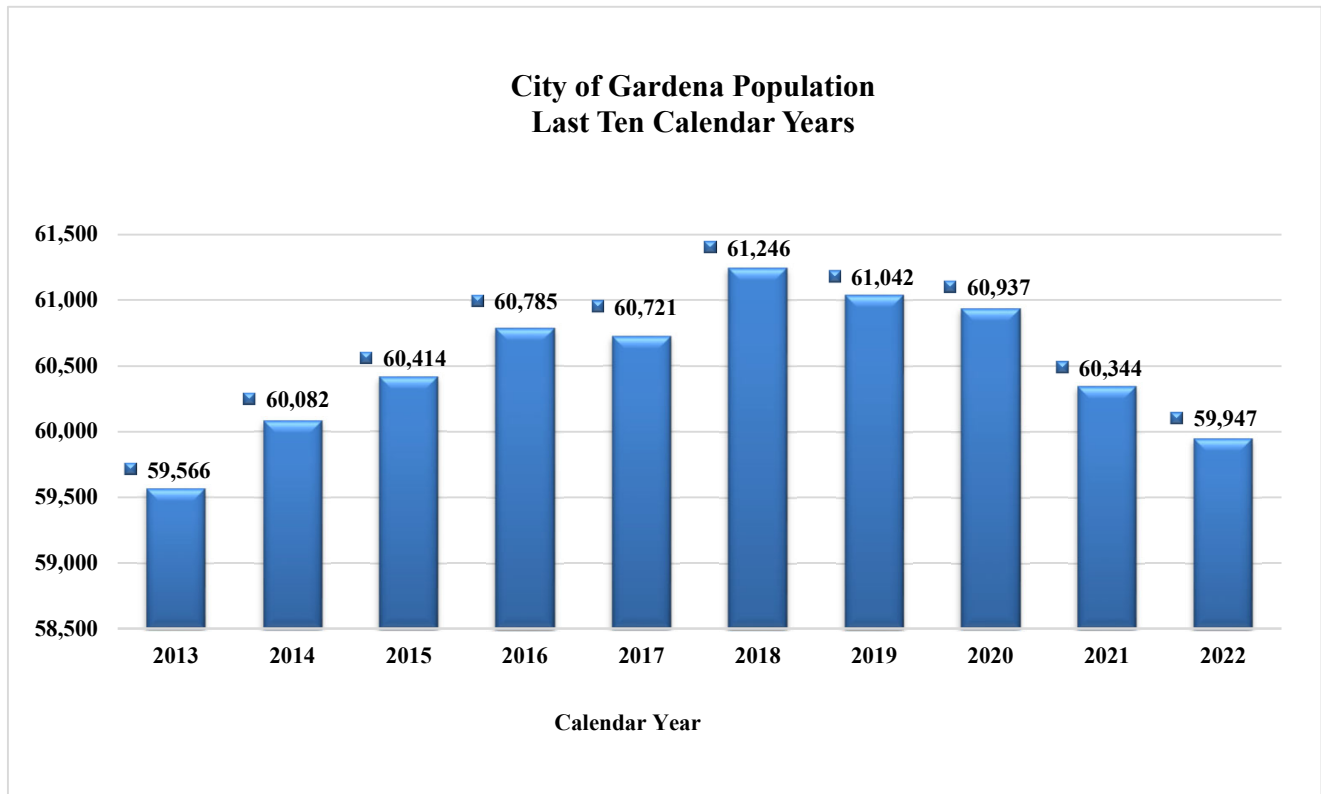


# City of Gardena

## Demographic and Economic Statistics

### Last Ten Calendar Years

Year	City of Gardena Housing Units	City of Gardena Population (1)	Average Annual Percentage Increase	Los Angeles County Population (1)	Average Annual Percentage Increase	Gardena Personal Income (1,000s) (2)	Per Capita Personal Income (2)	LAUSD Enrollment (3)	Gardena Employment (4)	Gardena Unemployment Rate (4)
2013	21,501	59,566	0.75%	9,958,091	0.74%	1,349,229	22,651	655,716	27,100	7.10%
2014	21,629	60,082	0.87%	10,041,797	0.84%	1,384,109	23,037	651,322	27,700	8.20%
2015	21,649	60,414	0.55%	10,136,559	0.94%	1,384,454	23,032	643,493	28,200	6.70%
2016	21,714	60,785	0.61%	10,400,000	2.60%	1,386,384	22,808	664,774	29,000	5.20%
2017	21,815	60,721	-0.11%	10,271,018	-1.24%	1,411,571	23,246	713,871	29,500	4.40%
2018	21,815	61,246	0.86%	10,163,507	-1.05%	1,444,440	23,584	694,096	29,300	4.80%
2019	22,092	61,042	-0.33%	10,105,518	-0.57%	1,482,260	24,282	673,849	29,000	4.70%
2020	22,137	60,937	-0.17%	10,079,000	-0.26%	1,583,855	25,991	464,731	24,900	4.50%
2021	22,371	60,344	-0.97%	10,044,458	-0.34%	1,651,792	27,372	628,468	27,400	9.80%
2022	22,761	59,947	-0.66%	9,861,224	-1.82%	1,691,219	28,211	565,479	27,900	4.80%



**NOTES:**

- (1) State of California, Finance Department.
- (2) Income data was provided by HDL Coren & Cone using City of Gardena Average per Capita Personal Income.
- (3) Student Enrollment is from LAUSD website. LAUSD does not have breakdown per City count.
- (4) Employment and Unemployment rates are provided by the EDD's Labor Market Information Division.



**City of Gardena**  
**Ten Principal Employers**  
**Current Year and Nine Years Ago**

Employer	Business Type	2022*		2013	
		Number of Employees	Percent of Total Employment	Number of Employees	Percent of Total Employment
United Parcel Service Inc.	Delivery	789	2.83%		
Gardena Memorial Hospital	Hospital services	750	2.69%		
Nissin Foods Company	Manufacturing	550	1.97%		
Hustler Casino	Casino	465	1.67%		
Air Fayre	Airline caterers	289	1.04%		
Avcorp	Manufacturing parts	289	1.04%		
Larry Flynt's Lucky Lady Casino	Casino	245	0.88%		
Southwest Offset Printing	Book binding and printing	235	0.84%		
Kindred Hospital South Bay	Hospital services	225	0.81%		
Target	Retail	200	0.72%		
Gardena Memorial Hospital				735	2.71%
Hustler Casino				720	2.66%
United Parcel Service Inc.				678	2.50%
Hitco Carbon Composites, Inc.				505	1.86%
Normandie Club, LP				409	1.51%
Southwest Offset Printing				371	1.37%
Ramona's Mexican Food				240	0.89%
Nissin Foods Company				225	0.83%
Target				200	0.74%
Sam's Club				160	0.59%
Total top ten employers		4,037		4,243	
Total City Employment <sup>1</sup>		27,900		27,100	

\*Used 2020 employment data as 2022 was unavailable

NOTE: Non-Governmental Employers.

Several potential businesses that may qualify for Top 10 ranking. However, current employee counts were unattainable at the time of report preparation. Previous historical data is not available.

<sup>1</sup>Total City employment provided by EDD-Labor Market Information Division.

SOURCE: Economic Development Staff



# City of Gardena

## Unemployment Rates

### Last Five Calendar Years

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#### Employment

The following table shows unemployment information for the United States (the "Federal"), California (the "State"), Los Angeles County (the "County") and the City of Gardena (the "City") for calendar years 2018 through 2022.

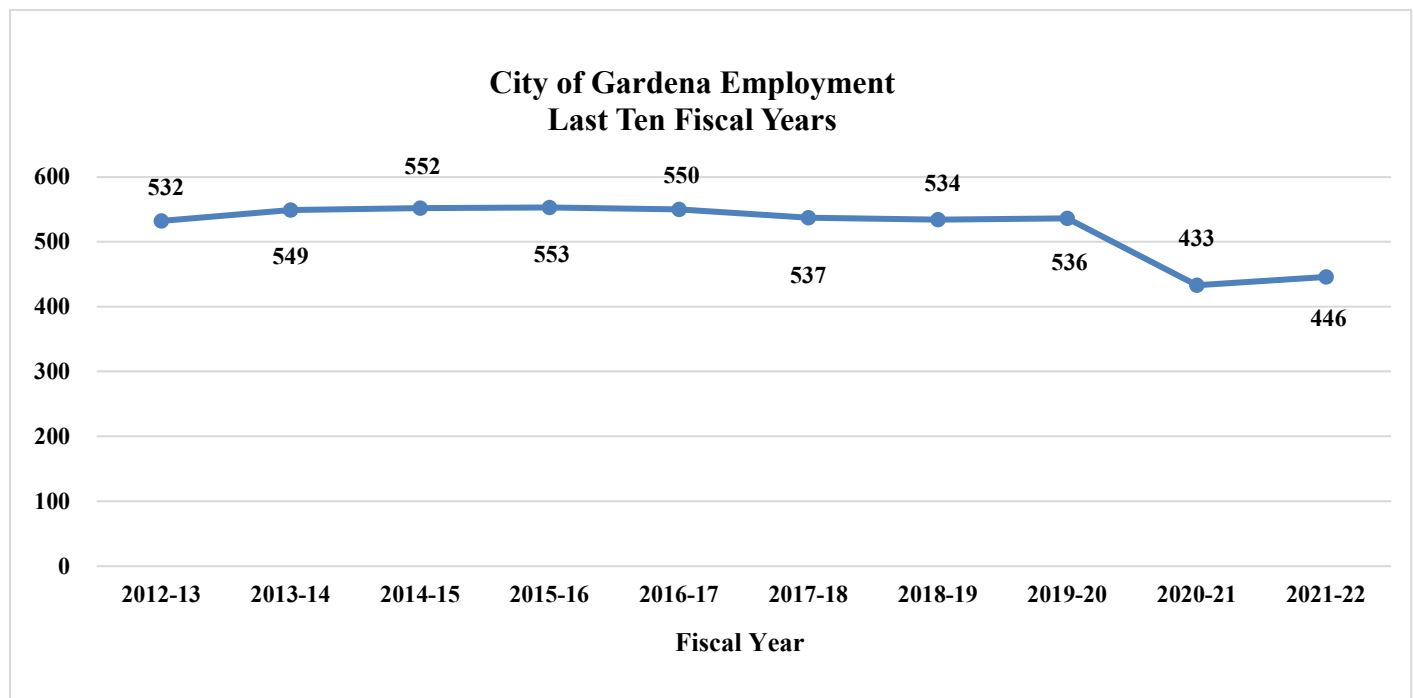
	<u><b>2022</b></u>	<u><b>2021</b></u>	<u><b>2020</b></u>	<u><b>2019</b></u>	<u><b>2018</b></u>
Federal Unemployment Rate	3.5%	4.8%	8.4%	3.7%	4.0%
State Unemployment Rate	3.9	6.4	10.8	4.0	4.2
County Unemployment Rate	4.8	9.7	15.1	4.5	4.8
City Unemployment Rate	4.8	9.8	15.2	4.7	4.8

Source: State of California Employment Development Department; Los Angeles-Long Beach Metropolitan Statistical Area and United States Bureau of Labor Statistics.



**City of Gardena**  
**Full-Time and Part-Time City Employees**  
**by Function**  
**Last Ten Fiscal Years**

Function	Fiscal Year									
	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13
General government	120	115	151	181	209	186	181	181	181	168
Public safety	124	126	149	140	142	154	160	157	162	158
Public works	46	44	56	47	31	51	50	50	47	45
Community development	15	12	15	18	15	19	18	17	16	16
Transit - Bus line	141	136	165	148	140	140	144	147	143	145
Total	446	433	536	534	537	550	553	552	549	532



Source: City of Gardena, Administrative Services Department - Finance Division



## City of Gardena Employee Union Representation

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<u>Name of Union</u>	<u>Number of Employees Represented as of June 30, 2022</u>	<u>Number of Employees Represented as of June 30, 2021</u>	<u>Number of Employees Represented as of June 30, 2020</u>	<u>Number of Employees Represented as of June 30, 2019</u>	<u>Expiration of Contract</u>
Gardena Municipal Employees Association	224	220	253	273	6/30/2025
Gardena Management Employees Organization	19	21	19	19	6/30/2025
Gardena Police Officers Association	84	86	79	76	7/31/2024
Gardena Police Executive Association	6	6	7	10	N/A
	333	333	358	378	

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Source: City of Gardena



**City of Gardena**  
**Operating Indicators**  
**by Function**  
**Last Ten Fiscal Years**

Function	Fiscal Year									
	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13
Police:										
Arrests	1,674	1,547	1,761	2,183	2,901	2,642	2,423	4,499	3,251	3,333
Number of parking citations issued	20,293	30,000	27,568	29,868	29,254	23,145	22,665	11,203	24,622	26,615
Public works:										
Street resurfacing (miles)	3.58	2.25	5.68	19.06	0.49	4.52	2.95	7.00	3.38	5.15
Traffic lights and signals	91	91	91	91	91	91	90	89	88	88
Parks and recreation:										
Number of recreation classes	272	0	432	1,374	1,226	1,410	1,466	1,150	1,080	1,232
Number of facility rentals	584	0	53	1,977	1,112	1,222	1,221	1,164	1,072	876
Transit:										
Number of customers served <sup>(1)</sup>	1,606,377	1,203,880	2,406,910	2,943,363	3,110,354	3,094,180	3,610,718	3,687,038	3,689,142	3,761,506

NOTE:

<sup>(1)</sup> Fiscal Year 2017-18 data includes Fixed Route and Demand Response customers. Prior Year data includes Fixed Route only.

Source: City of Gardena, Administrative Services Department



**City of Gardena**  
**Capital Asset Statistics**  
**by Function**  
**Last Ten Fiscal Years**

Function	Fiscal Year									
	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Public works:										
Streets (miles)										
-Two lanes street	83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0
-Four lanes street	25.0	25.0	25.0	25.0	25.0	25.0	25.0	50.0	50.0	50.0
-Alley	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
-Sidewalks	113.5	113.5	113.5	113.5	113.5	113.5	113.5	113.5	113.5	113.5
Street lights										
-Edison maintenance <sup>(1)</sup>	3,250	3,337	3,337	3,392	3,327	3,321	3,350	3,319	3,181	3,229
-City maintenance	194	193	193	194	191	198	385	197	192	192
Traffic signals	69	69	69	69	69	69	70	69	68	68
Traffic signals (shared)	22	22	22	22	22	22	23	20	20	20
Parks and recreation:										
Number of parks	6	6	6	6	6	6	6	6	6	6
Number of parkette	1	1	1	1	1	1	1	1	1	1
Number of municipal pool	1	1	1	1	1	1	1	1	1	1
Number of gymnasiums	2	2	2	2	2	2	2	2	2	2
Community center	1	1	1	1	1	1	1	1	1	1
Transit:										
Stations	1	1	1	1	1	1	1	1	1	1
Bus stops	492	492	492	492	492	595	595	595	595	649

NOTES:

<sup>(1)</sup> Streetlights maintained by Southern California Edison Company.

Source: City of Gardena, Administrative Services Department - Finance Division



## STATISTICAL SECTION

Fiscal Year 2021-22



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

**Independent Auditors' Report**

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gardena, California ("City"), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 8, 2022.

**Report on Internal Control Over Financial Reporting**

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

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

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



## **Report on Compliance and Other Matters**

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

## **Purpose of this Report**

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

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

Santa Ana, California  
December 8, 2022



# **City of Gardena Family Child Care Program**

Gardena, California

## **Independent Auditors' Reports and Financial Statements**

*For the Year Ended June 30, 2022*









**City of Gardena Family Child Care Program  
For the Year Ended June 30, 2022**

**Table of Contents**

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	<u>Page</u>
<b>General Information.....</b>	<b>i</b>
<b>Independent Auditors' Report on the Financial Statements .....</b>	<b>1</b>
<b>Financial Statements:</b>	
Balance Sheet.....	7
Statement of Revenues, Expenditures, and Change in Fund Balance.....	8
Notes to the Financial Statements. ....	11
<b>Supplementary Information:</b>	
Reserve Fund Calculation – Center Based Program .....	17
Schedule of Expenditures by State Categories.....	18
Schedule of Claimed Administrative Costs.....	19
Schedule of Claimed Equipment Expenditures.....	20
Schedule of Claimed Expenditures for Renovations and Repairs.....	21
Audited Attendance and Fiscal Report for Child Development Programs .....	23
Audited Reserve Account Activity Report.....	29
Notes to the Child Care and Development Programs Supplemental Information.....	31
<b>Other Required Information:</b>	
<b>Report on Internal Control Over Financial Reporting and on         Compliance (Including Those Contained in the <i>CDSS Audit Guide</i>) and Other Matters         Based on an Audit of the Program's Financial Statements         Performed in Accordance with <i>Government Auditing Standards</i> .....</b>	<b>33</b>
<b>Report on Compliance for the Family Child Care Program Required by         California Department of Social Services Audit Guide and         Report on Internal Control Over Compliance.....</b>	<b>35</b>
Schedule of Findings and Questioned Costs .....	38



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**City of Gardena Family Child Care Program  
For the Year Ended June 30, 2022**

**General Information**

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**Name of Agency**

City of Gardena  
Recreation and Human Services Department  
1651 West 162<sup>nd</sup> Street  
Gardena, California 90247

**Program Numbers**

19-2180-00-1 (CCTR-1084)

**Director of Recreation and Human Services Department**

Stephany Santin

**City Manager**

Clint Osorio

**Period Covered**

The Fiscal Year Ended June 30, 2022

**Days of Operation**

254

**Hours of Operation**

Family day care homes' hours are slightly flexible, generally opening at 6:00 am and closing at 6:00 pm.



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## INDEPENDENT AUDITORS' REPORT

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

### Opinion

We have audited the accompanying financial statements of the City of Gardena, California (the “City”) Family Child Care Program (the “Program”), which comprise the balance sheet as of June 30, 2022 and the related statement of revenues, expenditures, and change in fund balance for the year then ended, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Program as of June 30, 2022, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standard applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors’ Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and the Program and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Emphasis of Matter

As discussed in Note 1, the financial statements present only the Program and do not purport to, and do not, present fairly the financial position of the City of Gardena, California, as of June 30, 2022, the changes in its financial position, or where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Program's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Program's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Program's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Required Supplementary Information**

Management has omitted Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.



### **Supplementary Information**

Our audit was conducted for the purpose forming an opinion on the financial statements of the Program. The Supplementary Information are presented for purposes of additional analysis and are not a required part of the financial statements of the Program. The Supplementary Information consists of the Reserve Fund Calculation – Center Based Program, the Schedule of Expenditures by State Categories, the Schedule of Claimed Administrative Costs, the Schedule of Claimed Equipment Expenditures, the Schedule of Claimed Expenditures for Renovations and Repairs, the Audited Attendance and Fiscal Report for Child Development Programs, and the Audited Reserve Account Activity Report, are the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the Program’s financial statements.

The information has been subjected to the auditing procedures applied in the audit of the Program’s financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Reserve Fund Calculation – Center Based Program, the Schedule of Expenditures by State Categories, the Schedule of Claimed Administrative Costs, the Schedule of Claimed Equipment Expenditures, the Schedule of Claimed Expenditures for Renovations and Repairs, the Audited Attendance and Fiscal Report for Child Development Programs, and the Audited Reserve Account Activity Report are fairly stated, in all material respects, in relation to the Program’s financial statements as a whole.

### **Other Information**

Management is responsible for the other information included in the Program’s financial statements. The other information comprises the introductory and general information but does not include the Program’s financial statements and our auditor’s report thereon. Our opinion on the Program’s financial statements do not cover the other information and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the Program’s financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the Program’s financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 8, 2022, on our consideration of the City’s internal control over the Program’s financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City’s internal control over Program’s financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City’s internal control over the Program’s financial reporting and compliance.

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

Santa Ana, California  
November 8, 2022



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## **FINANCIAL STATEMENTS**



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**City of Gardena Family Child Care Program**  
**Balance Sheet**  
**June 30, 2022**

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**ASSETS:**

Cash and investments	\$ 7,979
Cash and investments - reserve fund	140,989
Accounts receivable	2,517
Due from other governments	587,670
Prepaid items	<u>3,045</u>
<b>Total assets</b>	<u><u>\$ 742,200</u></u>

**LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE**

**LIABILITIES:**

Accounts payable	\$ 220,869
Salaries and benefits payable	<u>33,710</u>
<b>Total liabilities</b>	<u>254,579</u>

**DEFERRED INFLOWS OF RESOURCES:**

Unavailable Revenue	<u>6,371</u>
<b>Total deferred inflows of resources</b>	<u>6,371</u>

**FUND BALANCE:**

Restricted	<u>481,250</u>
<b>Total fund balance</b>	<u>481,250</u>
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<u><u>\$ 742,200</u></u>



**City of Gardena Family Child Care Program**  
**Statement of Revenues, Expenditures, and Change in Fund Balance**  
**For the Year Ended June 30, 2022**

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**REVENUES:**

Intergovernmental	\$ 3,156,882
Interest income	<u>1,394</u>
<b>Total revenues</b>	<u><u>3,158,276</u></u>

**EXPENDITURES:**

Current:	
Salaries	465,877
Employee benefits	218,121
Books and supplies	44,839
Services, building and occupancy	79,282
Payments to providers	1,953,314
Other operating expenditures	<u>80,812</u>
<b>Total expenditures</b>	<u><u>2,842,245</u></u>

<b>NET CHANGE IN FUND BALANCE</b>	316,031
-----------------------------------	---------

**FUND BALANCE:**

Beginning of Year	<u>165,219</u>
End of Year	<u><u>\$ 481,250</u></u>



## **NOTES TO THE FINANCIAL STATEMENTS**



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**City of Gardena Family Child Care Program**  
**Notes to the Financial Statements**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies**

***A. Reporting Entity***

The accompanying financial statements of the City of Gardena, California (the “City”) Family Child Care Program (the “Program”) includes the financial activities of the City’s child care program. The financial operations of the Program are accounted for in the Family Child Care Fund (the “Fund”) of the City. The City’s child care program provides funding to child care facilities for children that are ages infant to twelve years.

***B. Measurement Focus Basis of Accounting***

The financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and to meet the requirements of the California Department of Social Services (“CDSS”).

The Program’s financial activities are reported using “current financial resources” measurement focus and the modified accrual basis of accounting where revenues are recognized in the accounting period in which they become measurable and available to pay liabilities of the current period. Revenues considered susceptible to accrual include charges for services, federal and state grants and interest. For these purposes, the Program considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Expenditures are recognized in the accounting period in which the liability is incurred.

The accompanying financial statements are not intended to and does not present the financial position or results of operations of the City. It also is not intended to be a complete presentation of the changes in financial position of the Program.

***C. Cash and Investments***

The Program’s cash is pooled with the City’s internal investment pool, which is considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from the date of acquisition.

***D. Prepaid items***

Certain payments to vendors reflect costs applicable to future accounting periods and are reported as prepaid items in the financial statements.

***E. Deferred Inflows of Resources***

In addition to liabilities, the governmental fund balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Program has one item reported in this category. The item arises only under a modified accrual basis of accounting for unavailable revenue. The governmental funds report unavailable revenues from one source: grant revenues. This amount is deferred and recognized as an inflow of resources in the period that the amounts become available.



**City of Gardena Family Child Care Program**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

---

**Note 1 – Summary of Significant Accounting Policies (Continued)**

***F. Fund Balance***

The Program only has restricted fund balance as defined below:

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, grantors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

***G. Use of Estimates***

The preparation of the financial statements is prepared in accordance with U.S. GAAP and it requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Note 2 – Cash and Investments**

The Program's share of the City's cash and investments at June 30, 2022 was \$148,968.

Cash is deposited in the City's internal investment pool, which is reported at the amortized cost. The Program does not own specifically identifiable securities in the City's pool. Interest income is allocated based on average cash balances. Investment policies and associated risk factors applicable to the Program are those of the City and are included in the City's basic financial statements.

**Note 3 – Reserve account**

Child development contractors with the CDSS are allowed to maintain a reserve account from earned but unexpended child development contract funds. Only direct service child development programs that are funded under contract with the CDSS can expend the funds. In accordance with the stipulations of the Social Services Code, the Program maintains its reserve account in an interest-bearing account, and all interest earned is recorded in the appropriate reserve account at June 30, 2022, the Reserve account amounted to \$140,989. Upon termination of all child care contracts between the City and CDSS, the reserve account balance must be returned to CDSS.

The reserve account is restricted for child development programs, but may be applied to any contracts that are eligible to contribute to that particular program type.

**Note 4 – Parent Fees**

Parent fees represent the portion of child care expenses that are paid by parents who do not qualify for the full subsidy. The parents pay the Program directly for their portion of the child care expenses. Due to the COVID-19 pandemic, the CDSS waived all parent fees for the year ended June 30, 2022.



**City of Gardena Family Child Care Program**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 5 – Child Development Contracts**

The Program contracts with the CDSS to conduct a child development program. Program reimbursement is the lesser of allowable costs incurred and a maximum funding amount. For the year ended June 30, 2022, the Program earned \$3,284,266 (excluding the \$1,394 of interest income) of the maximum contract amount of \$3,285,659 from contract number CCTR-1084. The program reported total program revenues in the amount of \$3,156,882 from contract numbers CCTR-1084 and CCTR-9077 for the year ended June 30, 2022.

The Program had the following grant expenditures and corresponding grant receipts for the year ended June 30, 2022 for contract numbers CCTR-1084 and CCTR-9077:

	Contract Number	Grant Award Amount	Grant Revenues Recognized	Parent Fees, Miscellaneous, and Interest Income	Grant Expenditures
<b>Federal Grants:</b>					
Child Development	CCTR-1084	\$ 1,154,139	\$ 1,117,779	\$ 1,394	\$ 1,119,173
Total federal grants		1,154,139	1,117,779	1,394	1,119,173
<b>State Grants:</b>					
Child Development	CCTR-1084	\$ 2,131,520	\$ 2,064,362	\$ -	\$ 1,723,072
Child Development	CCTR-9077	-	(25,259)	-	-
Total state grants		2,131,520	2,039,103	-	1,723,072
<b>Total</b>		<b>\$ 3,285,659</b>	<b>\$ 3,156,882</b>	<b>\$ 1,394</b>	<b>\$ 2,842,245</b>

**Note 6 – Pension Plan**

The Program, as part of the City, contributes to the California Public Employees Retirement System (“CalPERS”), an agent multiple-employer defined benefit pension plan. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. The Program is charged by the City for its share of pension contributions based upon rates established by CalPERS for the City’s general employees. For the year ended June 30, 2022, the Program reported \$109,990 in pension contribution, including unfunded accrued liability contribution allocated to the Program.

For more detailed information about the City’s CALPERS pension plan, refer to the City’s 2022 Annual Comprehensive Financial Report.

**Note 7 – Indirect Cost Allocation**

Certain general and administrative costs are allocated to the Program by the City. The City’s indirect cost rate of 10% was determined through a cost allocation plan and met the CDSS maximum allowed rate.

For the year ended June 30, 2022, the indirect cost allocated to the Program amounted to \$80,812.



**City of Gardena Family Child Care Program**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 8 – Self-Insurance Program**

The Program is part of the City’s self-insurance program for state unemployment insurance and employee long-term disability. The City is self-insured for the first \$750,000 on each workers’ compensation claims, and \$750,000 on each general liability claim against the City. During the year ended June 30, 2022, the Program was not charged by the City’s Self-Insurance Liability Fund for liability claims.

**Note 9 – Commitments and Contingencies**

The Program receives state and federal funds for child development services that are subject to review and audit by the grantors. Although such audits could result in disallowed expenditures under terms of the grants, it is believed that any repayments resulting from disallowances will not be material.

**Note 10 – Reconciliation from Restricted Fund Balance to Reserve Ending Balance**

The following is the reconciliation of restricted fund balance from the financial statements to Form 9530-A for the year ended June 30, 2022:

	2022
Restricted Fund Balance	\$ 481,250
Plus: Carryover reserve from prior year earned contract amount	<u>(340,261)</u>
Reserve Ending Balance	<u><u>\$ 140,989</u></u>



## **SUPPLEMENTARY INFORMATION**



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**City of Gardena Family Child Care Program**  
**Vendor Number: 2180**  
**Reserve Fund Calculation - Center Based Program**  
**For the Year Ended June 30, 2022**

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Reserve  
Amount

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**Project No. 19-2180-00-1 (Center Based)**

**Contract No. CCTR-1084**

The allowable amount to transfer to (from) the Center Based Reserve Fund is the lesser of the following three calculations:

1. 
$$\frac{\$ 3,285,659}{\text{MRA}} + \frac{\$ -}{\text{Parent fees}} + \frac{\$ 948}{\text{Interest}} - \frac{\$ 2,842,245}{\text{Net cost}} = \frac{\$ 444,362}{\text{Possible Reserve Amount}}$$
2. 
$$\left( \frac{\$ 3,196,532}{\text{Service Earnings}} - \frac{\$ -}{\text{Parent fees}} - \frac{\$ 948}{\text{Interest}} \right) - \left( \frac{\$ 2,842,245}{\text{Net cost}} - \frac{\$ -}{\text{Parent fees}} - \frac{\$ 948}{\text{Interest}} \right) = \frac{\$ 354,287}{\text{Possible Reserve Amount}}$$
3. 
$$\frac{\$ 3,285,659}{\text{MRA}} \times \frac{15\%}{\text{State Allowed \%}} - \frac{\$ 140,544}{\text{Beginning Reserve}} = \frac{\$ 352,305}{\text{Possible Reserve Amount}}$$

Transfer to (from) reserve for the year ended June 30, 2022

\$ 352,305



**City of Gardena Family Child Care Program**  
**Schedule of Expenditures by State Categories**  
**For the Year Ended June 30, 2022**

	Center Based Program
	General Program CCTR-1084
<b>Expenditures</b>	
Direct payments to providers	\$ 1,953,314
<b>1000</b> Certificated salaries	85,578
<b>2000</b> Classified salaries	380,299
<b>3000</b> Employee benefits	218,121
<b>4000</b> Books and supplies	44,839
<b>5000</b> Services and other operating expenses	79,282
<b>6100/6200</b> Other approved capital outlays	-
<b>6400</b> New equipment	-
<b>6500</b> Replacement equipment	-
Depreciation or use allowance	-
Indirect costs	80,812
<b>Total expenditures claimed for reimbursement</b>	2,842,245
<b>Total supplemental expenses</b>	-
<b>Total Expenditures</b>	<u><u>\$ 2,842,245</u></u>



**City of Gardena Family Child Care Program**  
**Schedule of Claimed Administrative Costs**  
**For the Year Ended June 30, 2022**

		Center Based Program
		General Program CCTR-1084
<b>2000</b>	Classified salaries	\$ 134,383
	<b>Total salaries</b>	134,383
<b>3000</b>	Employee benefits	37,236
	<b>Total employee benefits</b>	37,236
	Postage	472
	Office supplies	5,605
<b>4000</b>	<b>Total books and supplies</b>	6,077
	Contract services	18,792
	Equipment maintenance	14,780
	Professional services	11,783
	Wireless Communications	734
	Dues and subscriptions	753
	Conferences and meetings	6,204
	Training & Education	1,393
	Rental charges	3,094
	Indirect costs	80,812
<b>5000</b>	<b>Total contracted services and other operating expenditures</b>	138,345
	<b>Total administrative expenditures</b>	\$ 316,041



**City of Gardena Family Child Care Program**  
**Schedule of Claimed Equipment Expenditures**  
**For the Year Ended June 30, 2022**

Expenditures Under \$5,000 Unit Cost			Expenditures Over \$5,000 Unit Cost With CDSS Approval		Expenditures Over \$5,000 Unit Cost Without CDSS Approval	
Cost	Item		Cost	Item	Cost	Item
\$ -	No equipment purchases using contract funds		\$ -	No equipment purchases using contract funds	\$ -	No equipment purchases using contract funds



**City of Gardena Family Child Care Program**  
**Schedule of Claimed Expenditures for Renovations and Repairs**  
**For the Year Ended June 30, 2022**

Expenditures Under \$10,000 Unit Cost			Expenditures Over \$10,000 Unit Cost With CDSS Approval			Expenditures Over \$10,000 Unit Cost Without CDSS Approval		
Cost	Item		Cost	Item		Cost	Item	
\$ -	No renovation and repair expenditures using contract funds		\$ -	No renovation and repair expenditures using contract funds		\$ -	No renovation and repair expenditures using contract funds	



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# AUDITED ATTENDANCE AND FISCAL REPORT FOR CHILD DEVELOPMENT PROGRAMS

Fiscal Year Ending

June 30, 2022

Contract Number

CCTR-1084

Vendor Code

2180

Full Name of Contractor City of Gardena Family Child Care Program

## Section 1 - Days of Enrollment Certified Children

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Infants (up to 18 months) Full-time-plus	476		476	2.8792	1,370.4992
Infants (up to 18 months) Full-time	3,994		3,994	2.4400	9,745.36
Infants (up to 18 months) Three-quarters-time (July to December 2021)	166		166	1.8300	303.78
Infants (up to 18 months) One-half-time	236		236	1.3420	316.712
Toddlers (18 up to 36 months) Full-time-plus	489		489	2.1240	1,038.636
Toddlers (18 up to 36 months) Full-time	7,586		7,586	1.8000	13,654.8
Toddlers (18 up to 36 months) Three-quarters-time (July to December 2021)	285		285	1.3500	384.75
Toddlers (18 up to 36 months) One-half-time	1,033		1,033	0.9900	1,022.67
Three Years and Older Full-time-plus	1,890		1,890	1.1800	2,230.2
Three Years and Older Full-time	14,005		14,005	1.0000	14,005
Three Years and Older Three-quarters-time (July to December 2021)	626		626	0.7500	469.5
Three Years and Older One-half-time Total Standard Rate (July 2021 through June 2022)	4,815		4,815	0.5500	2,648.25
Three Years and Older One-half-time Total Direct Service Counties (January 2022 through June 2022)*	0			Direct Service Counties	
Exceptional Needs Full-time-plus				1.8172	
Exceptional Needs Full-time				1.5400	
Exceptional Needs Three-quarters-time (July to December 2021)				1.1550	
Exceptional Needs One-half-time				0.8470	



Contract Number

CCTR-1084

Full Name of Contractor City of Gardena Family Child Care Program

## Section 1 - Days of Enrollment Certified Children (continued)

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Limited and Non-English Proficient Full-time-plus	615		615	1.2980	798.27
Limited and Non-English Proficient Full-time	2,588		2,588	1.1000	2,846.8
Limited and Non-English Proficient Three-quarters-time (July to December 2021)	67		67	0.8250	55.275
Limited and Non-English Proficient One-half-time	204		204	0.6050	123.42
At Risk of Abuse or Neglect Full-time-plus				1.2980	
At Risk of Abuse or Neglect Full-time				1.1000	
At Risk of Abuse or Neglect Three-quarters-time (July to December 2021)				0.8250	
At Risk of Abuse or Neglect One-half-time				0.6050	
Severely Disabled Full-time-plus				2.2774	
Severely Disabled Full-time				1.9300	
Severely Disabled Three-quarters-time (July to December 2021)				1.4475	
Severely Disabled One-half-time				1.0615	
<b>TOTAL CERTIFIED DAYS OF ENROLLMENT</b>	<b>39,075</b>		<b>39,075</b>	<b>N/A</b>	<b>51,013.9222</b>
<b>DAYS OF OPERATION</b>	<b>254</b>		<b>254</b>	<b>N/A</b>	<b>N/A</b>
<b>DAYS OF ATTENDANCE</b>	<b>37,338</b>		<b>37,338</b>	<b>N/A</b>	<b>N/A</b>

\*If applicable, must attach AUD9500S days of enrollment supplemental pages for direct service counties

☒ NO NON-CERTIFIED CHILDREN Check this box (omit pages 3-4) and continue to Revenue Section on page 5.



Contract Number

CCTR-1084

Full Name of Contractor

City of Gardena Family Child Care Program

Section 3 - Revenue

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Restricted Income - Child Nutrition Programs			
Restricted Income - County Maintenance of Effort (EC Section 8279)			
Restricted Income - American Rescue Plan Act (ARPA)			
Restricted Income - Other:			
Restricted Income - Subtotal			
Transfer From Reserve			
Waived Family Fees for Certified Children	104,246		104,246
Interest Earned on Child Development Apportionment Payments		948	948
Unrestricted Income - Fees for Non-Certified Children			
Unrestricted Income - Head Start			
Unrestricted Income - Other:			
Total Revenue		948	948

Comments:



Contract Number

CCTR-1084

Full Name of Contractor City of Gardena Family Child Care Program

**Section 4 - Reimbursable Expenses**

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Direct Payments to Providers (FCCH only)	1,953,314		1,953,314
1000 Certificated Salaries	85,189	389	85,578
2000 Classified Salaries	380,688	-389	380,299
3000 Employee Benefits	217,121	1,000	218,121
4000 Books and Supplies	40,647	4,192	44,839
5000 Services and Other Operating Expenses	73,194	6,088	79,282
6100/6200 Other Approved Capital Outlay			
6400 New Equipment (program-related)			
6500 Equipment Replacement (program-related)			
Depreciation or Use Allowance			
Start-up Expenses (service level exemption)			
Budget Impasse Credit			
Indirect Costs (include in Total Administrative Cost)	79,684	1,128	80,812
Non-Reimbursable (State use only)			
<b>Total Reimbursable Expenses</b>	<b>2,829,837</b>	<b>12,408</b>	<b>2,842,245</b>
Total Administrative Cost (included in Section 4 above)	311,923	4,118	316,041
Total Staff Training Cost (included in Section 4 above)			

Approved Indirect Cost Rate:

10.0%

☒ NO SUPPLEMENTAL REVENUE / EXPENSES Check this box and omit page 7.



Contract Number

CCTR-1084

Full Name of Contractor City of Gardena Family Child Care Program

## Section 7 - Summary

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Total Certified Days of Enrollment	39,075		39,075
Days of Operation	254		254
Days of Attendance	37,338		37,338
Restricted Program Income			
Transfer from Reserve			
Waived Family Fees for Certified Children	104,246		104,246
Interest Earned on Child Development Apportionment Payments		948	948
Direct Payments to Providers	1,953,314		1,953,314
Start-up Expenses (service level exemption)			
Total Reimbursable Expenses	2,829,837	12,408	2,842,245
Total Administrative Cost	311,923	4,118	316,041
Total Staff Training Cost			

Total Certified Adjusted Days of Enrollment

51,013.9222

Total Non-Certified Adjusted Days of Enrollment

Independent auditor's assurances on agency's compliance with contract funding terms and conditions and program requirements for programs that transferred to the California Department of Social Services on July 1, 2021 pursuant to WIC Section 10203(b):

Eligibility, enrollment and attendance records are being maintained as required (select YES or NO from the drop-down box):

Yes

Reimbursable expenses claimed on page 6 are eligible for reimbursement, reasonable, necessary, and adequately supported (select YES or NO from the drop-down box):

Yes

Include any comments in the comments box on page 5. If necessary, attach additional sheets to explain adjustments.



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**AUDITED RESERVE ACCOUNT  
ACTIVITY REPORT**

Fiscal Year End

June 30, 2022

Reserve Account Type

Center-Based

Vendor Code

2180

Full Name of Contractor **City of Gardena Family Child Care Program****Section 1 - Prior Year Reserve Account Activity**

1. Beginning Balance (2020–21 AUD 9530A Ending Balance)	139,522
2. Plus Transfers to Reserve Account:	Per 2020–21 Post-Audit CDNFS 9530
Contract No.CCTR-1084	1,022
Contract No.	
Contract No.	
Contract No.	
Contract No.	
Contract No.	
<b>Total Transferred from 2020–21 Contracts to Reserve</b>	<b>1,022</b>
3. Less Excess Reserve to be Billed	
<b>4. Ending Balance per 2020–21 Post-Audit CDNFS 9530</b>	<b>140,544</b>

**Section 2 - Current Year (2021–22) Reserve Account Activity**

	Column A CDNFS 9530A	Column B Audit Adjustments	Column C per Audit
5. Plus Interest Earned This Year on Reserve:		445	445
6. Less Transfers to Contracts from Reserve:			
Contract No.			
Contract No.			
Contract No.			
Contract No.			
Contract No.			
Contract No.			
<b>Total Transferred to Contracts from Reserve Account</b>			
<b>7. Ending Balance on June 30, 2022</b>	<b>140,544</b>	<b>445</b>	<b>140,989</b>

COMMENTS - If necessary, attach additional sheets to explain adjustments.



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**City of Gardena Family Child Care Program**  
**Notes to the Child Care and Development Programs Supplemental Information**  
**For the Year Ended June 30, 2022**

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In accordance with the applicable requirements from the Funding Terms & Conditions:

1. Interest expense is only allowable as a reimbursable cost in certain circumstances when it has been preapproved by the administering state department or relates to the lease purchase, acquisition, or repair or renovation of early learning and care facilities owned or leased by the contractor. No interest expense was claimed to a child development contract for the year ended June 30, 2022.
2. All expenses claimed for reimbursement under a related party rent transaction must be supported by a fair market rental estimate from an independent appraiser, licensed by the California Office of Real Estate Appraisers. Related party rent expense claimed as a reimbursable expense for the year ended June 30, 2022, was \$0.
3. Bad debt expense is unallowable unless it relates to uncollected family fees where documentation of adequate collection attempts exists. No bad debt expense was claimed to a child development contract for the year ended June 30, 2022.



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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
(INCLUDING THOSE CONTAINED IN THE *CDSS AUDIT GUIDE*) AND OTHER MATTERS  
BASED ON AN AUDIT OF THE PROGRAM'S FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

**Independent Auditors' Report**

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

We have audited, in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and *California Department of Social Services Audit Guide* (the “CDSS Audit Guide”), issued by the California Department of Social Services, the financial statements of the City of Gardena, California (the “City”) Family Child Care Program (the “Program”), which comprise the balance sheet as of June 30, 2022 and the related statement of revenues, expenditures, and change in fund balance for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 8, 2022.

**Report on Internal Control over Financial Reporting**

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

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

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



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

## **Report on Compliance and Other Matters**

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

## **Purpose of this Report**

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

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

Santa Ana, California  
November 8, 2022



**REPORT ON COMPLIANCE FOR THE FAMILY CHILD CARE PROGRAM  
REQUIRED BY CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AUDIT GUIDE  
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE**

**Independent Auditors' Report**

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

**Report on Compliance for Family Child Care Program Required by California Department of Social Services**

***Opinion on Family Child Care Program***

We have audited the City of Gardena, California's (the "City") compliance with the types of compliance requirements identified as subject to audit in the *California Department of Social Services Audit Guide* (the "CDSS Audit Guide"), issued by the California Department of Social Services, that could have a direct and material effect on the City's Family Child Care Program (the "Program") for the year ended June 30, 2022.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Family Child Care Program for the year ended June 30, 2022.

***Basis for Opinion on Family Child Care Program***

We conducted our audit of compliance in accordance with auditing standards accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the *CDSS Audit Guide*, issued by the California Department of Social Services. Our responsibilities under those standards and the *CDSS Audit Guide* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

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

***Responsibilities of Management for Compliance***

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



### ***Auditors' Responsibilities for the Audit of Compliance***

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

In performing an audit in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the *CDSS Audit Guide*, we:

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

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

### **Report on Internal Control Over Compliance**

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



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

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

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

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

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

Santa Ana, California  
November 8, 2022



**City of Gardena Family Child Care Program**  
**Schedule of Findings and Questioned Costs**  
**For the Year Ended June 30, 2022**

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**Audit Findings and Questioned Costs**

**A. Current Year Findings and Questioned Costs**

No current year findings were noted.

**B. Prior Year Findings and Questioned Costs**

No prior year findings were noted.



# **The GTrans Enterprise Fund of the City of Gardena**

Gardena, California

## **Independent Auditors' Reports and Financial Statements**

*For the Year Ended June 30, 2022*









**The GTrans Enterprise Fund of the City of Gardena  
For the Year Ended June 30, 2022**

**Table of Contents**

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	<u>Page</u>
<b>Independent Auditors' Reports:</b>	
Report on the Financial Statements .....	1
Report on Internal Control Over Financial Reporting and on Compliance (Including Those Contained in the TDA Statutes and California Codes of Regulations) and Other Matters Based on an Audit of the GTrans' Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> .....	5
Report on Compliance for the Transit Operator Required by the Transportation Development Act and Report on Internal Control Over Compliance .....	7
Independent Accountants' Report on Compliance for Measure R .....	11
<b>Financial Statements:</b>	
Statement of Net Position .....	15
Statement of Revenues, Expenses, and Changes in Net Position .....	16
Statement of Cash Flows .....	17
Notes to the Financial Statements .....	19
<b>Required Supplementary Information (Unaudited):</b>	
Schedule of GTrans' Proportionate Share of the Net Pension Liability and Related Ratios .....	40
Schedule of Contributions – Pensions .....	42
Schedule of Changes in Net OPEB Liability and Related Ratios .....	45
Schedule of Contributions – Other Postemployment Benefits .....	46
<b>Supplementary Information:</b>	
Schedule of Farebox Recovery Ratio Calculation .....	51
Schedules of Proceeds Received and Expended .....	52



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**INDEPENDENT AUDITORS' REPORT**[www.pungroup.cpa](http://www.pungroup.cpa)

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

**Report on the Financial Statements*****Opinion***

We have audited the accompanying financial statements of the GTrans Enterprise Fund ("GTrans") of the City of Gardena, California (the "City"), which comprise the Statement of Net Position as of June 30, 2022, and the related Statement of Revenues, Expenses and Changes in Net Position, and Cash Flows for the year then ended, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of GTrans as of June 30, 2022, and the change in financial position and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Emphasis of Matters******Financial Statements Presentation***

As discussed in Note 1B, the financial statements present only the GTrans and do not purport to, and do not present fairly the financial position of the City as of June 30, 2022, the changes in its financial positions, or where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

***Change in Accounting Principle***

As described in Note 2P to the financial statements, in 2022, the City adopted new accounting guidance, GASB Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.



### ***Responsibility of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about GTran's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America required that the Schedule of the GTrans' Proportionate Share of Net Pension Liability and Related Ratios, the Schedule of Contributions – Pensions, the Schedule of Changes in Net Other Postemployment Benefits Liability and Related Ratios, and the Schedule of Contributions – Other Postemployment Benefits as listed in the table of contents be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by Governmental Accounting Standards Board ("GASB"), who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management's Discussion and Analysis ("MD&A") that accounting principles generally accepted in the United States of America require to be presented to supplement the financial statements. Such missing information, although not a part of the financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. Our opinion on the financial statements is not affected by this missing information.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the GTrans' financial statements. The Schedule of Farebox Recovery Ratio Calculation and the Schedule of Proceeds Received and Expended are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the GTrans' financial statements. Such information has been subjected to the auditing procedures applied in the audit of the GTrans' financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Farebox Recovery Ratio Calculation and the Schedule of Proceeds Received and Expended are fairly stated, in all material respects, in relation to the GTrans' financial statements as a whole.



To the Honorable Mayor and the Members of City Council  
of the City of Gardena  
Gardena, California  
Page 4

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 8, 2022, on our consideration of the City's internal control over GTrans' financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over GTrans' financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over GTrans' financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over GTrans' financial reporting and compliance.

*The PwC Group, LLP*

Santa Ana, California  
December 8, 2022





**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE (INCLUDING THOSE CONTAINED IN THE TDA STATUTES  
AND CALIFORNIA CODES OF REGULATIONS) AND OTHER MATTERS  
BASED ON AN AUDIT OF THE GTRANS' FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

**Independent Auditors' Report**

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the TDA Statutes and California Codes of Regulations, issued by California Department of Transportation, the financial statements of the GTrans Enterprise Fund ("GTrans") of the City of Gardena, California ("City"), as of and for the year ended June 30, 2022, and the related notes to the financial statements and have issued our report thereon dated December 8, 2022.

**Report on Internal Control Over Financial Reporting**

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

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

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



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

## **Report Compliance and Other Matters**

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

## **Purpose of this Report**

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

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

Santa Ana, California  
December 8, 2022



**REPORT ON COMPLIANCE FOR THE TRANSIT OPERATOR  
REQUIRED BY THE TRANSPORTATION DEVELOPMENT ACT  
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE**

**Independent Auditors' Report**

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

**Report on Compliance for the Transit Operator Required by the Transportation Development Act**

***Opinion on the City as the Transit Operator***

We have audited the City of Gardena, California's (the "City") compliance with the types of compliance requirements described in §6667 of the California Code of Regulation, Title 21, Division 3, Chapter 3, Article 5.5 applicable to the City's compliance as a Transit Operator for the year ended June 30, 2022.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that are applicable to the City as transit operator for the year ended June 30, 2022.

***Basis for Opinion on the Compliance for the Transit Operator Required by the Transportation Development Act***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Transportation Development Act ("TDA") Statutes and California Code of Regulations, July 2018 ("TDA Guidebook"), issued by the California Department of Transportation Division of Rail and Mass Transportation. Our responsibilities under those standards and the TDA Guidebook are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

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

***Responsibilities of Management for Compliance***

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



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

In performing an audit in accordance with generally accepted auditing standards in the United States of America, *Government Auditing Standards*, and the TDA Guidebook, we:

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

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

### **Report on Internal Control Over Compliance**

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weakness in internal control over compliance. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.



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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing on internal control over compliance and the results of that testing based on the requirements of the §6667 of the California Codes of Regulation, Title 21, Division 3, Chapter 3, Article 5.5. Accordingly, this report is not suitable for any other purpose.

*The PwC Group, LLP*

Santa Ana, California  
December 8, 2022



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**INDEPENDENT ACCOUNTANTS' REPORT**[www.pungroup.cpa](http://www.pungroup.cpa)

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

We have examined the City of Gardena, California's ("City") compliance with the compliance requirements for Measure R as described in Los Angeles County's the Traffic Relief and Rail Expansion Ordinance #08-01 for the year ended June 30, 2022. The City's management is responsible for City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the compliance requirements referenced above. An examination involves performing procedures to obtain evidence about the City's compliance with those requirements. The nature, timing, and extent of the procedures selected dependent on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Attestation standards established by the American Institute of Certified Public Accountants require that we request a written statement from the City stating that the City's compliance that we examined has been accurately measured or evaluated.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination of the City's compliance with these requirements.

In our opinion, the City complied with the aforementioned requirements for the year ended June 30, 2022, is fairly stated, in all material respects.

This report is intended solely for the information and use of the members of the Measure R Independent Taxpayer Oversight Committee, the City Council, and management and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record, and its distribution is not limited.



Santa Ana, California  
December 8, 2022



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## **FINANCIAL STATEMENTS**



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**The GTrans Enterprise Fund of the City of Gardena**  
**Statement of Net Position**  
**June 30, 2022**

**ASSETS**

Current assets:

Cash and cash equivalents	\$ 15,340,334
Due from other governments	3,153,122
Accounts receivable	324,690
Inventories	826,387
Prepaid items	52,018
Total current assets	<u>19,696,551</u>

Noncurrent assets:

Net pension asset	10,155,145
Capital assets, net	<u>59,000,601</u>
<b>Total assets</b>	<u><u>88,852,297</u></u>

**DEFERRED OUTFLOWS OF RESOURCES**

Deferred outflows of resources related to pensions	1,226,128
Deferred outflows of resources related to other postemployment benefits	<u>1,114,456</u>
<b>Total deferred outflows of resources</b>	<u><u>2,340,584</u></u>

**LIABILITIES**

Current liabilities:

Accounts payable	1,290,315
Accrued expenses	168,859
Accrued payroll and related taxes	688,835
Due to City of Gardena	1,791,787
Retention payable	4,185
Unearned revenues	14,618,926
Lease payable, due within one year	158,923
Bonds payable, due within one year	769,284
Compensated absences - due within one year	<u>356,555</u>
Total current liabilities	<u>19,847,669</u>

Noncurrent liabilities:

Compensated absences - due in more than one year	1,426,219
Bonds payable, due in more than one year	19,864,835
Net other postemployment benefits liability	<u>5,912,424</u>
Total noncurrent liabilities	<u>27,203,478</u>
<b>Total liabilities</b>	<u><u>47,051,147</u></u>

**DEFERRED INFLOWS OF RESOURCES**

Deferred inflows of resources related to pensions	9,086,528
Deferred inflows of resources related to other postemployment benefits	<u>1,070,009</u>
<b>Total deferred inflows of resources</b>	<u><u>10,156,537</u></u>

**NET POSITION**

Net investment in capital assets	58,837,493
Unrestricted (deficit)	<u>(24,852,296)</u>
<b>Total net position</b>	<u><u>\$ 33,985,197</u></u>



**The GTrans Enterprise Fund of the City of Gardena**  
**Statement of Revenues, Expenses, and Changes in Net Position**  
**For the Year Ended June 30, 2022**

**OPERATING REVENUES:**

Passenger fares	\$ 1,380,961
Service charges for maintenance of City vehicles	154,656
Operating governmental grants:	
Other local assistance	11,713,377
Local transportation fund	5,833,372
Federal transit assistance	3,596,324
State transit assistance fund	875,291
Other	95,319
<b>Total operating revenues</b>	<u>23,649,300</u>

**OPERATING EXPENSES:**

Salaries and benefits	13,463,944
Material and operations	5,308,350
Other operating expenses	2,305,675
Depreciation and amortization	4,755,979
<b>Total operating expenses</b>	<u>25,833,948</u>

<b>OPERATING (LOSS)</b>	<u>(2,184,648)</u>
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**NONOPERATING REVENUES (EXPENSES):**

Interest income	57,239
Interest expense	(624,991)
Gain on disposal of assets	13,034
<b>Total nonoperating revenues (expenses)</b>	<u>(554,718)</u>

<b>(LOSS) BEFORE CONTRIBUTIONS</b>	<u>(2,739,366)</u>
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**CONTRIBUTIONS:**

Capital contributions	3,915,704
<b>Total contributions</b>	<u>3,915,704</u>

<b>Changes in net position</b>	1,176,338
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**NET POSITION:**

Beginning of year	32,808,859
End of year	<u>\$ 33,985,197</u>



**The GTrans Enterprise Fund of the City of Gardena**  
**Statement of Cash Flows**  
**For the Year Ended June 30, 2022**

**CASH FLOWS FROM OPERATING ACTIVITIES:**

Cash received from customers and users	\$ 1,299,626
Cash payments to suppliers for goods and services	(7,123,741)
Cash payments to employees	(14,934,018)
Transit assistance funds received	21,678,300
<b>Net cash provided by operating activities</b>	<b>920,167</b>

**CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:**

Transferred (to) from the City	1,022,782
Principal payment on long term debt	(773,840)
Interest paid	(624,991)
<b>Net cash (used in) noncapital financing activities</b>	<b>(376,049)</b>

**CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:**

Cash received from capital contributions	3,915,704
Proceeds from sale of capital assets	13,034
Acquisition of capital assets	(3,931,419)
<b>Net cash (used in) capital and related financing activities</b>	<b>(2,681)</b>

**CASH FLOWS FROM INVESTING ACTIVITIES:**

Interest received	57,239
<b>Net cash provided by investing activities</b>	<b>57,239</b>
<b>Net change in cash and cash equivalents</b>	<b>598,676</b>

**CASH AND CASH EQUIVALENTS:**

Beginning of year	14,741,658
End of year	<b>\$ 15,340,334</b>

**RECONCILIATION OF OPERATING (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES:**

Operating (loss)	\$ (2,184,648)
Adjustments to reconcile operating (loss) to net cash provided by operating activities:	
Depreciation and amortization	4,755,979
Changes in operating assets, deferred outflows of resources, liabilities, and deferred inflows of resources:	
Decrease (increase) in accounts receivable	(81,335)
Decrease (increase) in due from other government	(585,727)
Decrease (increase) in inventories	(187,914)
Decrease (increase) in prepaid items	19,281
Decrease (increase) in deferred outflows of resources related to pensions	22,485,440
Decrease (increase) in deferred outflows of resources related to other postemployment benefits	(421,968)
(Decrease) in accounts payable	583,768
Increase (decrease) in accrued expenses	75,149
Increase (decrease) in unearned revenue	(4,312)
Increase (decrease) in accrued payroll and related liabilities	122,862
Increase (decrease) in compensated absences	277,739
Increase (decrease) in net pension liabilities	(32,877,287)
Increase (decrease) in net other postemployment benefits liabilities	(470,030)
(Decrease) in deferred inflows of resources related to pensions	8,826,425
Increase in deferred inflows of resources related to other postemployment benefits	586,745
<b>Net cash provided by operating activities</b>	<b>\$ 920,167</b>



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**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies**

***A. The Reporting Entity***

The financial statements of the GTrans, previously known as the Municipal Bus Lines, Enterprise Fund (the “GTrans”) of the City of Gardena, California (the “City”) are intended to present the financial position and results of the operations of the bus line services. The financial statements of the GTrans are included in the basic financial statements of the City. The City’s basic financial statements can be obtained from the City’s Finance Department (1700 West 162<sup>nd</sup> Street, Gardena, CA 90247) and the City’s website ([www.cityofgardena.org](http://www.cityofgardena.org)).

As an operator of a public transportation system, the City is eligible for Transportation Development Act (“TDA”) Public Utilities Code Section 99260 (“TDA Section 99260”) funds. These funds were allocated by the Los Angeles County Metropolitan Transportation Authority (“MTA”) to supplement the City’s transit operations.

***B. Financial Statements Presentation, Measurement Focus, and Basis of Accounting***

The accompanying financial statements present only the GTrans and are not intended to present the financial position, changes in financial position, or cash flows of the City in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

The accounting policies of the GTrans are in accordance with U.S. GAAP applicable to governmental units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard-setting body for establishing accounting and financial reporting principles.

The financial statements are prepared using the “*economic resources*” measurement focus and the accrual basis of accounting. Accordingly, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources (whether current or noncurrent) are included on the Statements of Net Position. The Statements of Revenues, Expenses, and Changes in Net Position present increases (revenues) and decreases (expenses) in total net position. Under accrual basis of accounting, revenues are recognized in the accounting period in which they are earned and expenses are recognized in the period when a liability is incurred.

Operating revenues are those revenues that are generated from the primary operations of the GTrans. All other revenues are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the primary operations of the GTrans. All other expenses are reported as nonoperating expenses.

***C. Cash and Cash Equivalents***

The GTrans’ cash is pooled with the City’s internal investment pool. Cash on hand and demand deposits pooled with the City are considered as cash and cash equivalents.

***D. Grants***

Grant revenues and receivables are recorded when earned on grants that have been approved and funded by the grantor. Grant sources include Federal Transit Administration, Transportation Development Act, State Transit Assistance, Measure R, Measure M, Proposition 1B, Proposition A, and Proposition C.

***E. Inventories***

Inventories consist of materials and supplies which are valued at cost on a first-in, first-out basis. Inventories are recorded as an expense when consumed for financial statement purposes, but recorded as inventory when purchased.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***F. Prepaid items***

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the financial statements.

***G. Capital Assets***

The GTrans' capital assets include buildings, buses, vehicles, furniture and equipment which are recorded at historical cost or estimated historical cost if actual cost is not available. Donated capital assets are valued at their acquisition value. The City's policy is to capitalize all assets with a unit cost of \$5,000 or more, and a useful life of more than one year. Capital assets used in operations are depreciated over their estimated useful lives using the straight-line method. The lives used for depreciation purposes are as follows:

Buildings/structures and improvements	40 years
Machinery and equipment	3-15 years
Buses	12 years
Furniture and fixtures	3-10 years
Infrastructure	30-60 years

***H. Deferred Outflows and Inflows of Resources***

The statement of net position reports separate sections for deferred outflows of resources and deferred inflows of resources, when applicable.

**Deferred Outflows of Resources** represent a consumption of net assets that applies to future periods.

**Deferred Inflows of Resources** represent an acquisition of net assets that applies to future periods.

***I. Unearned Revenue***

Unearned revenue is recognized for transactions for which revenue has not yet been earned. Typical transactions recorded as unearned revenues are prepaid charges for services; grants received but not yet earned.

***J. Compensated Absences***

It is the City's policy to accrue annual leave when incurred. A liability is recorded for unused sick leave balances only to the extent that it is probable that the unused balances will result in termination payments. This is estimated by including in the liability the unused balances of employees currently entitled to receive termination benefits, as well as those who are expected to become eligible to receive termination benefits as a result of continuing their employment with the City. Other amounts of unused sick leave are excluded from the liability since their payment is contingent solely upon the occurrence of a future event (illness) which is outside the control of the City and the employee.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***K. Leases***

**Lessee**

The City has a policy to recognize a lease liability and a right-to-use asset (lease asset) in the financial statements with an initial, individual value of \$5,000 or more with a lease term greater than one year. Variable payments based on future performance or usage of the underlying assets are not included in the measurement of the lease liability.

At the commencement of a lease, the lease liability is measured at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made.

Lease assets are recorded at the amount of the initial measurement of the lease liabilities and modified by any lease payments made to the lessor at or before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term along with any initial direct costs that are ancillary charges necessary to place the lease assets into service. Lease assets are amortized using the straight-line method over the shorter of the lease term or the useful life of the underlying asset, unless the lease contains a purchase option that the State has determined is reasonably certain of being exercised. In this case, the lease asset is amortized over the useful life of the underlying asset.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease, plus any option periods that are reasonably certain to be exercised.
- Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise. The City monitors changes in circumstances that would require a remeasurement of a lease and will remeasure any lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported as right-to-use along with other capital assets and lease liabilities are reported on the statement of net position.

***L. Pensions***

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value in the CalPERS trust.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***L. Pensions (Continued)***

The following timeframes are used for pension reporting:

<b>CalPERS</b>	<b>June 30, 2022</b>
Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the sources of the gain or loss. The difference between projected and actual earnings is amortized on a straight-line basis over 5 years. All other amounts are amortized on a straight-line basis over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

***M. Other Postemployment Benefits (“OPEB”) Plan***

For the purpose of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City’s OPEB Plan and additions to/deductions from the OPEB Plan’s fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value in the CalPERS trust.

The following timeframes are used for OPEB reporting:

<b>OPEB</b>	<b>June 30, 2022</b>
Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. The first amortized amounts are recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. The amortization period differs depending on the sources of the gain or loss. The difference between projected and actual earnings is amortized on a straight-line basis over 5 years. All other amounts are amortized on a straight-line basis over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 1 – Summary of Significant Accounting Policies (Continued)**

***N. Net Position***

Net position is classified as follows:

*Net Investment in Capital Assets* – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of retention payable that are attributable to the acquisition, construction, or improvement of those assets.

*Restricted* – This component of net position consists of restricted assets reduced by liabilities and deferred outflows and inflows of resources related to those assets.

*Unrestricted* – This component of net position is the net amount of the assets, deferred outflows of resources, liabilities, and related inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

At June 30, 2022, there was no “restricted” component of net position for the GTrans.

***O. Use of Estimates***

The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions. These estimates and assumptions affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates and assumptions.

***P. Implementation of New GASB Pronouncements***

During the fiscal year ended June 30, 2022, the City implemented the following new GASB pronouncements:

GASB Statement No. 87 – In June 2017, GASB issued Statement No. 87, *Leases* (GASB Statement No. 87), to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This statement increases the usefulness of governments’ financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It also establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Implementation of this Statement had a significant effect on the GTrans’ financial statements for the fiscal year ended June 30, 2022.

**Note 2 – Cash and Investments**

Petty cash and the GTrans’ share of the City’s cash and investments at June 30, 2022 was \$15,340,334.

Cash is deposited in the City’s internal investment pool, which is reported at the amortized cost. The GTrans does not own specifically identifiable securities in the City’s pool. Interest income is allocated based on average cash balances. Investment policies and associated risk factors applicable to the GTrans are those of the City and are included in the City’s basic financial statements. Please refer to the City’s Annual Comprehensive Financial Report for related disclosures for cash and investments.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 3 – Due from Other Governments**

Due from other governments consisted of the following at June 30, 2022:

	2022
MTA	\$ 2,094,344
South Coast Air Quality Management District	98,822
U.S. Department of Transportation Federal Transit Administration	959,956
<b>Total</b>	<b>\$ 3,153,122</b>

**Note 4 – Capital Assets**

Summary of changes in capital assets of the GTrans for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021 (As Restated)	Additions	Deletions	Reclassification	Balance June 30, 2022
Nondepreciable assets:					
Land	\$ 12,956,405	\$ -	\$ -	\$ -	\$ 12,956,405
Construction in progress	1,865,042	3,919,886		(914,678)	4,870,250
Total nondepreciable assets	14,821,447	3,919,886	-	(914,678)	17,826,655
Depreciable capital assets:					
Building	26,962,077	-	-	-	26,962,077
Building improvements	12,931,350	-	-	-	12,931,350
Buses	47,860,723	-	(3,429,407)	456,172	44,887,488
Machinery and equipment	9,466,687	-	(64,615)	385,299	9,787,371
Furniture and fixtures	1,552,314	-	-	73,207	1,625,521
Infrastructure	1,010,673	-	-	-	1,010,673
Total capital assets, being depreciated	99,783,824	-	(3,494,022)	914,678	97,204,480
Less accumulated depreciation:	(55,072,689)	(4,603,923)	3,494,022	-	(56,182,590)
Net depreciable capital assets:	44,711,135	(4,603,923)	-	914,678	41,021,890
Lease assets:					
Machinery and equipment	304,112	-	-	-	304,112
Total lease assets, being amortized	304,112	-	-	-	304,112
Less accumulated amortization:	-	(152,056)	-	-	(152,056)
Net lease assets:	304,112	(152,056)	-	-	152,056
<b>Total capital assets, net</b>	<b>\$ 59,836,694</b>	<b>\$ (836,093)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 59,000,601</b>

Depreciation and amortization expenses of the GTrans were in the amounts of \$4,603,923 and \$152,056, respectively for the years ended June 30, 2022.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 5 – Unearned Revenues**

Unearned revenues represent excess operating and excess capital assistance. The following represents the amount at June 30, 2022:

Proposition A - Local Return	\$ 4,225,681
Proposition A - Fare Subsidy	2,717,066
Measure M - Local Return	4,127,926
Measure R - Bus Operations	2,844,769
Measure R - Capital	361,499
California Department of Transportation - Low Carbon Transit Operation Program	264,686
Others	77,299
<b>Total</b>	<b>\$ 14,618,926</b>

**Note 6 – Long-Term Liabilities**

Summary of changes in long-term liabilities of the GTrans for the year ended June 30, 2022 are as follows:

	Balance July 1, 2021 (As Restated)	Additions	Deletions	Balance June 30, 2022	Due within One Year	Due in more One Year
2020 Taxable Pension Obligation						
Bonds - publicly offered	\$21,262,770	\$ -	\$ (628,651)	\$20,634,119	\$ 769,284	\$19,864,835
Lease payable	304,112	-	(145,189)	158,923	158,923	-
Compensated absences	1,505,035	993,459	(715,720)	1,782,774	356,555	1,426,219
<b>Total</b>	<b>\$23,071,917</b>	<b>\$ 993,459</b>	<b>\$ (1,489,560)</b>	<b>\$22,575,816</b>	<b>\$ 1,284,762</b>	<b>\$21,291,054</b>

**2020 Taxable Pension Obligation Bonds – Original Issuance \$101,490,000 (\$22,296,415 for Business-Type Activities)**

In November 2020, the City issued the Taxable Pension Obligation Bonds, Series 2020 in the amount of \$101,490,000. The purpose of the bonds was to finance a portion of the City's unfunded accrued actuarial liability to the California Public Employees' Retirement System (CalPERS) for the benefit of the City's employees and to pay the costs of issuance of the bonds. Of the original \$101,490,000 of bond principal issued \$21,306,850 was allocated to GTrans.

The bonds accrue interest at rates between 1.081% and 3.363%. Interest on the bonds is payable semiannually on each April 1 and October 1, commencing April 1, 2021. Principal payments are due in annual installments ranging from \$210,000 and \$7,525,000, commencing April 1, 2021 through April 1, 2039. The bonds are not subject to optional and mandatory redemption prior to maturity. The bond debt service payments will be made from the debt service funds.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 6 – Long-Term Liabilities (Continued)**

**Lease Payable**

GTrans has entered leases for the machine uses. The terms of the agreements range from 18 months to 60 months. The calculated interest rates used were between 0.185% to 1.705% based on the term of the agreements.

Principal and interest payments to maturity at June 30, 2022 are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 158,923	\$ 188	\$ 159,111

**Compensated Absences**

All vested vacation and compensatory leave time are recognized as an expense and as a liability in the business-type funds at the time the liability vests. GTrans funds have been used to liquidate the liability. The balance outstanding at June 30, 2022 was \$1,782,774.

**Note 7 – Employees’ Retirement Plan**

***General Information about the Pension Plan***

**Plan Description**

The GTrans participates in the City’s pension plan. The City contributes to the California Public Employees Retirement System (“CalPERS”) miscellaneous plan, an agent multiple-employer defined benefit pension plan. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute and City ordinance. A full description of the pension plan regarding number of employees covered, benefit provisions, assumptions (for funding, but not accounting purposes), and membership information are listed in the Annual Actuarial Valuation Report. This report and CalPERS’ audited financial statements are publicly available reports that can be obtained at CalPERS’ website under Forms and Publications ([www.calpers.ca.gov/page/forms-publications](http://www.calpers.ca.gov/page/forms-publications)).

**Benefit Provided**

CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. A classic CalPERS member becomes eligible for service retirement upon attainment of age 50 with at least 5 years of credited service. PEPRAs miscellaneous members become eligible for service retirement upon attainment of age 52 with at least 5 years of service. The service retirement benefit is a monthly allowance equal to the product of the benefit factor, years of service, and final compensation. The final compensation is the monthly average of the member’s highest 36 or 12 consecutive months’ full-time equivalent monthly pay. Retirement benefits for classic miscellaneous employees are calculated as 2% of average final 12 months compensation. Retirement benefits for PEPRAs miscellaneous employees are calculated as 2% of the average final 36 months compensation.

Participant is eligible for non-industrial disability retirement if the participant becomes disabled and has at least 5 years credited service. There is no special age requirement. The standard non-industrial disability retirement benefit is a monthly allowance equal to 1.8 percent of final compensation, multiplied by service.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 7 – Employees’ Retirement Plan (Continued)**

***General Information about the Pension Plan (Continued)***

**Benefit Provided (Continued)**

Industrial disability benefits are not offered to miscellaneous employees.

An employee's beneficiary may receive the basic death benefit if the employee becomes deceased while actively employed. The employee must be actively employed with the City to be eligible for this benefit. An employee's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit. The basic death benefit is a lump sum in the amount of the employee's accumulated contributions, where interest is currently credited at 7.65 percent per year, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death.

Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree’s designated survivor(s), or to the retiree’s estate.

Benefit terms provide for annual cost-of-living adjustments to each employee’s retirement allowance. Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis by 2 percent.

**Employees Covered by Benefit Terms**

At June 30, 2020, the valuation date, the following employees were covered by the benefit terms under the City’s miscellaneous plan:

	<b>2020</b>
Active employees	134
Transferred and terminated employees	32
Retired Employees and Beneficiaries	42
Total	<u>208</u>

**Contributions**

Section 20814(c) of the California Public Employees’ Retirement Law (“PERL”) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS’ annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the measurement period ended June 30, 2021, the employer’s contribution rates were 9.362%. The active classic miscellaneous employee contribution rate was 7% of annual pay and the active PEPRA miscellaneous employee contribution rate was 6.75% of annual pay.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 7 – Employees’ Retirement Plan (Continued)**

***General Information about the Pension Plan (Continued)***

***Net Pension Liability***

***Actuarial Methods and Assumption Used to Determine Total Pension Liability***

For the measurement period ended June 30, 2021, the total pension liability was determined by rolling forward the June 30, 2020 total pension liability. The June 30, 2020 total pension liabilities were based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rates	7.15%
Inflation	2.500%
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	7.25% includes inflation
Mortality Rate Table <sup>1</sup>	Derived using CalPERS's Membership Data for all Funds.
Post Retirement Benefit Increase	In 2020, the lesser of contract COLA or 2.00% until Purchasing Power Protection allowance floor on purchasing power applies, 2.50% thereafter In 2019, contract COLA up to 2.50% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.50% thereafter.

<sup>1</sup> The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from December 2017 that can be found on the CalPERS website.

**Change of Assumptions**

In 2020 and 2021, there were no changes in assumptions. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 7 – Employees’ Retirement Plan (Continued)**

***General Information about the Pension Plan (Continued)***

**Long-Term Expected Rate of Return**

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds’ asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class for 2021 are as followed:

Asset Class <sup>1</sup>	Assumed Asset Allocation	Real Return Years 1 - 10 <sup>2</sup>	Real Return Years 11+ <sup>3</sup>
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%
	<u>100.00%</u>		

<sup>1</sup> In the System's CAFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

<sup>2</sup> An expected inflation of 2.00% used for this period.

<sup>3</sup> An expected inflation of 2.92% used for this period.

**Discount Rate**

The discount rate used to measure the June 30, 2021 total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 7 – Employees’ Retirement Plan (Continued)**

***Changes in the Net Pension Liability***

***Proportionate Share of Net Pension Liability***

The GTrans’ proportionate share of net pension liability of the City’s miscellaneous plan is determined by the City’s CalPERS long term projected contribution made by the GTrans over the total miscellaneous plan contribution. The following table shows the GTrans’ proportionate share of the City’s miscellaneous plan net pension liability over the measurement period ended June 30, 2021.

	<b>Increase (Decrease)</b>		
	<b>Total Pension Liability</b>	<b>Plan Fiduciary Net Position</b>	<b>Net Pension Liability</b>
	<b>(a)</b>	<b>(b)</b>	<b>(c) = (a) - (b)</b>
Balance at June 30, 2020 (Valuation Date)	\$ 85,925,770	\$ 63,203,628	\$ 22,722,142
Balance at June 30, 2021 (Measurement Date)	85,386,294	95,541,439	(10,155,145)
Net Changes during 2020-2021	(539,476)	32,337,811	(32,877,287)

The GTrans’ proportionate shares of the net pension liabilities are as follows:

<b>Measurement Date</b>	<b>2021</b>
June 30, 2020	47.8000%
June 30, 2021	46.7000%
Change - Increase (Decrease)	-1.1000%

***Sensitivity of the Net Pension Liability to Changes in the Discount Rate***

The following presents the net pension liability of the Plan as of the measurement date of June 30, 2021, calculated using the discount rate of 7.15%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15%) or 1 percentage-point higher (8.15%) than the current rate:

	<b>Plan's Net Pension Liability</b>		
	<b>Discount Rate - 1% (6.15%)</b>	<b>Current Discount Rate (7.15%)</b>	<b>Discount Rate + 1% (8.15%)</b>
Measurement Date			
June 30, 2021	\$ 759,012	\$ (10,155,145)	\$ (19,170,753)

***Pension Plan Fiduciary Net Position***

Detailed information about the plan’s fiduciary net position is available in the separately issued CalPERS financial report.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 7 – Employees’ Retirement Plan (Continued)**

***Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions***

As of measurement date of June 30, 2021, the GTrans had deferred outflows and deferred inflows of resources related to pensions as follows:

	<b>Measurement Date</b>	
	<b>June 30, 2021</b>	
	<b>Deferred outflows of resources</b>	<b>Deferred inflows of resources</b>
Contribution made after the measurement date	\$ 981,092	
Difference between expected and actual experience	245,036	(734,398)
Changes in assumption	-	-
Net difference between projected and actual earning on pension plan investments	-	(8,352,130)
Total	<u>\$ 1,226,128</u>	<u>\$ (9,086,528)</u>

The amounts above are net of outflows and inflows of resources recognized in the 2020-2021 measurement period expense.

The expected average remaining service lifetime (“EARSL”) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired). The EARSL for the miscellaneous plan for the 2020-2021 measurement periods is 3.4 years, which was obtained by dividing the total service years of 3,777 (the sum of remaining service lifetimes of the active employees) by 1,101 (the total number of participants: active, inactive, and retired), respectively.

\$981,092 reported as deferred outflows of resources related to pensions resulting from the GTrans’ portion of the City’s contributions subsequent to the measurement dates are recognized as a reduction of the net pension liability in the year ending June 30, 2023. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in the future pension expense as follows:

<b>Deferred Outflows/ (Inflows) of Resources Miscellaneous Plan</b>	
<b>Year</b>	
<b>Ended June 30</b>	<b>2022</b>
2023	\$ (2,192,272)
2024	(2,260,551)
2025	(2,118,772)
2026	(2,269,897)
2027	-
Thereafter	-
Total	<u>\$ (8,841,492)</u>



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 8 – Net Other Postemployment Benefits Liability (“OPEB”)**

**General Information about the OPEB Plan**

*Plan Description*

The City provides retiree healthcare benefits for employees who retire simultaneously from CalPERS and the GTrans and who meet the qualifying criteria negotiated by the various GTrans labor groups. The OPEB plan is a single employer plan with a trust setup for GTrans but without a special funding situation, or nonemployer contribution entities. The GTrans offers insurance coverage from Kaiser Permanente and City’s self-insured PPO.

Miscellaneous employees hired prior to July 1, 2002 must be 55 years of age and have at least 13 years of full-time service with the GTrans. Effective July 1, 2002, miscellaneous (non-management) employees must have at least 20 years of full-time service to qualify.

The GTrans’ health plan year runs February through January with open-enrollment every January prior to the start of the new plan year. The monthly benefits paid by the GTrans is \$1,329 and \$1,167 per month for the calendar years of 2022 and 2021, respectively.

*Eligibility*

All of the Plan’s employees became participants in accordance with a negotiated Memorandum of Understanding (“MOU”) as negotiated by each group or bargaining unit. In order to receive benefits, eligible employees must meet the minimum requirements defined in their MOU. At June 30, 2021, measurement date, the following numbers of participants were covered by the benefit terms:

Measurement date	June 30, 2021
Inactives currently receiving benefits	43
Inactives entitled to benefit payments	-
Active employees	115
Total	158

*Contributions*

The contribution requirements of plan members and the GTrans are established and may be amended by the City Council. The contribution required to be made is based on a pay-as-you-go basis (i.e., as medical insurance premiums become due).

**Net OPEB Liability**

The GTrans net OPEB liabilities were measured as of June 30, 2021, and total liabilities used to calculate the net OPEB liabilities were determined by actuarial valuation as of June 30, 2020.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 8 – Net Other Postemployment Benefits Liability (“OPEB”) (Continued)**

**Net OPEB Liability (Continued)**

*Significant Actuarial Assumptions Used for Total OPEB Liability*

The net OPEB liability, measured as of June 30, 2021 was determined using the following actuarial assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Actuarial Valuation Date	June 30, 2020
Contribution Policy	City began making contributions to CERBT #1 in 2018/19 on an ad-hoc basis
Discount Rate and Long-Term Expected Rate of Return	6.25% at June 30, 2021 Expected Agency contributions projected to keep sufficient plan assets
Inflation	2.50% annually
Mortality, Retirement, Disability, Termination	CalPERS 1997-2015 Experience Study
Mortality Improvement	Mortality projected fully generational with Scale MP-2020
Salary Increases	Aggregate - 2.75%
Medical Trend	Non-Medicare - 6.75% for 2022, decreasing to an ultimate rate of 3.75% in 2076 Medicare (Non-Kaiser) - 5.85% for 2022, decreasing to an ultimate rate of 3.75% in 2076 Medicare (Kaiser) - 4.75% for 2022, decreasing to an ultimate rate of 3.75% in 2076
Medical Plan at Retirement	Current actives pre-Medicare: 40% Kaiser, 60% City plan Current actives post-Medicare: 25% Kaiser, 75% City plan Current retirees: current election
Healthcare Participation for Future Retirees	Currently covered: retiree - 100%, spouse - 50-100% based on the City Contribution. Currently waived: 10%

*Discount Rate*

The discount rates used to measure the June 30, 2021 total OPEB liability were 6.25%. The fiduciary net position is projected to be sufficient to make projected benefit payments, and the plan assets are expected to be invested using the strategy to achieve the expected return.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Net Other Postemployment Benefits Liability (“OPEB”) (Continued)**

**Net OPEB Liability (Continued)**

**Discount Rate (Continued)**

For measurement date June 30, 2021, the target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following tables:

Global Equity	59.00%	4.56%
Fixed Income	25.00%	0.78%
TIPS	5.00%	-0.08%
Commodities	3.00%	1.22%
REITS	8.00%	4.06%
	100.00%	
Assumed Long-Term Rate of Inflation		2.50%
Expected Long-Term Net Rate of Return		6.25%

<sup>1</sup> CalPERS approved new CERBT asset allocations in March 2022. This is not expected to impact the expected long-term rate of return assumption for CERBT Strategy 1.

**Change in Net OPEB Liability**

The following tables show the GTrans’ Change in Net OPEB Liability over the measurement periods ended June 30, 2021.

	<b>2022</b>		
	<b>Increase (Decrease)</b>		
	<b>Total OPEB Liability (a)</b>	<b>Plan Fiduciary Net Position (b)</b>	<b>Net OPEB Liability (c) = (a) - (b)</b>
Balance at June 30, 2020	\$ 10,865,356	\$ 4,482,902	\$ 6,382,454
Changes recognized for the measurement period:			
Service Cost	340,578	-	340,578
Interest on the total OPEB liability	691,860	-	691,860
Difference between expected and actual experience	-	-	-
Changes of assumptions	-	-	-
Contributions - employer	-	272,358	(272,358)
Net investment income	-	1,231,806	(1,231,806)
Benefits payment	(272,358)	(272,358)	-
Administrative expenses	-	(1,696)	1,696
Net changes during July 1, 2020 to June 30, 2021	760,080	1,230,110	(470,030)
Balance at June 30, 2021 (Measurement Date)	\$ 11,625,436	\$ 5,713,012	\$ 5,912,424



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Net Other Postemployment Benefits Liability (“OPEB”) (Continued)**

**Net OPEB Liability (Continued)**

*Sensitivity of the net OPEB Liability to Changes in the Discount Rate*

The following tables present the total OPEB liability of the GTrans, as well as what the GTrans’ total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.25 percent) or 1-percentage-point higher (7.25 percent) than the current discount rate.

Measurement Date	Plan's Net OPEB Liability		
	Discount Rate - 1% (5.25%)	Current Discount Rate (6.25%)	Discount Rate + 1% (7.25%)
June 30, 2021	\$ 7,527,781	\$ 5,912,424	\$ 4,583,124

*Sensitivity of the Total OPEB Liability to Changes in the Health Care Cost Trend Rates*

The following tables present the total OPEB liability of the GTrans, as well as what the GTrans’ total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates for measurement dates June 30, 2021.

Measurement Date	Plan's Net OPEB Liability		
	1% Decrease	Current Trend	1% Increase
June 30, 2021	\$ 4,315,035	\$ 5,912,424	\$ 7,906,799

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

At June 30, 2022, the GTrans reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	2022	
	Deferred outflows of resources	Deferred inflows of resources
Difference between expected and actual experience	\$ 152,453	\$ (221,753)
Changes of assumptions	88,307	(181,010)
Net difference between projected and actual earnings on plan investments	-	(667,246)
Employer contributions made subsequent to the measurement date	873,696	-
Total	\$ 1,114,456	\$ (1,070,009)



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

**Note 8 – Net Other Postemployment Benefits Liability (“OPEB”) (Continued)**

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)**

Other amounts reported as deferred outflows and deferred inflows of resources related to other postemployment benefits will be recognized in the future other postemployment benefits expense as follows:

<b>Deferred Outflows/ (Inflows) of Resources</b>	
Year	
Ending June 30	<b>2022</b>
2023	\$ (185,564)
2024	(186,564)
2025	(191,307)
2026	(219,175)
2027	(22,573)
Thereafter	(24,066)
Total	<u>\$ (829,249)</u>

**Note 9 – Capital Contributions**

The following represents the different sources of capital contributions for the year ended June 30, 2022:

Proposition 1B - Security	\$ 178,599
Proposition 1B - Security Bridge	47,159
Proposition 1B - Capital Bridge	119,898
Municipal Operator Service Improvement Program ("MOSIP")	947,186
Federal Transit Assistance Funds	2,125,178
State Transit Assistance	104,687
The Los Angeles County Metropolitan Transportation Authority:	
Information Technology Systems	159,270
Bus Signal	192,120
Mobile Source Air Pollution Reduction Review Committee ("MSRC")	
Natural Gas Infrastructure Program	15,048
Low Carbon Transit Program	26,559
<b>Total</b>	<u><u>\$ 3,915,704</u></u>

**Note 10 – Related Party Transactions**

Certain general and administrative costs are allocated to the GTrans by the City based upon an approved cost allocation plan. Such allocated costs were \$2,305,675 for the year ended June 30, 2022.



**The GTrans Enterprise Fund of the City of Gardena**  
**Notes to the Financial Statements (Continued)**  
**For the Year Ended June 30, 2022**

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**Note 11 – Net Investment In Capital Assets**

The following is the calculation of net investment in capital assets at June 30, 2022.

Capital assets, net of accumulated depreciation and amortization	\$ 59,000,601
Less: retention payable	(4,185)
Less: lease payable	<u>(158,923)</u>
<b>Total</b>	<b><u>\$ 58,837,493</u></b>

**Note 12 – Commitments & Contingencies**

**A. Lawsuits**

The GTrans is presently involved in certain matters of litigation that have arisen in the normal course of conducting the GTrans' business. Management believes, based upon consultation with attorneys that these cases, in the aggregate, are not expected to result in a material adverse financial impact on the GTrans. Additionally, the GTrans' management believes that the GTrans' insurance programs are sufficient to cover any potential losses should an unfavorable outcome materialize.

**B. Federal and State Grant Programs**

The City participates in Federal and State grant programs for the GTrans, the principal of which are subject to program compliance audits pursuant to the Single Audit Act as amended and applicable State requirements. Accordingly, the City's compliance with applicable grant requirements will be established at a future date. The amount of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the GTrans management anticipates such amounts, if any, will be immaterial.



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**REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)**



**The GTrans Enterprise Fund of the City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of the GTrans' Proportionate Share of the Net Pension Liability and Related Ratios**  
**For the Year Ended June 30, 2022**

**Last Ten Fiscal Years<sup>1</sup>**

**California Public Employees' Retirement System ("CalPERS") - GTrans**

Measurement Date	June 30,2021	June 30,2020	June 30, 2019	June 30, 2018	June 30, 2017
GTrans Proportion of the Net Pension Liability	46.70000%	47.80000%	46.05480%	44.79196%	50.31818%
GTrans's Proportionate Share of the Net Pension Liability (Asset)	\$ (10,155,145)	\$ 22,722,142	\$ 20,652,115	\$ 17,636,461	\$ 19,931,911
GTrans's Covered Payroll	\$ 10,165,752	\$ 10,165,752	\$ 9,725,277	\$ 9,297,404	\$ 8,881,850
GTrans's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Its Covered Payroll	-99.90%	223.52%	212.36%	189.69%	224.41%
GTrans's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	111.89%	73.56%	74.28%	76.06%	75.13%

<sup>1</sup> Historical information is presented only for measurement periods after GASB 68 implementation in 2013-14.

**Notes to Schedule:**

Change in Benefit Terms: There were no changes in benefit terms.

Changes of Assumptions: In 2021, 2020 and 2019, there were no changes. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense).



**The GTrans Enterprise Fund of the City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of the GTrans' Proportionate Share of the Net Pension Liability and Related Ratios (Continued)**  
**For the Year Ended June 30, 2022**

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**Last Ten Fiscal Years**

**California Public Employees' Retirement System ("CalPERS") - GTrans**

Measurement Date	June 30, 2016	June 30, 2015	June 30, 2014 <sup>1</sup>
GTrans Proportion of the Net Pension Liability	<u>50.31818%</u>	<u>50.31818%</u>	<u>50.31818%</u>
GTrans's Proportionate Share of the Net Pension Liability	<u>\$ 16,916,479</u>	<u>\$ 12,394,309</u>	<u>\$ 10,288,210</u>
GTrans's Covered Payroll	<u>\$ 8,766,851</u>	<u>\$ 9,049,080</u>	<u>\$ 8,756,618</u>
GTrans's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Its Covered Payroll	<u>192.96%</u>	<u>136.97%</u>	<u>117.49%</u>
GTrans's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	<u>76.80%</u>	<u>82.27%</u>	<u>84.97%</u>



**The GTrans Enterprise Fund of the City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Pensions**  
**For the Year Ended June 30, 2022**

**Last Ten Fiscal Years**

**California Public Employees' Retirement System ("CalPERS") - GTrans**

Fiscal Year	2021-22 <sup>1</sup>	2020-2021	2019-20	2018-19	2017-18
Actuarially determined contribution	\$ 981,092	\$ 2,102,021	\$ 1,993,187	\$ 1,651,631	\$ 1,517,116
Contributions in relation to the actuarially determined contribution	(981,092)	(22,470,696)	(1,993,187)	(1,651,631)	(1,517,116)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ (20,368,675)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Payroll <sup>2</sup>	\$ 9,856,478	\$ 8,986,120	\$ 10,165,752	\$ 9,725,277	\$ 9,297,404
Contributions as a percentage of covered payroll <sup>2</sup>	9.95%	250.06%	19.61%	16.98%	16.32%

<sup>1</sup> Historical information is presented only for measurement periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

<sup>2</sup> Covered payroll represented above is based on pensionable earnings.

**Notes to Schedule:**

Benefit Changes: There were no changes in benefit terms.

Changes of Assumptions: In 2021, 2020 and 2019, there were no changes. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense).



**The GTrans Enterprise Fund of the City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Pensions (Continued)**  
**For the Year Ended June 30, 2022**

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**Last Ten Fiscal Years**

**California Public Employees' Retirement System ("CalPERS") - GTrans**

Fiscal Year	2016-17	2015-16	2014-15	2013-14
Actuarially determined contribution	\$ 1,329,405	\$ 1,163,588	\$ 1,014,203	\$ 819,390
Contributions in relation to the actuarially determined contribution	(1,329,405)	(1,163,588)	(1,014,203)	(819,390)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Payroll	\$ 8,881,850	\$ 8,766,851	\$ 9,049,080	\$ 8,756,818
Contributions as a percentage of covered payroll	14.97%	13.27%	11.21%	9.36%



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**The GTrans Enterprise Fund of the City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Changes in Net OPEB Liability and Related Ratios**  
**For the Year Ended June 30, 2022**

**Last Ten Fiscal Years**

**GTrans Retiree Healthcare Plan**

Measurement period	2020-2021	2019-2020	2018-19	2017-18	2016-17 <sup>1</sup>
<b>Total OPEB liability</b>					
Service cost	\$ 340,578	\$ 299,863	\$ 291,129	\$ 238,960	\$ 232,000
Interest	691,860	706,976	661,199	629,344	598,000
Changes of benefit terms	-	-	-	-	-
Changes of assumptions	-	117,261	-	(357,602)	-
Differences between expected and actual experience	-	(294,459)	-	301,185	-
Benefit payments, including refunds	(272,358)	(276,271)	(289,528)	(494,701)	(462,000)
Other - funding rates used by benefits paid	-	-	-	-	190,000
<b>Net change in total OPEB liability</b>	<b>760,080</b>	<b>553,370</b>	<b>662,800</b>	<b>317,186</b>	<b>558,000</b>
<b>Total OPEB liability - beginning of year</b>	<b>10,865,356</b>	<b>10,311,986</b>	<b>9,649,186</b>	<b>9,332,000</b>	<b>8,774,000</b>
<b>Total OPEB liability - end of year (a)</b>	<b>\$ 11,625,436</b>	<b>\$ 10,865,356</b>	<b>\$ 10,311,986</b>	<b>\$ 9,649,186</b>	<b>\$ 9,332,000</b>
<b>OPEB fiduciary net position</b>					
Contributions - employer	\$ 272,358	\$ 276,271	\$ 289,528	\$ 4,516,245	\$ 462,000
Contributions - employee	-	-	-	-	-
Net investment income	1,231,806	152,987	251,747	60,118	-
Benefit payments, including refunds	(272,358)	(276,271)	(289,528)	(494,701)	(462,000)
Administrative expense	(1,696)	(2,115)	(874)	(505)	-
Other changes	-	-	-	-	-
<b>Net change in plan fiduciary net position</b>	<b>1,230,110</b>	<b>150,872</b>	<b>250,873</b>	<b>4,081,157</b>	<b>-</b>
<b>Plan fiduciary net position - beginning of year</b>	<b>4,482,902</b>	<b>4,332,030</b>	<b>4,081,157</b>	<b>-</b>	<b>-</b>
<b>Plan fiduciary net position - end of year (b)</b>	<b>\$ 5,713,012</b>	<b>\$ 4,482,902</b>	<b>\$ 4,332,030</b>	<b>\$ 4,081,157</b>	<b>\$ -</b>
<b>Plan net OPEB liability - end of year (a) - (b)</b>	<b>\$ 5,912,424</b>	<b>\$ 6,382,454</b>	<b>\$ 5,979,956</b>	<b>\$ 5,568,029</b>	<b>\$ 9,332,000</b>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	<b>49.14%</b>	<b>41.26%</b>	<b>42.01%</b>	<b>42.30%</b>	<b>0.00%</b>
<b>Covered payroll</b>	<b>\$ 8,791,518</b>	<b>\$ 10,811,701</b>	<b>\$ 9,798,690</b>	<b>\$ 10,316,000</b>	<b>\$ 9,759,000</b>
<b>Plan net OPEB liability as a percentage of covered payroll</b>	<b>67.25%</b>	<b>59.03%</b>	<b>61.03%</b>	<b>53.97%</b>	<b>95.62%</b>

<sup>1</sup> Historical information is presented only for measurement periods after GASB 75 implementation in 2016-17.

**Notes to Schedule:**

Changes of assumptions: In 2020, the discount rate changed from 6.75 percent to 6.25 percent and the inflation assumption was changed from 2.75 percent per year to 2.50 percent. In 2019, There were no changes in assumptions. In 2018, medical plan at retirement assumption updated, trend rate updated, demographic assumptions were updated to CalPERS 1997-2015 Experience Study, and mortality improvement scale was updated to Scale MP-2018. In 2017, there were no changes.

Changes of benefit terms: There were no changes of benefit terms in 2020.



**The GTrans Enterprise Fund of the City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Other Postemployment Benefits**  
**For the Year Ended June 30, 2022**

<b>Last Ten Fiscal Years</b>					
<b>GTrans Retiree Healthcare Plan</b>					
Fiscal Year	2021-22	2020-21	2019-20	2018-19	2017-18
Actuarially determined contribution	\$ 899,000	\$ 848,000	\$ 776,000	\$ 721,000	\$ 785,000
Contributions in relation to the actuarially determined contribution	(873,696)	(272,358)	(276,271)	(532,056)	(4,516,544)
Contribution deficiency (excess)	<u>\$ 25,304</u>	<u>\$ 575,642</u>	<u>\$ 499,729</u>	<u>\$ 188,944</u>	<u>\$ (3,731,544)</u>
Covered payroll	\$ 10,494,293	\$ 8,791,518	\$ 10,811,701	\$ 9,798,690	\$ 10,316,000
Contributions as a percentage of covered payroll	8.33%	3.10%	2.56%	5.43%	43.78%

<sup>1</sup> Historical information is presented only for measurement periods after GASB 75 implementation in 2016-17.

**Notes to Schedule:**

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2021-22 were derived from the June 30, 2020 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Remaining amortization period	17 years fixed period for 2021-22
Asset valuation method	Investment gains and losses spread over 5-year rolling period
Discount rate	6.25%
General inflation	2.50%
Medical trend	Non-Medicare - 6.75% for 2021, decreasing to an ultimate rate of 3.75% in 2076. Medicare - 5.85% for 2021, decreasing to an ultimate rate of 3.75% in 2076.
Mortality	CalPERS 1997-2015 experience study.
Mortality improvement	Post-retirement mortality projected fully generational with Scale MP-2020.



**The GTrans Enterprise Fund of the City of Gardena**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions - Other Postemployment Benefits (Continued)**  
**For the Year Ended June 30, 2022**

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**Last Ten Fiscal Years**

**GTrans Retiree Healthcare Plan**

Fiscal Year	<u>2016-2017<sup>1</sup></u>
Actuarially determined contribution	\$ 848,000
Contributions in relation to the actuarially determined contribution	<u>(462,000)</u>
Contribution deficiency (excess)	<u>\$ 386,000</u>
Covered payroll	\$ 9,759,000
Contributions as a percentage of covered payroll	4.73%



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## **SUPPLEMENTARY INFORMATION**



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**The GTrans Enterprise Fund of the City of Gardena**  
**Supplementary Information**  
**For the Year Ended June 30, 2022**

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**Schedule of Farebox Recovery Ratio Calculation**

The GTrans is subject to the provisions of TDA Section 99268.3 and must maintain a minimum fare ratio of 20%.

For the year ended June 30, 2022, the GTrans' Farebox recovery ratios of operating revenues to operating expenses were as follows:

Operating revenues:	
Bus operation related passenger fares	\$ 1,171,609
Local support:	
Proposition A - Local Return	1,763,434
Service charges for maintenance of City's vehicles	154,267
Measure R Local Return	2,363,811
Proposition C - MOSIP	110,586
Other revenues	69,261
Total operating revenues	<u>\$ 5,632,968</u>
Operating expenses	\$25,833,948
Less: Depreciation/amortization expense	<u>(4,755,979)</u>
Total operating expenses, excluding depreciation/amortization	<u>\$21,077,969</u>
Farebox recovery ratio	<u>27%</u>



**The GTrans Enterprise Fund of the City of Gardena**  
**Supplementary Information (Continued)**  
**For the Year Ended June 30, 2022**

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**Schedules of Proceeds Received and Expended**

**Measure R**

Unexpended proceeds at beginning of the year	\$ 3,206,268
Proceeds received/expended:	
Measure R Allocation	2,363,811
Interest income	14,672
Expense incurred	<u>(2,378,483)</u>
Unexpended proceeds at end of the Year	<u><u>\$ 3,206,268</u></u>





# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 12.B  
Section: DEPARTMENTAL  
ITEMS - ADMINISTRATIVE  
SERVICES  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: Approve Microsoft Software Assurance and Licensing Agreement with Dell Technologies for \$575,787.12 for the period January 1, 2023 thru December 31, 2025.

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

**Staff Recommendation: Approve Proposal**

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

The City's current Microsoft Software Assurance and Licensing Agreement is expiring on December 31, 2022, described below is the requirements and the process used to select the next vendor.

Microsoft software that is not properly licensed and maintained under a software assurance agreement is subject to penalties that could be up to two to three times the cost of the contract. Proper licensing assures that the City's software will be upgraded to the most current version with no additional costs and provides training directly from Microsoft as well as technical assistance. Unlicensed Microsoft products are subject to license revocations, which could result in server failure and total non-functionality of the City's computer systems.

The City completed a full audit of its licenses and worked in conjunction with City Departments to update license counts to match the current needs of the departments. Once the accurate license counts were determined the City "piggybacked" on the County of Riverside Microsoft Enterprise Master Agreement contract to leverage the buying power of the County and obtain the related discounted rates. This follows the Gardena Municipal Code 2.60.140 which specifies; where purchases are to be made in concert with other governmental agencies, formal bid requirements as set forth in this chapter shall be waived and the purchasing officer shall be authorized to procure materials, supplies, and services in cooperation with other governmental of public entities, commonly referred to as "piggybacking" .

The City reached out to and requested three-year proposal quotes from Licensed Solution Providers as designated by the Riverside County Master Agreement: 8084445

1. Dell Technologies- \$575,787.12
2. SHI International Corp.- \$585,682.62
3. CDW-G Government, LLC- \$610,894.68



4. Crayon Software Experts, LLC (Current Vendor)- \$756,892.39
5. Insight LSP- No response received
6. Softchoice- No response received
7. Zones LSP-No response received

Staff recommends the that the City Council approve a three-year contract; January 1, 2023- December 31, 2025 with the lowest qualified bidder, Dell Technologies. Dell manages a considerable portion of all Microsoft Enterprise Agreements throughout the State of California, leveraging the Riverside County/CCISDA/MISAC Microsoft Enterprise Agreement contract (Dell contract with the County# PSA-0001524), and offers a dedicated, Los Angeles-based Microsoft licensing specialist dedicated to California cities and counties.

**FINANCIAL IMPACT/COST:**

<b>FUND TYPE</b>	<b>FY 2022-2023</b>	<b>FY 2023-2024</b>	<b>FY 2024-2025</b>	<b>FY 2025-2026</b>	<b>TOTAL</b>
General Fund	\$59,122	\$118,244	\$118,244	\$59,122	\$354,732
Technology Fund	\$16,712	\$33,423	\$33,423	\$16,712	\$100,270
Gtrans Fund	\$17,027	\$34,054	\$34,054	\$17,027	\$102,162
Other Funds (Sewer & Grants)	\$3,104	\$6,208	\$6,208	\$3,103	\$18,623
<b>TOTAL</b>	<b>\$95,965</b>	<b>\$191,929</b>	<b>\$191,929</b>	<b>\$95,964</b>	<b>\$575,787</b>

**ATTACHMENTS:**

[Attachment #1-Dell 3 Year Microsoft Assurance and Licensing Proposal-\\$575,787-City of Gardena.pdf](#)  
[Attachment #2- Riverside County Master Agreement and Dell Agreement Nov 1 2019-October 31 2021-.pdf](#)  
[Attachment #3-Dell Amended Agreement Nov 1, 2019 through October 31, 2024.pdf](#)

APPROVED:




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Clint Osorio, City Manager





Dell Customer Confidential

# Quotation

**Customer:**

**City of Gardena**

Dell Microsoft Licensing Specialist: Sam Andrews, sam.andrews@dell.com  
512.720.4469

Date of Issue: 12/7/2022  
Quote expiration: 12/31/2022

## Master Agreement: 8084445

Enrollments		EA Renewal (annual)	3-year Total of Payments	
(TBD)		\$191,929.04	\$575,787.12	



City of Gardena						
		EA Renewal Estimate				
Program	Part Number	Item Description	Monthly Unit Price	Annual Unit Price	Quantity	Extended Price
Annual Pricing						
Enterprise Online Services Subscriptions / Enterprise Products						
		M365 G3 Unified FUSL GCC Sub Per User (price valid if your EA expires on 1/31/2023 or earlier)				
Enterprise Agreement	AAD-34704		\$ 30.08	\$ 360.96	314	\$ 113,341.44
Enterprise Agreement	AAL-45735	M365 G5 GCC Sub Per User	\$ 49.88	\$ 598.56	29	\$ 17,358.24
Enterprise Agreement						
Additional Products						
Enterprise Agreement	9EA-00278	Win Server DC Core ALng SA 2L (qty 320 = 640 cores)		\$ 123.79	320	\$ 39,612.80
Enterprise Agreement	7NQ-00292	SQL Server Standard Core ALng SA 2L (qty 24 = 48 cores)		\$ 634.00	24	\$ 15,216.00
Enterprise Agreement						\$ -
Enterprise Agreement						\$ -
Additional Products Subscriptions						
		O365 F3 GCC Sub Per User (leaving these as "O365-F3" for the moment; if you'd like me to change these to "M365-F3" (adding EMS and Windows Ent upgrade), just let me know)				
Enterprise Agreement	3KS-00001		\$ 2.98	\$ 35.76	149	\$ 5,328.24
Enterprise Agreement	P3U-00001	Visio P2 GCC Sub Per User	\$ 11.17	\$ 134.04	8	\$ 1,072.32
Enterprise Agreement				\$ -		\$ -
Enterprise Agreement				\$ -		\$ -
				Annual Price		\$ 191,929.04
				3-year Total Price		\$ 575,787.12



**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.16  
MT: (ID # 11118)**

**MEETING DATE:**

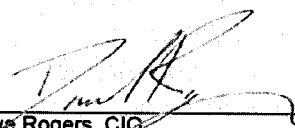
**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Tuesday, October 22, 2019

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT): Approve the Licensing Solution Provider Agreements with the Licensing Solution Providers (LSP) from November 1, 2019 through October 31, 2021 to Enroll Other Governmental Agencies in Microsoft Enterprise Agreement #8084445, All Districts. [RCIT ISF Contract Revenue]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Licensing Solution Provider Agreements with the ten (10) Licensing Solution Providers (LSP) listed in the background summary from November 1, 2019 through October 31, 2021, to provide contract management and license support services for the County and its enrolled affiliates for licenses and technical support services purchased under the County's Microsoft Enterprise Agreement #8084445, and authorize the Chairman of the Board to execute the Agreements on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that exercise the options of the Agreement, including modifications of the services and rates that stay within the intent of the Agreement.

**ACTION:Policy**

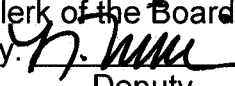
  
Dave Rogers, CIO 10/15/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: October 22, 2019  
xc: RCIT

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Revenue (0.5% of all enrollments)			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	19/20-21/22

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside is entering into a new Microsoft Enterprise Agreement No. 8084445 (the "Master Agreement") for the purchase of software licenses, software maintenance, cloud services, and professional services. Under this Master Agreement Riverside County, along with its enrolled affiliates, will have the ability to enter into one or more enrollments for Microsoft products and/or services. Common desktop products that are purchased include but are not limited to Microsoft Windows, Microsoft Office, Microsoft Visio, and Microsoft Project. Common enterprise products include but are not limited to Microsoft Windows Server, Microsoft SQL Server, and Microsoft System Center. Common cloud subscription services include but are not limited to Microsoft Office 365, Microsoft Intune, and Microsoft Azure. Due to the accelerated evolution and demands for technology, the Public Sector has started sharing the risk with companies like Microsoft to build and maintain systems which ease the burden of delivering enterprise class services through Cloud, Software as a Service (SAAS), and Infrastructure as a Service (IAAS) products and services.

Enterprise class security and regulatory compliance creates a catalyst for a new kind of relationship with Technology Partners like Microsoft.

This Licensing Solution Provider Agreement (the "Agreement") is intended to be available and leveraged by government agencies throughout the State of California (the "Enrolled Affiliates"). The Licensing Solution Providers are: 1) CDW Government LLC, 2) Crayon Software Experts LLC, 3) Dell Marketing LP, 4) GovConnection Inc., 5) Insight Public Sector Inc., 6) PCMG Inc., 7) SHI International Corp., 8) SoftChoice Corporation, 9) SoftwareOne Inc., and 10) Zones LLC.

An agreement of this nature allows agencies to lock in pricing for the length of their enrollment, amortize the cost of new licenses and support across multiple years, provide unlimited access to all Microsoft software, and allow flexibility to raise and lower commitments on hosted services. Like the County of Riverside, other government entities have been challenged with keeping software current while minimizing the associated costs. The Microsoft Enterprise Agreement's Software Assurance Benefits allows for licensing rights to the most current released version to be utilized at no additional cost which mitigates the risk of potential cost increases of Microsoft products over the next two years.



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

There are currently over 900 government agencies that utilize the existing County of Riverside Microsoft Master Agreement. The County of Riverside has made significant strides toward setting standards on enterprise software and licensing agreements with an emphasis on consolidated agreements. These standards and volume pricing are shared with other government entities across the State of California as more government agencies are finding the benefits of entering into a Microsoft Enterprise Agreement.

**Impact on Residents and Businesses**

There is no negative impact on citizens and businesses. The master agreement provides maximum discounts as a result of cooperative efforts with various governmental agencies in the State of California.

**Additional Fiscal Information**

The Licensing Solution Provider (LSP) will be charged .5% of the annual enrollment amount per each Enrolled Affiliate to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually ( $100K \times .5\%$ ). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date. These costs are not to be pushed to the customers and should be absorbed by the LSP as directed in Licensing Solution Provider Agreement and RFQ #RIVCO-2020-RFQ-0000048.

**Contract History and Price Reasonableness**

The Purchasing Department on behalf of the departments issued a bid, Request for Quote (RFQ) #RIVCO-2020-RFQ-0000048, for County-wide Microsoft licenses, product and services available on Microsoft Enterprise Agreement #8084445 through an authorized Licensing Solution Provider (LSP). The RFQ was viewed by forty-seven (47) companies and the County received bids from ten (10) LSP's with ten (10) responsive bids. The bid responses were based on a percentage mark-up or mark-down from the Government level pricing established by Microsoft and provided to all LSP's. The bid ranges were from -0.56% markdown to a 3.50% mark-up.

**ATTACHMENTS:**

1. CDWG LSP Agreement
2. Crayon LSP Agreement
3. Dell LSP Agreement
4. GovConnect LSP Agreement
5. Insight LSP Agreement



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

6. PCMG LSP Agreement
7. SHI LSP Agreement
8. SoftChoice LSP Agreement
9. SoftwareOne LSP Agreement
10. Zones LSP Agreement

  
Tina Grande, Assistant Purchasing Director 10/16/2019

  
Gregory V. Priapros, Director County Counsel 10/16/2019



**Licensing Solution Provider Agreement Number PSA-0001524**

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Dell Marketing L.P., a Texas corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

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

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.
2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.
3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.
  - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.
  - 3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.
4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").
5. Hold Harmless/Indemnification:
  - 5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage







**Licensing Solution Provider Agreement Number PSA-0001523**

**Exhibit E  
Master Agreement**

Attached include the followings:

- 1) Signature Form
- 2) Microsoft Enterprise Agreement
- 3) Microsoft Enterprise Agreement Amendment



# Microsoft Document Headersheet

*\* This is for informational purposes only \**

**MSE#:**

(MSLI  
Tracking  
Number)

**5-0000004275258**

**Doc Type:**

**Signature Form**

*Do not modify the formatting or spacing of this Form above this text*

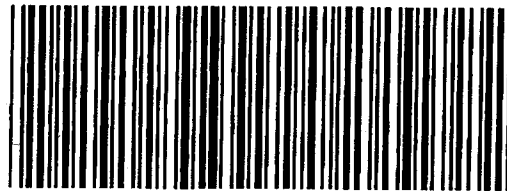
**Subsidiary:**

Country: **United States**

**Account Manager Name / Alias:**

**LAR/LAD/ESA:**

**Insight Direct USA, Inc.**



**Program/Version**

**EA 6 2016**

(Scanning Code)

**ACCOUNT: County of Riverside**

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

**Comments:**





# Volume Licensing

## Program Signature Form

MBA/MESA number

Agreement number

808444S

004-kayleed-S-04

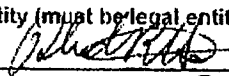
**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

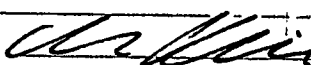

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

<b>Customer</b>	
Name of Entity (must be legal entity name)* County of Riverside	
Signature* 	
Printed First and Last Name* Richard R. Hai	
Printed Title Sr. Procurement Contract Specialist	
Signature Date* 08/22/2019	
Tax ID	

\* indicates required field

FORM APPROVED COUNTY COUNSEL  
BY  8/22/19  
DATE  
SUSANNA N. OH



<b>Microsoft Affiliate</b>	
Microsoft Corporation	
Signature  Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)	 <b>Microsoft</b> Microsoft Corporation <b>AUG 23 2019</b> <b>Chance Krail</b> Duly Authorized on behalf of Microsoft Corporation
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

<b>Customer</b>
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

\* indicates required field

<b>Outsourcer</b>
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA



# Microsoft Document Headersheet

*\* This is for informational purposes only \**

**MSE#:**

(MSLI  
Tracking  
Number)

**5-0000004275258**

**Doc Type:**

**[REDACTED] Agreement**

*Do not modify the formatting or spacing of this Form above this text*

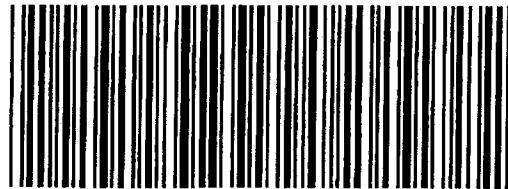
**Subsidiary:**

Country: **United States**

**Account Manager Name / Alias:**

**LAR/LAD/ESA:**

**Insight Direct USA, Inc.**



**Program/Version**

**EA 6 2016**

(Scanning Code)

**ACCOUNT: County of Riverside**

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

15

**Comments:**





## Enterprise Agreement

## State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

**Effective date.** The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

**Please note:** Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

### Terms and Conditions

#### 1. Definitions.

"Affiliate" means

- a. with regard to Customer,
  - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
  - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
  - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.



"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. How the Enterprise program works.**

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.



- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

### 3. **Licenses for Products.**

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
- (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
  - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
  - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.



- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

#### **4. Making copies of Products and re-imaging rights.**

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
  - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
  - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
  - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

#### **5. Transferring and reassigning Licenses.**

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
- (i) an Affiliate, or
  - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an



operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

## 6. **Term and termination.**

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
  - (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or



(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

## **7. Use, ownership, rights, and restrictions.**

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.



- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

## **8. Confidentiality.**

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

## **9. Privacy and compliance with laws.**

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection



law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

## **10. Warranties.**

### **a. Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

## **11. Defense of third party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or



non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

## **12. Limitation of liability.**

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

## **13. Verifying compliance.**

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.



#### 14. **Miscellaneous.**

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.



- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.



## Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- ☐ MBSA  
☒ Agreement  
☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

### Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

#### 1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity\* County of Riverside  
Contact name\*: First Regina Last Funderburk  
Contact email address\* RFunderburk@rivco.org  
Street address\* 3450 14th Street, 4th Floor  
City\* Riverside State/Province\* California Postal code\* 92501-3861  
Country\* USA

Phone\* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

#### 2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity\* County of Riverside  
Contact name\*: First Regina Last Funderburk  
Contact email address\* RFunderburk@rivco.org  
Street address\* 3450 14th Street, 4th Floor  
City\* Riverside State/Province\* California Postal code\* 92501-3861



Country\* USA

Phone\* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

### **3. Subscriptions manager.**

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity\* County of Riverside

Contact name\*: First Regina Last Funderburk

Contact email address\* RFunderburk@rivco.org

Street address\* 3450 14th Street, 4th Floor

City\* Riverside State/Province\* California Postal code\* 92501-3861

Country\* USA

Phone\* 951-955-2265 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

### **4. Online services manager.**

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity\* County of Riverside

Contact name\*: First Luis Last Flores

Contact email address\* LFFlores@rivco.org

Street address\* 3450 14th Street, 4th Floor

City\* Riverside State/Province\* California Postal code\* 92501-3861

Country\* USA

Phone\* 951-955-8114 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

### **5. Customer Support Manager (CSM).**

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity\* County of Riverside

Contact name\*: First Luis Last Flores

Contact email address\* LFFlores@rivco.org

Street address\* 3450 14th Street, 4th Floor

City\* Riverside State/Province\* California Postal code\* 92501-3861

Country\* USA

Phone\* 951-955-8114 Fax

### **6. Primary contact information.**

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity\* County of Riverside



Contact name\*: First Jim Last Smith  
Contact email address\* jimsmith@rivco.org  
Street address\* 3450 14th Street, 4th Floor  
City\* Riverside State/Province\* CA Postal code\* 92501-3861  
Country\* US  
Phone\* 951-231-5909 Fax

**7. Notices contact and online administrator information.**

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ Same as primary contact

Name of entity\*

Contact name\*: First Last

Contact email address\*

Street address\*

City\* State/Province\* Postal code\*

Country\*

Phone\* Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.



# Microsoft Document Headersheet

*\* This is for informational purposes only \**

**MSE#:**

(MSLI  
Tracking  
Number)

**5-0000004275258**

**Doc Type:**

**Amendments**

*Do not modify the formatting or spacing of this Form above this text*

Subsidiary:

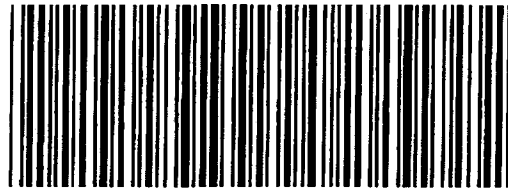
Country:

**United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

**Insight Direct USA, Inc.**



Program/Version

**EA 6 2016**

(Scanning Code)

**ACCOUNT: County of Riverside**

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

3

**Comments:**





## Amendment to Contract Documents

Agreement Number

8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement  
Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
  - a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

\*The examples include online services that are available in either the commercial or government cloud offerings.

\*\*Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:



- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD
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**Licensing Solution Provider Agreement Number PSA-0001524**

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Dell Marketing L.P., a Texas corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

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

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.
2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.
3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.
  - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.
  - 3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.
4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").
5. Hold Harmless/Indemnification:
  - 5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage



**Licensing Solution Provider Agreement Number PSA-0001524**

whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

- 5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- 5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.
  - 6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).
  - 6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.
  - 6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.
7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.
8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.
9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.
10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract



## **Licensing Solution Provider Agreement Number PSA-0001524**

amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K\*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:

Jim Smith  
3450 14th Street  
Riverside, CA 92501

COUNTY Secondary Contact:

Rick Hai  
2980 Washington Street  
Riverside, CA 92504

CONTRACTOR contact:

Alisson Harrington  
One Dell Way  
Round Rock, TX 78682

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would



**Licensing Solution Provider Agreement Number PSA-0001524**

conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- 13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

- 14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall



**Licensing Solution Provider Agreement Number PSA-0001524**


be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

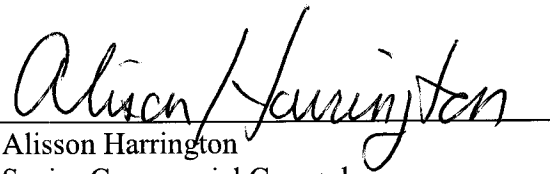
15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

**Dell Marketing L.P.**, a Texas corporation

By:   
Kevin Jeffries, Chairman  
Board of Supervisors

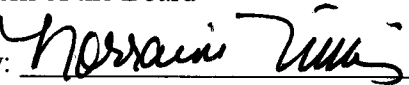
By:   
Alisson Harrington  
Senior Commercial Counsel

Dated: OCT 22 2019

Dated: October 11, 2019


ATTEST:

Kecia Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Susanna Oh, Deputy County Counsel



**Licensing Solution Provider Agreement Number PSA-0001524**

**Exhibit A**  
**Microsoft Enterprise license subscription and services**

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	-0.56
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	-0.43
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	-0.43
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	-0.43
5	All products for Select Plus Agreement No.7756479.		0.55
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00



**Licensing Solution Provider Agreement Number PSA-0001524**

**Exhibit B  
License Support Provider (LSP) service rates**

Line	Description	Certified Competency (Yes/No)	Hourly Rate
<b>Data and Artificial Intelligent</b>			
1	Build Intelligent Apps	Yes	\$425
2	Build Intelligent Agents	Yes	\$425
3	Machine Learning	Yes	\$425
4	Internet of Things	Yes	\$425
5	Globally distributed data	Yes	\$425
6	OSS Databases	Yes	\$425
7	Cloud Scale Analytics	Yes	\$425
8	Data Platform Modernization to Azure	Yes	\$425
9	Windows Server on Azure	Yes	\$425
10	Security & Management	Yes	\$425
11	Datacenter Migration	Yes	\$425
12	Modern Business Intelligence	Yes	\$425
<b>Biz Apps</b>			
1	Customer Service	Yes	\$425
2	Field Service	Yes	\$425
3	Marketing	Yes	\$425
4	Talent	Yes	\$425
5	Finance and Operations	Yes	\$425
6	Business Central	Yes	\$425
7	Power Apps	Yes	\$425
8	Power BI	Yes	\$425
<b>Apps and Infrastructure</b>			
1	Azure Stack	Yes	\$425
2	High Performance Compute	Yes	\$425
3	Cloud Native Apps using Serverless	Yes	\$425
4	Modernize Apps	Yes	\$425
5	SAP on Azure	No	\$425
6	Linux on Azure	Yes	\$425
7	Dev Ops	Yes	\$425
8	Business Continuity & Disaster Recovery	Yes	\$425
9	Windows Server on Azure	Yes	\$425
10	Security & Management	Yes	\$425
11	Datacenter Migration	Yes	\$425



Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit B (cont.)**  
**License Support Provider (LSP) service rates**

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	<b>Modern Workplace</b>		
1	User Adoption & Change Management	Yes	\$425
2	Security	Yes	\$425
3	GDPR & Compliance	Yes	\$425
4	Teamwork	Yes	\$425
5	Calling & Meetings	Yes	\$425
6	Modern Desktop	Yes	\$425
7	Office 365 Migration Assistance	Yes	\$425
7a	Mail	Yes	\$425
7b	Teams	Yes	\$425
7c	SharePoint	Yes	\$425
7d	OneDrive	Yes	\$425



Exhibit C  
Microsoft LSP Participation Form

DAVE ROGERS  
Assistant Chief Executive Officer  
Chief Information Officer

JIM SMITH  
Chief Technology Officer



JENNIFER HILBER, ACIO  
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO  
Converged Communications Bureau  
Public Safety Enterprise Communications

GIL MEHA, ACIO  
Technology Services Bureau

Microsoft LSP Participation Form  
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:  Attention: Rick Hai E-mail: <a href="mailto:RHai@rivco.org">RHai@rivco.org</a>	Payment should be made to: Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501  County of Riverside TIN #: 95-6000930
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Company Name: Dell Marketing L.P.  
Name: Stacie Becker Title: Proposal Manager  
Address: One Dell Way  
City: Round Rock Zip Code: 78682 Telephone #: 512-725-3007  
Fax #/s: \_\_\_\_\_ Email: Stacie.Becker@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Stacie Becker  
Signature  
  
Stacie Becker  
Printed Name

September 19, 2019  
Date  
  
Proposal Manager  
Title



**Licensing Solution Provider Agreement Number PSA-0001524**

**Exhibit D  
Microsoft LSP Reporting of Active Enrollments Form**

<b>LSP Name</b>	<i>Company name</i>							
<b>RIVCO Contract ID</b>	<i>RIVCO-20800-00x-xx/xx</i>							
<b>Microsoft Agreement Numbers</b>	<b>01E69633, 01E73134, AND NEW</b>							
<b>Master Enrollment</b>	<b>Enrollment Number:</b>	<b>Enrollment Entity:</b>	<b>Start Date:</b>	<b>End Date:</b>	<b>Annual Spend</b>	<b>Enrollment Contact:</b>	<b>Enrollment Contact Email:</b>	<b>Enrollment Contact Tel:</b>
8084445	87654321	Riverside County Information Technology	1/01/12	12/31/16	\$645,000.00	John Doe	John.Doe@riverside.org	951-555-1212
							-	
							-	
							-	



**Licensing Solution Provider Agreement Number PSA-0001524**

**Exhibit E  
Master Agreement**

Attached include the followings:

- 1) Signature Form
- 2) Microsoft Enterprise Agreement
- 3) Microsoft Enterprise Agreement Amendment



COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT  
WITH  
Dell Marketing L.P.

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Original Contract Term:	11/01/2019 through 10/31/2021
Original Contract ID:	PSA-0001524
Effective Date of Amendment:	04/01/2020
Original Annual Maximum Contract Amount:	\$0
Amended Annual Maximum Contract Amount:	\$0

This AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT with Dell Marketing L.P. (“First Amendment”), dated as of 01 April 2020, is entered into by and between the County of Riverside (“COUNTY”), a political subdivision of the State of California, and Dell Marketing L.P. (“CONTRACTOR”), a Texas corporation, sometimes collectively referred to as the “Parties”.

RECITALS

WHEREAS, COUNTY and Microsoft Corporation (“Microsoft”) have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the “Master Agreement”), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR and COUNTY entered into the aforementioned Licensing Solution Provider Agreement Number PSA-0001524 (the “Agreement”) to provide support services to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the first time to extend the period of performance of the Agreement.

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

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“This Agreement shall be effective from November 1, 2019 through October 31, 2024, unless terminated earlier (the “Term”).”
3. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.”
4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore



COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT  
WITH  
Dell Marketing L.P.

amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment.

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

By:   
Richard R. Hai  
Senior Procurement Contract Specialist

Dated: 4/28/2020

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna Oh  
Deputy County Counsel

Dell Marketing L.P., a Texas corporation

By:   
Amanda E. Hudson  
Contracts Manager

Dated: 4/17/20



COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT  
WITH  
Dell Marketing L.P.

amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this First Amendment.

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

By:   
Richard R. Hai  
Senior Procurement Contract Specialist

Dated: 4/28/2020

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Susanna Oh  
Deputy County Counsel

**Dell Marketing L.P.**, a Texas corporation

By:   
Amanda E. Hudson  
Contracts Manager

Dated: 4/17/20





# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 13.A  
Section: DEPARTMENTAL  
ITEMS - COMMUNITY  
DEVELOPMENT  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: New Fortunetelling Permit - #2 Psychic Reading & Meditation Center 1602 Artesia Boulevard Unit F Gardena, California 90248

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

**Staff Recommendation:** It is respectfully recommended that the City Council approve a new fortunetelling permit for Sophie Adams and Tiffany D. Johnson (dba: #2 Psychic Reading & Mediation Center)

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

New Fortunetelling Permit - #2 Psychic Reading & Meditation Center 1602 Artesia Boulevard Unit F Gardena, California 90248

Attached for City Council consideration is an application for a New Fortunetelling Permit from Sophie Adams and Tiffany D. Johnson (dba: #2 Psychic Reading & Meditation Center) located at 1602 Artesia Boulevard Unit F Gardena, California 90248. Departmental inspections and/or investigations, as well as a background check were conducted as required by Gardena Municipal Code Section 5.40.020. Additionally, the applicant has posted a bond in the amount of \$10,000.00 (ten thousand dollars) with the City of Gardena.

After reviewing the responses from the applicable departments and the reasons for denial stated in Section 5.04.160, it is recommended that the City Council approve the application.

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

#### **ATTACHMENTS:**

[Fortunetelling Permit Application.pdf](#)  
[Los Angeles County Fire Department Memo 10.12.2022.pdf](#)  
[Police Department Memo 11.23.2022.pdf](#)  
[Planning Division Memo 12.5.2022.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



**DEPARTMENT of COMMUNITY DEVELOPMENT**

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

**Fortunetelling Permit Application***Partnership*

The undersigned hereby makes application to the City Council of the City of Gardena, as required under the provisions of the Gardena Municipal Code (GMC) Section 5.40.010 through 5.40.120 to conduct the business or activity hereinafter referred to within said City, and in that connection supplies the following information, and makes the following statements:

Name of Applicant <i>SOPHIE ADAMS, RESPONSIBLE</i>	Phone No. <i>310-283-0701</i>
Home Address <i>1602 ARTESIA SQUARE UNIT F GARDENA CA 90248</i>	
Name of Business <i>#2 PSYCHIC READING AND MEDITATION</i>	Phone No. <i>(424) 558-7235</i>
Business Address <i>1602 ARTESIA SQUARE UNIT F GARDENA CA 90248</i>	
List any and all aliases or nicknames by which the applicant has been known: <i>NONE</i>	
Location of proposed fortunetelling activity <i>1602 ARTESIA SQUARE UNIT F GARDENA CA 90248</i>	
The type and nature of activity proposed (please give detailed description) <i>PSYCHIC READINGS TAROT CARD READINGS PALM READINGS</i>	
Explain in detail the past experience the applicant has had in connection with the proposed business for which the permit is requested <i>35 YEARS FORTUNETELLING</i>	
List the applicant's record or convictions for violations of the law including felonies and crimes of moral turpitude, but excluding minor traffic violations <i>NONE</i>	
Has any business permit ever been revoked or denied to the applicant in the past? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain in detail the circumstances of such revocation or denial and give the name and address of the authoritative body	
Notice, when required, to be sent to the following address <i>1602 ARTESIA SQUARE GARDENA CA 90248 UNIT F</i>	



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

The undersigned applicant understands and agrees that any business or activity conducted or operated under any permit and license issued under the application must and shall be operated in full conformity with all laws of the State of California and the laws and regulations of the City of Gardena applicable thereto, and that any violation of any such laws or regulations in said place of business or in connection therewith, shall render any permit and license therefore subject to immediate suspension or revocation, pursuant to the GMC Section 5.40.110.

I hereby acknowledge notice that the hearing on this application will be held before the City Council of the City of Gardena on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_O'clock \_\_\_\_M in the council chamber in the City Hall of the City at 1700 West 162<sup>nd</sup> Street therein, and I hereby waive any further notice of the said time, place, and purpose of said hearing.

Applicant's Signature <i>Sophie Adams</i>	
Printed Name <i>Sophie Adams</i>	Date <i>11/8/22</i>

I, *Sophie Adams*, being duly sworn, depose and say that the statements contained in the attached Application for Fortunetelling Permit are true and correct to the best of my knowledge and belief and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue or revocation of a permit and/or license hereunder.

Signature <i>Sophie Adams</i>	Date <i>11/7/22</i>
-------------------------------	---------------------



State of California

County of Los Angeles

On November 7, 2022 before me, Becky Romero, a notary public  
(Here insert the name and title of the officer)

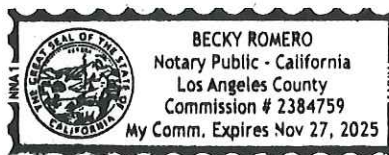
personally appeared Sophie Adams,

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 the 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

Becky Romero  
Signature of Notary Public

(Notary Seal)







## DEPARTMENT of COMMUNITY DEVELOPMENT

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

\$824-

### Fortunetelling Permit Application

The undersigned hereby makes application to the City Council of the City of Gardena, as required under the provisions of the Gardena Municipal Code (GMC) Section 5.40.010 through 5.40.120 to conduct the business or activity hereinafter referred to within said City, and in that connection supplies the following information, and makes the following statements:

Name of Applicant	Tiffany D Johnson	Phone No.	310 254-8457
Home Address	1602 unit F Artesia Gardena CA 90248		
Name of Business	PSYCHIC Reading & meditation center	Phone No.	310 254-8457
Business Address	1602 unit F Artesia Gardena CA 90248		
List any and all aliases or nicknames by which the applicant has been known:	None		
Location of proposed fortunetelling activity	1602 unit F Artesia bld Gardena CA 90248		
The type and nature of activity proposed (please give detailed description)	PSYCHIC Readings For over 35 Years Palm & Tarot cards and meditation in Gardena		
Explain in detail the past experience the applicant has had in connection with the proposed business for which the permit is requested	I had a PSYCHIC reading business For 35 years		
List the applicant's record or convictions for violations of the law including felonies and crimes of moral turpitude, but excluding minor traffic violations	None		
Has any business permit ever been revoked or denied to the applicant in the past? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain in detail the circumstances of such revocation or denial and give the name and address of the authoritative body			
Notice, when required, to be sent to the following address	1602 unit F Artesia bld Gardena CA 90248		



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

The undersigned applicant understands and agrees that any business or activity conducted or operated under any permit and license issued under the application must and shall be operated in full conformity with all laws of the State of California and the laws and regulations of the City of Gardena applicable thereto, and that any violation of any such laws or regulations in said place of business or in connection therewith, shall render any permit and license therefore subject to immediate suspension or revocation, pursuant to the GMC Section 5.40.110.

I hereby acknowledge notice that the hearing on this application will be held before the City Council of the City of Gardena on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_ O'clock \_\_\_\_M in the council chamber in the City Hall of the City at 1700 West 162<sup>nd</sup> Street therein, and I hereby waive any further notice of the said time, place, and purpose of said hearing.

Applicant's Signature <u>Tiffany</u>	
Printed Name <u>Tiffany Doreen Johnson</u>	Date <u>OCT 11 2022</u>

I, Tiffany Doreen Johnson, being duly sworn, depose and say that the statements contained in the attached Application for Fortunetelling Permit are true and correct to the best of my knowledge and belief and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue or revocation of a permit and/or license hereunder.

Signature <u>Tiffany</u>	Date <u>OCT 11 2022</u>
--------------------------	-------------------------



State of California

County of Los Angeles

On October 11, 2022 before me, Anahi Corte Public Notary,  
(Here insert the name and title of the officer)

personally appeared Tiffany Doreen Johnson,

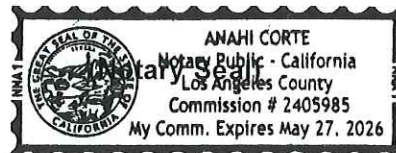
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon the 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

Anahi Corte

Signature of Notary Public







**MEMORANDUM**  
DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Police Department, Fire Department  
FROM: Gregg Tsujiuchi, Director  
SUBJ: Department Inspection & Investigation  
Request

DATE: October 12, 2022  
REF: Fortunetelling Permit 2022  
CC:

**Type of Application:** Fortunetelling Permit  
**Business:** #2 Psychic Reading & Meditation Center  
**Owner:** Sophie Adams & Tiffany D. Johnson  
**Location:** 1602 W. Artesia Square Suite F  
Gardena, CA 90248  
**Request Approval to:** Perform Fortunetelling Services

**Background:**

Attached is an application for a new fortunetelling permit. This application is being processed in accordance with the Council permit provision contained in Section 5.40.020 of the Gardena Municipal Code.

Please conduct the necessary departmental inspections and/or investigations and reply by **Wednesday October 26<sup>th</sup>, 2022**.

Your prompt attention to this request is greatly appreciated so that we can dispose of the matter without delay. Please call at ext. 518 if you have any questions.

**Department Response**

Name of Department:

*Fire*

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

☒ Recommend Approval

☐ Recommend Approval with  
Additional Conditions (see List of  
Conditions)

☐ Recommend Denial – See  
comments below/attached Memo.

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

Department Head Signature

*CA Johnson*

Date

*10/12/22*





# MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Police Department

DATE: November 28, 2022

FROM: Greg Tsujiuchi, Director

REF: Fortunetelling Permit 2022

SUBJ: Department Inspection & Investigation  
Request

CC:

**Type of Application:** Fortunetelling Permit  
**Business:** #2 Psychic Reading & Meditation Center  
**Owner:** Sophie Adams & Tiffany D. Johnson  
**Location:** 1602 W. Artesia Square Suite F  
Gardena, CA 90248  
**Request Approval to:** Perform Fortunetelling Services

## Background:

Attached is an application for a new fortunetelling permit. This application is being processed in accordance with the Council permit provision contained in Section 5.40.020 of the Gardena Municipal Code.

Please conduct the necessary departmental inspections and/or investigations and reply by Friday December 2, 2022.

Your prompt attention to this request is greatly appreciated so that we can dispose of the matter without delay. Please call me at ext. 527 if you have any questions.

## Department Response

Name of Department: **Police Department**

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

☒ Recommend Approval

☐ Recommend Approval with  
Additional Conditions (see List of  
Conditions)

☐ Recommend Denial – See  
comments below/attached Memo.

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

Department Head Signature

Date

*msf/oco*  
11/28/22





## MEMORANDUM

GARDENA POLICE DEPARTMENT

**To:** Todd Fox  
Captain

**DATE:** November 23, 2022,

**FROM:** Luis Contreras   
Sergeant

**REF:**

**SUBJ:** Psychic Reading & Meditation Center

**CC:** Chain of Command

Per Gardena Municipal Code 5.40 The Gardena Police Department's Special Investigations Unit recommends that the subject Certificate of Operation permit be issued based on the following results.

Tiffany Doreen Johnson and Sophie Adams both applied for a Fortune Telling Permit Application on October 11, 2022, in partnership. See attached Fortunetelling Permit Applications.

Tiffany Doreen Johnson's background was conducted using the following programs, DMV, WANTS, Tiburon, Mark43, and Livescan databases. The results of those queries were negative.

Sophie Adam's background was conducted using the following programs, DMV, WANTS, Tiburon, Mark43, and Livescan databases. The results of those queries were also negative.

On November 01, 2022, a business inspection was conducted at 1602 W. Artesia Blvd. Sq #F in the City of Gardena by Code Enforcement Officer Gabriel Jimenez. During the inspection, three violations were identified. GMC 5.04.040 (a) Business License Required, GMC 18.58.050 (h) Prohibited Signs (Signs in ROW), and GMC 18.58.050 (J) Prohibited Signs/Portable Signs.

On November 9, 2022, a second inspection was conducted by Code Enforcement Officer Gabriel Jimenez. During the inspection, two violations were identified. GMC 5.04.040 Business License Required and GMC 18.58.050 (h)(j) Prohibited Signs. During that inspection, both Tiffany Johnson and Sophie Adams were ordered to cease operations until a business license was granted.

On November 10, 2022, Code Enforcement Officer Gabriel Jimenez conducted the third business inspection and confirmed that the signs had been removed. No other violations were noted. See the attached notice of violation forms.



**GARDENA POLICE DEPARTMENT****MIKE SAFFELL, CHIEF of POLICE**

1718 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.GARDENAPD.ORG / PHONE (310) 217-9600

**FIRST NOTICE****NOTICE OF MUNICIPAL CODE VIOLATION**

Site in Violation: 1602 W. Artesia Square #F	Case Number: <b>C22-0327</b>
Owner/Occupant/Operator: Psychic Reading & Meditation Center	Violation Date: 11/01/2022
Mailing Address: 1602 W Artesia SQ Unit F, Gardena, CA 90248	Email:

**You are in violation of the following Gardena Municipal Code Regulations:**

TITLE	
<input checked="" type="checkbox"/> BUSINESS LICENSE AND REGULATIONS (5)	<input type="checkbox"/> ANIMALS (6)
<input type="checkbox"/> HEALTH AND SAFETY (8)	<input type="checkbox"/> PUBLIC PEACE, MORALS, AND WELFARE (9)
<input type="checkbox"/> VEHICLES AND TRAFFIC (10)	<input type="checkbox"/> PARKS, RECREATION, AND HUMAN SERVICES (11)
<input type="checkbox"/> STREETS, SIDEWALKS AND PUBLIC PLACES (12)	<input type="checkbox"/> PUBLIC WORKS (13)
<input type="checkbox"/> HOUSING (14)	<input checked="" type="checkbox"/> BUILDINGS AND CONSTRUCTION (15)
<input type="checkbox"/> ZONING (18)	<input type="checkbox"/>

VIOLATION(S)		<input checked="" type="checkbox"/> See Attached
1: 5.04.040 (A) Business License Required	4:	
2: 18.58.050 (H) Prohibited Signs- Signs in ROW	5:	
3: 18.58.050 (J) Prohibited Signs- Portable Signs	6:	

**ADDITIONAL INFORMATION:**

You are receiving this correspondence because something on your property is out of compliance with the City's Municipal Code. We are seeking your voluntary compliance in resolving the issues listed below by the compliance date.

**REQUIRED ACTION:****COMPLY BY OR BEFORE: 11/09/2022**

The City of Gardena requires a business license to operate. Cease all business activities and advertisement for the psychic business until a license and required permit(s) are obtained. Additionally, remove the portable signs from the parkway and the residential property by November 9, 2022.

**Voluntary compliance is requested. Failure to respond or comply in a timely fashion will result in legal action. Legal action may include citations, prosecution for misdemeanor violation(s), court appearances, and fines. If you have questions or require further information, please call the Code Enforcement Office at (310)-217-6171.**

Code Enforcement Officer: G. Jimenez	Date: 11/09/2022
Phone/Email 310-217-6181 gjimenez@gardenapd.org	<input checked="" type="checkbox"/> Issued <input type="checkbox"/> Posted <input type="checkbox"/> Mailed <input type="checkbox"/> Emailed





# GARDENA POLICE DEPARTMENT

1718 W. 162nd Street • Gardena, CA 90247

Phone (310) 217-9600 • Fax (310) 217-9638

Thomas Kang, Chief of Police

## NOTICE OF MUNICIPAL CODE VIOLATION

Site in Violation: <u>1602 W AIRTESIA #F</u>	Case Number:
Owner/Occupant/Operator: <u>PSYCHIC MEDITATION HEALING</u>	Violation Date: <u>11-9-2022</u>
Mailing Address: <u>GARDENA PSYCHIC</u>	Email:

You are in violation of the following Gardena Municipal Code Regulations:

TITLE	
<input checked="" type="checkbox"/> BUSINESS LICENSE AND REGULATIONS (5)	<input type="checkbox"/> ANIMALS (6)
<input type="checkbox"/> HEALTH AND SAFETY (8)	<input type="checkbox"/> PUBLIC PEACE, MORALS, AND WELFARE (9)
<input type="checkbox"/> VEHICLES AND TRAFFIC (10)	<input type="checkbox"/> PARKS, RECREATION, AND HUMAN SERVICES (11)
<input type="checkbox"/> STREETS, SIDEWALKS AND PUBLIC PLACES (12)	<input type="checkbox"/> PUBLIC WORKS (13)
<input type="checkbox"/> HOUSING (14)	<input type="checkbox"/> BUILDINGS AND CONSTRUCTION (15)
<input checked="" type="checkbox"/> ZONING (18)	<input type="checkbox"/>

VIOLATION(S)		<input type="checkbox"/> See Attached
1: <u>S.04.040 (A) BUSINESS LIC REQ</u>	4:	
2: <u>18.58.050 (H)(J) PROHIBITED SIGNS</u>	5:	
3:	6:	

### ADDITIONAL INFORMATION:

REQUIRED ACTION:	COMPLY BY OR BEFORE: <u>NOV 9, 2022</u>
<u>-A BUSINESS LICENSE IS REQUIRED TO OPERATE IN THE CITY OF GARDENA. (CEASE OPERATION AND ADVERTISEMENT OF BUSINESS UNTIL A LICENSE AND REQUIRED PERMIT(S) ARE OBTAINED. REMOVE PORTABLE SIGNS FROM THE PARKWAY AND BY THE FRONT DOOR 134 11/9/2022</u>	

Voluntary compliance is requested. Failure to respond or comply in a timely fashion will result in legal action. Legal action may include citations, prosecution for misdemeanor violation(s), court appearances, and fines. If you have questions or require further information, please call the Code Enforcement Office at (310)-217-6171.

Code Enforcement Officer: <u>G. JIMENEZ</u>	Date: <u>11-9-22</u>
Phone/Email: <u>310-717-6181 / GJIMENEZ@CITYOFGARDENA.ORG</u>	<input type="checkbox"/> Issued <input checked="" type="checkbox"/> Posted <input type="checkbox"/> Mailed <input type="checkbox"/> Emailed

Service with Pride and Professionalism





# MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Planning Division

DATE: December 5, 2022

FROM: Greg Tsujiuchi, Director

REF: Fortunetelling Permit 2022

SUBJ: Department Inspection & Investigation  
Request

CC:

**Type of Application:** Fortunetelling Permit  
**Business:** #2 Psychic Reading & Meditation Center  
**Owner:** Sophie Adams & Tiffany D. Johnson  
**Location:** 1602 W. Artesia Square Suite F  
Gardena, CA 90248  
**Request Approval to:** Perform Fortunetelling Services

## Background:

Attached is an application for a new fortunetelling permit. This application is being processed in accordance with the Council permit provision contained in Section 5.40.020 of the Gardena Municipal Code.

Please conduct the necessary departmental inspections and/or investigations and reply by Friday December 2, 2022.

Your prompt attention to this request is greatly appreciated so that we can dispose of the matter without delay. Please call me at ext. 527 if you have any questions.

## Department Response

Name of Department: Planning, Community Development

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

☐ Recommend Approval

☒ Recommend Approval with  
Additional Conditions (see List of  
Conditions)

☐ Recommend Denial – See  
comments below/attached Memo.

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

Division Head Signature

*Monica Garcia*

Date

*12/5/2022*






# MEMORANDUM

DEPARTMENT of COMMUNITY DEVELOPMENT

TO: Business License Division

DATE: December 5, 2022

FROM: Amanda Acuna, Senior Planner 

REF: Fortunetelling Permit 2022

SUBJ: RE: Department Inspection & Investigation Request CC:

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The property at 1602 West Artesia Square Suite F is located in the Artesia Corridor Specific Plan (ACSP). Fortunetelling is not a listed use under this specific plan. In accordance with the Artesia Corridor Specific Plan, when a use is not specifically listed, it shall be subject to a review based on the consistency within the purpose and intent of the land use categories and planning areas by the Community Development Director. The subject location falls under plan area 3 of the specific plan, which is designated for Mixed-Use and allows for commercial, residential, or live/work uses. The subject unit is a live-work unit, and the applicant is requesting to operate a fortunetelling establishment within the ground floor workspace. Under Title 18 (Zoning) of the Gardena Municipal Code (GMC) fortunetelling is an allowed use in all commercial zoning districts (C-R, C-P, C-2, C-3) including in the Commercial-Residential (C-R) zone, a similar designation to the Mixed-Use category within the specific plan. Therefore, it was determined that the proposed fortunetelling use at 1602 West Artesia Square Suite F, would be allowed pursuant to obtaining a Home Occupancy Permit in accordance with GMC Chapter 18.56, and a Fortunetelling Permit in accordance with GMC Chapter 5.40.

It is noted that the Code Enforcement Division conducted a site inspection at 1602 West Artesia Square Suite F on November 1, 2022 and identified three violations relating to operations without a business license and for prohibited portable signs within the public right-of-way. On November 9, 2022, a second notice of violation was issued to the business for the same violations. However, on November 10, 2022, the Code Enforcement Division conducted another site inspection and confirmed the signs were removed and no further violations were identified.

At this time the Planning Division has no objections to the issuance of a Fortunetelling Permit to the applicant provided a Home Occupation Permit is obtained.





# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 13.B  
Section: DEPARTMENTAL  
ITEMS - COMMUNITY  
DEVELOPMENT  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: ORDINANCE NO. 1846, Relating to the Protection of Property During Demolition, Including a Determination that the Ordinance is Exempt from the Provisions of the California Environmental Quality Act Pursuant to the Common Sense Exemption Set Forth in Guidelines Section 15061(B)(3) and Under CEQA Guidelines Section 15305 (Class 5) for Minor Alterations in Land Use Limitations

**COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Introduce Ordinance 1846.**

**RECOMMENDATION AND STAFF SUMMARY:**

At a previous City Council meeting, a resident expressed their concerns about dust and lack of notification during the demolition of an abandoned large hospital located at 2315 Marine Ave.

Subsequently, staff received a directive to conduct a survey of surrounding cities that have ordinances related to demolition and notification requirements. At the City Council meeting held October 11, 2022, the Council directed staff to draft an ordinance using language similar to that of the City of Hermosa Beach. Staff has drafted an Ordinance on demolition activities in order to address the larger projects that have the potential to cause concerns to nearby residents.

**FINANCIAL IMPACT/COST:**

None.

**ATTACHMENTS:**

[Staff Report Ordinance 1846.pdf](#)

[Attachment A - Ordinance No. 1846.pdf](#)

APPROVED:

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Clint Osorio, City Manager





# **City of Gardena**

## **City Council Meeting**

Agenda Item No.: 13.B  
Department: Community Development  
Meeting Date: December 13, 2022  
Ordinance No. 1846

### **AGENDA STAFF REPORT**

**AGENDA TITLE:**     ORDINANCE NO. 1846, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, RELATING TO THE PROTECTION OF PROPERTY DURING DEMOLITION, INCLUDING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO THE COMMON SENSE EXEMPTION SET FORTH IN GUIDELINES SECTION 15061(B)(3) AND UNDER CEQA GUIDELINES SECTION 15305 (CLASS 5) FOR MINOR ALTERATIONS IN LAND USE LIMITATIONS.

**RECOMMENDATION:**

Staff respectfully recommends that the City Council introduce Ordinance No. 1846 or provide direction to staff to draft a revised Ordinance.

**BACKGROUND:**

At a previous City Council meeting, a resident expressed their concerns about dust and lack of notification during the demolition of an abandoned large hospital located at 2315 Marine Ave. Subsequently, staff received a directive to conduct a survey of surrounding cities that have ordinances related to demolition and notification requirements. In a memorandum dated October 6, 2022, staff identified three cities that have notification requirements. At the City Council meeting held October 11, 2022, the Council directed staff to draft an ordinance using language similar to that of the City of Hermosa Beach.

**DISCUSSION:**

In reviewing Hermosa Beach's ordinance, which addresses all types of exterior construction activity, including demolition, staff focused the attached Ordinance on demolition activities in order to address the larger projects that have the potential to cause concerns to nearby residents. In summary, Ordinance No. 1846 would provide the following:

- Building Official will have the authority to require protective screening to assist in preventing dust from leaving the site;
- Owners and occupants within 100 feet of the site would be made aware of such activity at least 7 days prior to the demolition activity taking place;
- Signage containing certain contact information would be required at the site; and
- Provide the Building Official the ability to stop work should the notification requirements not be met or if damage has or is occurring by the demolition work.



## LEGAL REVIEW:

The City Attorney's Office has prepared Ordinance No. 1846.

## ENVIRONMENTAL ASSESSMENT

This Ordinance is categorically exempt from CEQA pursuant to the commonsense exemption set forth in Guidelines section 15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity will have a significant effect, the activity is not subject to CEQA. This Ordinance enacts procedure and does not change the density, intensity, or allowed uses or would have other effects on the environment. For these same reasons, the Ordinance also qualifies for an exemption under CEQA Guidelines section 15305 (Class 5) for minor alterations in land use limitations in areas with an average slope of less than 20%. No part of Gardena has a slope in excess of 20%. The changes are not for any specific project and therefore will not impact any environmental resource of hazardous or critical concern, will not create cumulative impacts, or impacts to scenic highways, hazardous waste sites, or historical resources. Because this is an ordinance pertaining to citywide requirements there will not be any significant effects on the environment due to unusual circumstances. As such, staff is directed to file a Notice of Exemption pursuant to CEQA Guidelines sections 15061(b)(3) and 15305.

## CONCLUSION:

Staff respectfully recommends that the City Council introduce Ordinance No. 1846 or provide direction to staff to draft a revised Ordinance.

Submitted by: Greg S. Tsujiuchi

Date: 12/13/2022

## ATTACHMENTS

Attachment A –Ordinance No. 1846



## **ORDINANCE NO.1846**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADDING CHAPTER 15.52 TO TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE GARDENA MUNICIPAL CODE RELATING TO THE PROTECTION OF PROPERTY DURING DEMOLITION**

**WHEREAS**, the City Council of the City of Gardena desires to provide protection of persons and property during demolition of nearby structures;

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

**SECTION 1.** Chapter 15.52 is hereby added to the Gardena Municipal Code to read as follows:

#### **15.52**

#### **PROTECTION OF PERSONS AND PROPERTY DURING DEMOLITION**

##### **15.52.010 Purpose.**

The purpose of this chapter is to provide protection for persons and property during demolition activity of nearby structures.

##### **15.52.020 Screening.**

At the outset of demolition activities or at the otherwise earliest time it is feasible in the opinion of the Building Official, a protective screen shall be erected to the satisfaction of the Building Official between the demolition site and immediately adjoining properties, unless the Building Official determines that erection of a screen is not feasible or would serve no practical purpose.

##### **15.52.030 Notice.**

A. Prior to the commencement of any demolition of structures that requires a building permit, including the demolition of exterior walls or roofs, excavation that requires shoring or sandblasting, the owner or contractor shall provide notice by mail or personal delivery to the property owners and occupants located within one hundred (100) feet of the demolition site that demolition will occur. Said notice shall be provided in person to the affected property owners and occupants at least seven (7) days prior to any demolition taking place. If notice is mailed, it shall be sent no later than ten (10) days prior to any demolition taking place. The notice shall contain the following information:

1. Address where demolition will occur;
2. Date(s) and approximate times demolition will occur;



3. Name, address, telephone number and state license number of contractor;
4. Name, address and telephone number of the owner of the property on which demolition is to occur.

B. In addition to providing mailed notice, the same information shall be posted on the job site in a location that is accessible to the public on a sign that is a minimum of 2 feet by 3 feet with lettering at least 1-inch in size.

C. If the owner or the contractor fails to provide the required notice, the Building Official shall have the authority to stop the work until the notice is provided, in addition to any other remedies provided by this Code.

D. For purposes of this Chapter, demolition activity does not include reroofing of structures.

#### **15.52.040 Damage to Property.**

A. The Building Official shall have the authority to stop the demolition work at any time that in his or her opinion said demolition work has caused, is causing, or is about to cause, damage to adjacent or nearby properties. Said work shall not recommence until the time that the necessary corrections have been made so that no further damage will occur to the affected property, unless the Building Official determines that the damage will be corrected as provided in subsection B below, and written approval is obtained from the Building Official that said work can recommence.

B. If demolition work causes damage to adjacent or nearby properties, the Building Division shall withhold inspections of said work and stop work until (i) the damage to the affected property is repaired or repair work has commenced and is continued to be performed with due diligence until completed, or (ii) the affected property owner is compensated the cost of repair, or (iii) a documented agreement satisfactory to the Building Official is executed to assure repair of the damage at a more appropriate phase of the demolition. If there is a bona fide dispute between the owner of the damaged property and the party alleged to have caused said damage as to the cause of the damage, the method or scope of repair or the cost of the repair, work may resume and inspections provided only if the party performing the demolition work posts a bond with the City in an amount that the Building Official reasonably determines is sufficient to pay the cost of repair. Where there exists a bona fide dispute, the issues in contention are a civil matter beyond the authority of the City to resolve.

C. The bond called for in subsection B above shall be approved as to form by the City



Attorney and held by the City until the dispute is resolved between the parties or by a court of competent jurisdiction. In the event that the aggrieved party does not submit proof to the City that an action has in fact been filed within one (1) year after the issuance of the Certificate of Occupancy, then the City shall, unless good cause is shown, release the bond. The City shall provide thirty (30) days' written notice to the aggrieved party of its intent to release the bond.

**SECTION 2. CEQA.** This Ordinance is categorically exempt from CEQA pursuant to the common sense exemption set forth in Guidelines section 15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity will have a significant effect, the activity is not subject to CEQA. This Ordinance enacts procedure and does not change the density, intensity, or allowed uses or would have other effects on the environment. For these same reasons, the Ordinance also qualifies for an exemption under CEQA Guidelines section 15305 (Class 5) for minor alterations in land use limitations in areas with an average slope of less than 20%. No part of Gardena has a slope in excess of 20%. The changes are not for any specific project and therefore will not impact any environmental resource of hazardous or critical concern, will not create cumulative impacts, or impacts to scenic highways, hazardous waste sites, or historical resources. Because this is an ordinance pertaining to citywide requirements there will not be any significant effects on the environment due to unusual circumstances. As such, staff is directed to file a Notice of Exemption pursuant to CEQA Guidelines sections 15061(b)(3) and 15305.

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

**SECTION 4.** This Ordinance shall take effect on the thirty-first day after passage.

**SECTION 5.** Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time



the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LISA E. KRANTZ, Assistant City Attorney





# ***City of Gardena***

## ***Gardena City Council Meeting***

### ***AGENDA REPORT SUMMARY***

Agenda Item No. 15.A  
Section: DEPARTMENTAL  
ITEMS - POLICE  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: Notification of Eligibility for Funding in the amount of \$123,276.00 Under the Tobacco Grant Program Award for the 2022 - 2023 Grant Cycle

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

**Staff Recommendation: Accept Grant Award and Authorize Expenditures**

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

Staff respectfully recommends that the City Council accept the \$123,276.00 grant award from the U.S. Department of Justice, Division of Operations, for expenditures to be funded under the Tobacco Grant Program for the 2022 – 2023 grant cycle.

Utilizing these funds, it is the intent of the Gardena Police Department to conduct minor decoy operations to ensure licensed retailers are not selling tobacco products to youth. Additionally, the department will conduct follow-up retail checks to ensure sustainability of the enforcement. A portion of the funding will also be used towards conducting local tobacco retail license inspections. These inspections will increase compliance among tobacco retailers as well as ensure they are adequately educated regarding tobacco related regulations.

The Police Department seeks to reach out to the community, through neighborhood watch meetings and community education workshops, to provide education on the dangers of tobacco use amongst our youth. This forum will provide a more collaborative environment where law enforcement can work with the community to address the issue of tobacco use among school aged youth.

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

Tobacco Grant Program Award Amount: \$123,276.00

#### **ATTACHMENTS:**



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**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 15.B  
Section: DEPARTMENTAL  
ITEMS - POLICE  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: Authorization to Award a Two-Year Video Policing System Camera Maintenance and Repair Contract to DataGear, Inc. in the Amount Not to Exceed \$133,902.40.

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

**Staff Recommendation: Authorize and execute a two-year contract, with optional one-year extension, for the Video Policing System Camera Maintenance and Repair to DataGear, Inc. It is further recommended that Council authorize the Mayor and City Clerk to execute the contract which has been approved as to form by the City Attorney.**

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

It is respectfully recommended that the City Council approve a two-year, with optional one-year extension, Video Policing System Camera Maintenance Contract to DataGear, Inc.

After an extensive Request for Information (RFI) and Request for Proposals (RFP) process, the City contracted with Federal Network Services, Inc., DBA Leverage Information Systems (Leverage) in May 2010 to design, install, and maintain the Video Policing System. Leverage then went on to modernize and upgrade the video system at GTrans in 2012. As a result, the Police Department and GTrans share a unified camera system that ensures greater safety and accountability for our staff and community. Since the installations by Leverage, the City has had two different contractors who were selected through an RFP process and provided camera system and maintenance: Convergent Technologies (from 2015-2019) and DataGear, Inc. (2019-present). The last contract with DataGear, Inc. has now expired.

Since camera and system maintenance is so critical to the operation of the Video Policing System, Staff decided it would be in the best interest of the City to obtain proposals to ensure that the City is contracting with the lowest responsible bidder. A Request for Proposals was released in September, 2022. Staff published a notice to bidders in the Gardena Valley News and published the RFP on PlanetBids. Only one company attended the mandatory pre-bid conference and submitted a proposal: DataGear, Inc.

Based on the evaluation of the proposal submitted by DataGear, Inc. and the fact that Staff has been satisfied with the service provided by DataGear, Inc., it is recommended that the contract be awarded to DataGear, Inc.



DataGear, Inc. 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, Inc. 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, Inc. will deploy to work with Gardena's system is experienced and certified to meet the needs of the contract. DataGear, Inc. has also committed to meet the response times that the City has requested for calls for service.

**FINANCIAL IMPACT/COST:**

\$97,680 of the \$133,902.40 is for preventative maintenance (camera cleaning and system assessments). The Police Department and GTrans share the costs of this agreement for camera cleaning and system assessments. This breaks down to \$88,800 for camera cleaning, system assessments, and camera location assessments, with then an additional 10% allocated to any calls for service, should they be necessary, for any system or camera repairs/replacements. Should those calls for service be necessary, the Department that called for service is responsible for the charges.

The remaining \$36,222.40 is to replace and provide redundancy for the existing server in the jail. The current jail video system is antiquated and in need of replacement to ensure continued monitoring, retention, and oversight of jail operations.

**ATTACHMENTS:**

[Camera Maintenance Contract 2022](#)  
[DataGear Proposal & City of Gardena RFP](#)  
[Side Letter Agreements.pdf](#)

APPROVED:

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

---

Clint Osorio, City Manager



**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](mailto:ccuff@gardenapd.org)

Consultant: DataGear, Inc.  
Attn: Lee M. Coffey  
Telephone Number: (714) 556-5055  
E-mail: [lcoffey@datagear.com](mailto: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 \_\_\_\_\_ Date \_\_\_\_\_  
Tasha Cerda, Mayor

ACCEPTED:  
DATAGEAR, INC.

By Lee M. Coffey Date 11-28-2022  
Lee M. Coffey, President

APPROVED AS TO FORM:

Carmen Vasquez  
Carmen Vasquez, City Attorney

ATTEST:

\_\_\_\_\_  
Mina Semenza, City Clerk



## DataGear, Inc.'s Cost Proposal & Narrative Response to:

### CITY OF GARDENA REQUEST FOR PROPOSALS NUMBER 2022-02

### PROFESSIONAL SERVICES FOR VIDEO POLICING SYSTEM

---



Prepared by:

Lee M. Coffey  
President  
DataGear, Inc.  
714-556-5055 x113  
lcoffey@datagear.com





**CITY OF GARDENA  
REQUEST FOR PROPOSALS NUMBER: 2022-02  
TABLE OF CONTENTS**

Company Certification and Personnel Verification .....	1
Cover Letter .....	1
General Company Information .....	2
Personnel Verification.....	2
Summary .....	3
Lee M. Coffey .....	4
Ian Pedrosa.....	6
Ernest Ontiveros.....	8
 Bidder Minimum Qualifications .....	 10
 Attachment A: Scope of Work .....	 12
 Attachment B: Contractor's Pricing .....	 13
 Attachment C: Forms to be Submitted with RFP Response.....	 14
Contractor's Proposed Pricing .....	14
Company Profile & References.....	15
Company Profile - DataGear Profile.....	15
C-7 & C10 License Verification.....	17
References.....	18
 Original City of Gardena RFP 2022-02 Document.....	 20



City of Gardena RFP 2202-02  
Company Information and Personnel Verification

October 25, 2022

City of Gardena  
Police Department  
1718 West 162nd Street  
Gardena, California 90247-3732

**Cover Letter**

To Whom it May Concern:

I, Lee M. Coffey, in my capacity as President of DataGear, Inc., do hereby certify that I am duly authorized to contract on behalf of DataGear, Inc. I am the person submitting this DataGear proposal to The City of Gardena via Planet Bids in response to RFP 2022-02, and I take full responsibility for the absolute validity of its content.

I also certify that DataGear, Inc. is a corporation in good standing with the California Secretary of State.

I further certify that DataGear, Inc., along with the DataGear team for this project holds all potentially required Contractor's Licenses for performance contracting activities in the State of California. We also hold California Department of Industrial Relations (DIR) license 1000023361. DataGear meets or exceeds every requirement of this RFP.

My contact information is as follows:

Lee M. Coffey  
President  
DataGear, Inc.  
500 West Dyer Road  
Santa Ana, California 92707

Email: lcoffey@datagear.com  
Telephone: 714-556-5055 Ext 113  
Fax: 714-556-5077

Thank you very much for allowing DataGear to participate in this procurement. We truly look forward to receiving the award of this contract.

Sincerely,

**Lee M.  
Coffey**



Lee M. Coffey  
President  
DataGear, Inc.

Digitally signed by Lee M. Coffey  
DN: cn=Lee M. Coffey, o=DataGear,  
Inc., ou=President,  
email=lcoffey@datagear.com, c=US  
Date: 2022.10.18 08:32:33 -07'00'



RFP 2022-02 Section 1 (Continued)



## **Company Information and Personnel Verification**

### **General Company Information**

DataGear was founded in 1998, over two highly successful decades ago. The heart of our business model, from which we have never deviated was, and remains, to design, build, implement, test and maintain extremely sophisticated, wireless, surveillance, security and communication systems, to include the physical installation of all required hardware and the implementation of all required applications.

When an access point is to be affixed to a wall, we affix it. When an access point is to be mounted on a lamppost, we bring in the DataGear owned bucket truck and mount it. When a tower must be built to accommodate an access point, we build it and mount the access point atop it. DataGear Inc. epitomizes the definition of a full-service Industrial Data Solutions company.

As the incumbent company providing these services, Gardena RFP 2022-02 is an absolutely perfect fit for DataGear. It requires the exact training, skills and experience that define us. We have a background and a successful track record with each of the hardware and software vendors required in the performance of RFP 2022-02.

Our expertise, experience, resources, and deep understanding of our customers' needs, coupled with our partnerships with manufacturers, allow us to consistently deliver solutions that exceed the requirements, wants, needs and expectations of our customers. With our people, processes, and technology, DataGear is expert in making wireless, surveillance and security deployments go smoothly and flawlessly.

Every DataGear associate is dedicated and passionate about customer service and providing our customers with the best, most cost-effective solutions. We pride ourselves in our ability to be responsive, provide great service and establish ongoing long-term relationships with our customers. Their needs are invariably met.

DataGear's headquarters is located in Santa Ana, California, an easy drive to all equipment locations in Gardena. Our eastern office is located in Hebron, Kentucky and we maintain satellite locations in Phoenix, Arizona and Aiea, Hawaii. Our primary areas of operation include the entire United States, Canada and Mexico.

### **Personnel Verification**

Listed here with their background summaries, followed by their full resumes are the extremely highly qualified, dedicated and passionate DataGear personnel who will be onsite for the installation and implementation of all phases of the Consulting Services Agreement that is executed by The City of Gardena and DataGear, Inc. as the Consultant in the event that RFP 2022-02 is awarded to DataGear. The same team is responsible for our successes with similar large-scale installations for the City of Gardena, the City of Anaheim, San Diego County, the Port of Long Beach, and many, many more locations.



## Company Certification and Personnel Verification

### Personnel Verification Summary

#### **Lee M. Coffey – President – Project Manager for The City of Gardena**

Since founding DataGear, Inc. in 1998, Lee has been the principal driving force behind the unprecedented success of the organization, molding it into the surveillance, security and communication industry powerhouse that it is today. With a total of 36 years' experience in engineering, Lee began by working on chip sets in computer systems. He then moved on to a successful stint in field engineering, which then led to the founding of DataGear. Lee personally holds C-10/C-7 Contractors Licenses along with a TWIC Credential for select high security location access.

#### **Ian Pedrosa – Senior Field Engineer – Engineer for The City of Gardena**

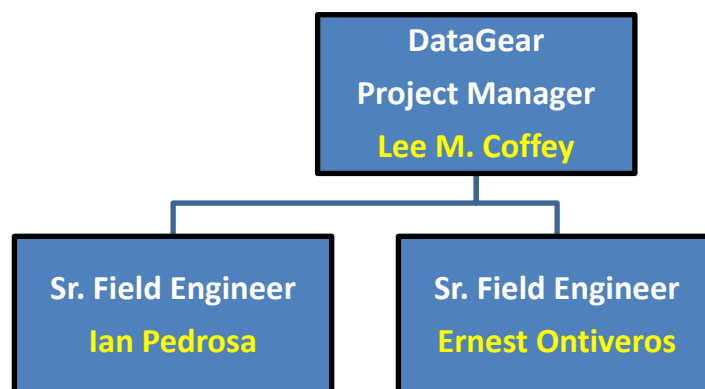
After obtaining a bachelor's degree from California State University Los Angeles, Ian went on to begin an 18-year tenure as a Field Engineer and then Senior Field Engineer with Zebra Technologies, the premier manufacturer of a vast array of portable devices communicating wirelessly, including computers, scanners and various security centric devices.

Ian then brought his remarkable talents to DataGear where he has focused on surveillance cameras and video management systems. He is manufacturer certified on a rainbow of Gardena pertinent devices and applications, including Axis cameras and Siklu EtherHaul, along with a long-term professional working knowledge of Motorola ReaperHD, Flir Latitude and Vigilant ALPR.

#### **Ernest Ontiveros – Senior Field Engineer – Engineer for The City of Gardena**

Ernest is the consummate Senior Engineer who specializes in the installation of large-scale camera, surveillance, security and communication. In his 8th year with DataGear, Ernest came to us with a history of operations management for Electrolurgy, Inc.

Pertinent certifications held by Ernest include Milestone Video Management Software (VMS) integration, Millimeter Wave Wireless, and Zebra equipment, along with the MEWP Scissors/Boom Lift required to operate the DataGear owned bucket truck.





## Company Certification and Personnel Verification

### Personnel Verification – Lee M. Coffey

**Lee M. Coffey** – Project Manager for the City of Gardena

[lcoffey@datagear.com](mailto:lcoffey@datagear.com) 714-556-5055 x113

Since founding DataGear, Inc. in 1998, Lee Coffey has been the principal driving force behind the unprecedented success of the DataGear organization, molding it into the surveillance, security, and communication industry powerhouse that it is today. With a total of 37 years' experience in engineering, Lee began by working on chip sets in computer systems. He then moved on to a successful stint in field engineering, which then led to the founding of DataGear. Lee personally holds a C-7 & C-10 Contractors License along with a TWIC Credential for select high security location access.



#### EXPERIENCE

**Long Range Camera Up-Grade, Port of Long Beach. 2021-2022.**  
**Principal / Project Manager**

**Project Overview:**  
Replace Six Ultra Long-Range Camera

Units that are obsolete and inoperable with new, state-of-the-art military grade camera/sensor units. Install and integrate into existing Avigilon VMS System.

**Responsibilities:** Full in-depth management of project from proposal to final close out documents. Weekly meetings with manufacturer to maintain schedule and to ensure highest technical standards of the equipment and integration process. Prepare for long term service and maintenance of the entire Long Range Camera System.



**Long Beach Airport FID System, Long Beach Ca. 2018-2023.**  
**Principal / Project Manager.**

**Project Overview:**  
Provide and integrate Airport Flight

Information System. Ongoing on-site maintenance of entire system and network.

**Responsibilities:** Full in-depth management of the project from proposal to daily maintenance issues. Monthly meeting with Airport personnel regarding network and system maintenance. Meet with Airport Officials concerning Airport Expansion Project and FIDS integration and support.

#### Education:

Lee Coffey's post high school education consists of a vast array of manufacturer specific technical training courses.

#### Registrations/Certifications:

TWIC  
CA Contractor C7 & C10

#### Office Location:

Santa Ana, California

#### Total Years of Experience:

Forty-one (41)

#### Years with Firm:

Twenty-four (24)

#### Value Provided

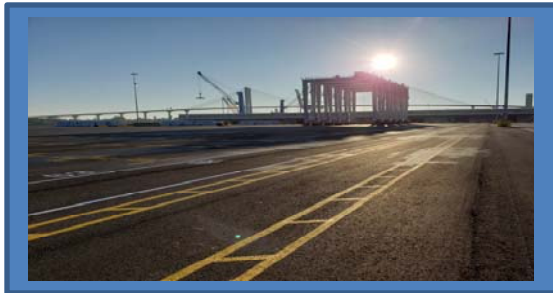
- 6 years working with the Port of Long Beach
- 37 years' experience installing, servicing, and maintaining wireless and networking equipment
- 24 years of project management experience in the field of installation, maintenance, support, and repair of complex networks, CCTV & Remote Access.





## Company Certification and Personnel Verification

### Personnel Verification – Lee M. Coffey (Continued)



**Port of Savannah, New Wireless, GPA, Savannah, Georgia 2020 Principal / Installer**

**Project Overview:** Design and install a new wireless network to support port expansion. During early days of National COVID crisis GPA reached out to DataGear to get new port expansion up and running during this crisis.

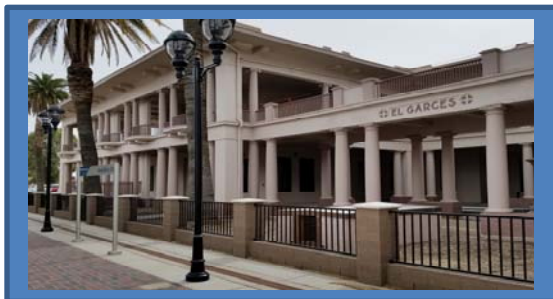
**Responsibilities:** Moving a team from California to Savannah, Georgia with all equipment and tools needed to complete the project on time in the beginning days of a national emergency.



**Appalachian Regional Port, Georgia Port Authority, Savannah, Georgia. 2018-2019. Principal/Project Manager**

**Project Overview:** Design and build complete wireless network to support the Port of Georgia's new rail yard projects

**Responsibilities:** Initial site evaluation. Preconstruction overview and planning. Project management and documentation. Project completed with great acclaim from the Governor of Georgia.



**El Garces Security Camera Project, Amtrak, Needles, Ca. 2018. Principal/Manager.**

**Project Overview:** Design and build a camera system to protect a national historic building.

**Responsibilities:** Design and manage entire project. From proposal to close out documents. On-site interface to City and museum personnel.



**Wireless Network Enhancement, Port of Long Beach, Long Beach, Ca. 2016-2017. Principal/Manager.**

**Project Overview:** Complete update of POLB wireless infrastructure. Review existing structure. Design, replace, enhance and Secure POLB wireless infrastructure.

**Responsibilities:** Provide a high level of management of the project working with both DataGear Inc PM and the POLB PM. Oversaw budget and time management of the entire project.



## Company Certification and Personnel Verification

### Personnel Verification Ian Pedrosa

**Ian Pedrosa** – Senior Field Engineer and Installer for the City of Gardena

After obtaining a bachelor's degree from California State University Los Angeles, Ian Pedrosa went on to begin an 18-year tenure as a Field Engineer and then Senior Field Engineer with Motorola/Zebra Technologies, the premier manufacturer of a vast array of portable devices communicating wirelessly, including computers, scanners and various security centric devices.

Ian then brought his remarkable talents to DataGear where he has focused on surveillance cameras and video management systems. He is manufacturer certified on a vast array of Port of Long Beach pertinent devices and applications, including Axis cameras and Siklu EtherHaul, along with a long-term professional working knowledge of Motorola, Flir and Vigilant products and applications.



#### EXPERIENCE

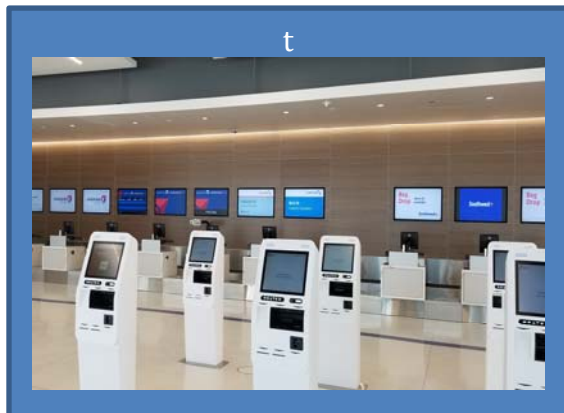
**Long Range Camera Upgrade, Port of Long Beach. 2021-2022. Field Service Engineer.**

##### Project Overview:

Replace six Ultra-Long Range Camera Units that are obsolete and inoperable with new,

state-of-the-art military-grade camera/sensor units. Install and integrate into existing Avigilon VMS system.

**Responsibilities:** Test and integrate the Flir Camera system for use with Avigilon VMS system. Provide technical support and liaison between Teledyne Flir support and Port of Long Beach during parameter and configuration adjustments and firmware updates.



**Long Beach Airport FIDS, Long Beach, CA. 2018-2023. Field Service Engineer.**

##### Project Overview:

Provide, install and integrate into Long Beach Airport a Flight Information Display System (FIDS) and Baggage Information Display System (BIDS). Provide ongoing on-site

maintenance of the entire FIDS/BIDS equipment and FIDS/BIDS network.

**Responsibilities:** Configure and integrate FIDS/BIDS equipment into Long Beach Airport's existing network. Provide on-call site support and equipment maintenance.

#### Education:

Bachelor of Science Degree, California State University – Los Angeles, 1998

#### Registrations/Certifications:

TWIC

Cameras & Video Management

- Axis
- Ceragon
- HK Vision
- IndigoVision
- Lilin
- Milestone
- Rukus

Cert Wireless Network Admin:

- Cisco
- Extreme Networks
- Ruckus
- Siklu
- Ceragon
- Motorola/Zebra

#### Office Location:

Santa Ana, California

#### Total Years of Experience:

Twenty-four (24)

#### Years with Firm:

Six (6)

#### Value Provided

- 5 years working with the Port of Long Beach
- 24 years of hands-on experience installing, servicing, and maintaining wireless and networking equipment
- 6 years of installation, maintenance, support, and repair of CCTV/ Remote Access experience





## Company Certification and Personnel Verification

### Personnel Verification – Ian Pedrosa (Continued)

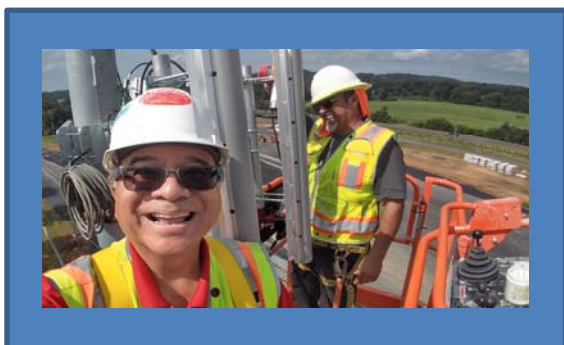


**Port of Savannah – New Wireless, Georgia Ports Authority, Savannah, GA. 2020. Field Service Engineer**

**Project Overview:** Design and install a new wireless network to support port expansion.

**Responsibilities:** Design wireless network system. Pre-configure, and bench test all access

points and network equipment. Pack and ship to site ready for the installers. Provide on-call phone support during install and acceptance.



**Appalachian Regional Port – New Wireless, Georgia Ports Authority, Crandall, GA 2018-2019. Field Service Engineer.**

**Project Overview:** Design, build and install a complete wireless network in support of Georgia Ports Authority's new railyard project.

**Responsibilities:** Design the wireless network system based on Georgia Port Authority's specifications and needs. Pre-Configure and test all access points and network switches before

install. Assist the installation of the wireless equipment. Test and conduct a wireless coverage survey of the system.

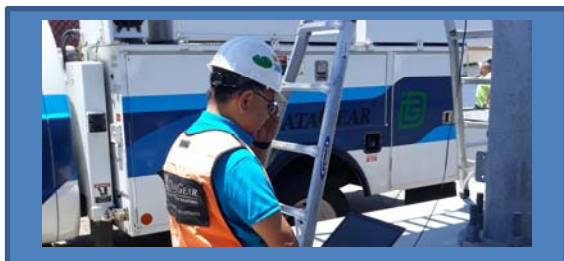


**El Garces Security Camera Project, Amtrak Station, Needles, CA. 2018. Field Service Engineer.**

**Project Overview:** Design and install a camera system to protect the national historic El Garces building.

**Responsibilities:** Design, configure, install and test the camera system and video managing

system (VMS). Provide training and onsite technical support.



**Wireless Network Enhancement, Port of Long Beach (POLB), Long Beach, CA 2016-2017. Field Service Engineer**

**Project Overview:** Complete update of POLB's wireless link infrastructure. Design, replace, enhance, and secure POLB's wireless links infrastructures.

**Responsibilities:** Design, configure, test, and install Siklu and Ubiquiti wireless links. Provide on-call and onsite tech support.



## Company Certification and Personnel Verification

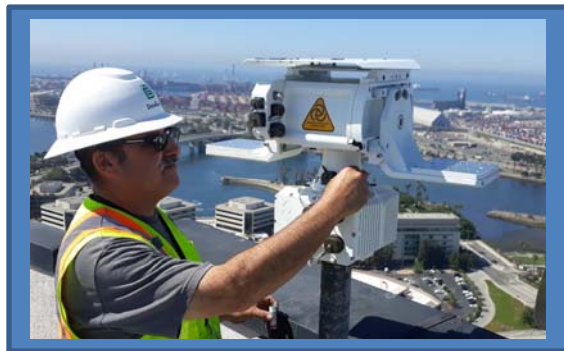
### Personnel Verification - Ernest Ontiveros

#### Ernest Ontiveros - Senior Installation Engineer for the City of Gardena

Ernest Ontiveros is the consummate senior field service engineer. Ernest specializes in the on-call, field support of large-scale camera, surveillance, security, and communications installations. Pertinent certifications held by Ernest include video management systems (VMS), Siklu Millimeter Wave Wireless, Axis cameras, along with Motorola/Zebra wireless and mobile technologies. Ernest also holds MEWP Scissors/Boom Lift certification as the operator of DataGear's own boom lift truck.

#### Education:

Ernest's post high school education consists of a vast array of manufacturer specific technical training courses.



#### EXPERIENCE

**Long Range Camera Upgrade, Port of Long Beach, Long Beach, CA. 2021-2022. Field Technician/Installer.**

**Project Overview:**  
Replacement of six long range camera systems at different locations at the POLB

**Responsibilities:** Removal of existing long range camera equipment, perform an asset retirement for decommission. Tag each piece of equipment for reference, stage, prep and inventory for each site.

#### Registrations/Certifications:

TWIC  
Axis Camera  
Milestone Video Mgt System  
Siklu Millimeter Wave Wireless  
Motorola/Zebra Wireless  
Motorola/Zebra Mobile  
MEWP Scissors/Boom Lift

#### Office Location:

Santa Ana, California

#### Total Years of Experience:

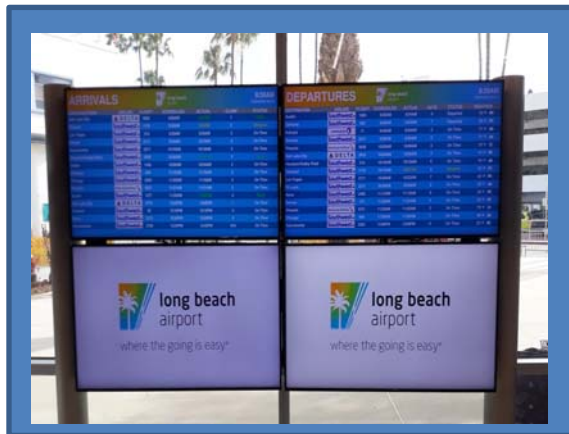
Sixteen (16)

#### Years with Firm:

Six (8)

#### Value Provided

- 5 years working with the Port of Long Beach
- Extensive background installing, servicing, and maintaining wireless and networking equipment
- 8 years of installation, maintenance, support and repair of CCTV/ Remote Access experience



**Long Beach Airport FIDS System, Long Beach, CA. 2018 - 2023. Field Technician/Installer.**

**Project Overview:**  
Provide and integrate airport flight, gate and baggage information system. Ongoing on-site maintenance of the entire system and network

**Responsibilities:** Maintenance of any equipment that drops off the network, make sure that every location has the proper and correct information.





## Company Certification and Personnel Verification

### Personnel Verification – Ernest Ontiveros (Continued)



**Remove and Replace Security Cameras, Anaheim Water District, Anaheim, CA. 2018. Field Technician/Installer**

**Project Overview:** To remove and replace outdated security cameras with new cameras at each water tank and water pump stations.

**Responsibilities:** Prep, stage and removal of old cameras and install new cameras at all storage tanks and pump stations. Provide a schedule for the entire project.



**El Garces Security Camera Project, Amtrak, Needles, CA. 2018. Field Technician/Installer.**

**Project Overview:** Design and build a camera system to protect a national historic building.

**Responsibilities:** Prep, stage, and inventory equipment for installation. Install conduit, cameras and an NVR system.



**Wireless Network Enhancement, Port of Long Beach, Long Beach, CA. 2016-2017. Field Technician/Installer.**

**Project Overview:** Complete upgrade of the wireless infrastructure throughout the POLB area.

**Responsibilities:** Prep, stage and inventory all equipment for the project, remove old equipment, perform an asset decommission, green tag old equipment for reference, and complete wireless infrastructure installation.



**SSA Marine Wireless, Motorola Systems Inc., Oakland, Ca. 2015-2016. Field Technician/Installer**

**Project Overview:** Complete installation replacement of a Cisco system that failed.

**Responsibilities:** Prep, stage and inventory of all equipment needed for the completion of the installation. While onsite, I assisted with the installation of a Motorola system.



## **Bidder Minimum Qualifications**

DataGear, Inc. meets or exceeds all Bidder Minimum Qualifications listed on pages 3 and 4 of RFP 2022-02 as follows:

DataGear has experience and certification in all phases of Indigo Video Surveillance Systems in an enterprise environment for at least three (3) consecutive years as of the release date of this RFP. Our experience servicing the City of Gardena Video Policing System over the past three years alone meets this qualification.

DataGear is capable of and willing to respond onsite within two (2) hours in the event an emergency service call is placed.

DataGear's references exceed the minimum qualification of servicing 40+ camera systems and systems with centralized viewing within an Emergency Operation Center.

DataGear exceeds the requirement of a minimum of five (5) years' experience in the installation of integrated video surveillance systems and a minimum of three (3) years' experience in provided this type of service for law enforcement agencies.

DataGear meets or exceeds the qualification of having experience in the following:

- ✓ Installing, maintaining, and repairing radio equipment from companies such as, but not limited to, Firetide, Motorola, and BridgeWave.
- ✓ Deploying License-Free and Licensed wireless wide area networks
- ✓ Working with public safety band wireless equipment operating at 4.9 Ghz
- ✓ Long range wireless point-to-point deployments over 3 miles
- ✓ Point to point wireless infrastructure design and concepts
- ✓ Video integration into an enterprise network
- ✓ Enterprise network architecture and design concepts
- ✓ Enterprise video network architecture and design
- ✓ Interior and exterior camera selection, placement and configuration in secure environments
- ✓ Relevant broadcast protocols such as multicast

DataGear is holds manufacturers' certifications in the following aspects of the system:

- ✓ Network infrastructure
- ✓ Wired and wireless portions of the solution
- ✓ Surveillance system hardware and software

DataGear holds manufacturers' certifications for all items covered under the scope of the contract resulting for the award of this RFP.



### **Bidder Minimum Qualifications (Continued)**

DataGear holds both a Class C-7, Low Voltage Contractor License and a Class C-10 Electrician License granted by the California State Contractors License Board.

DataGear will assign the same Indigo Vision engineers to the City of Gardena who have been performing these services at the City for the past three (3) years.

DataGear is able to respond to calls for service within the prescribed response times as shown in Attachment A to this RFP.

DataGear's officers and employees will undoubtedly pass a criminal background check.

DataGear's License Verification is included with DataGear's Company Profile in our response to Attachment C herein. DataGear will not employ any subcontractors in the execution of this contract.

DataGear shall maintain all valid licenses needed in the execution of this contract for the duration of the contract.



## **RFP Attachment A: Scope of Work**

DataGear thoroughly understands each and every facet of the Scope of Work for the performance of the contract resulting from the award of this RFP as outlined in Attachment A to the RFP on pages 7 through 11. The scope of work includes:

1. Repair Services
2. Replacement Services
3. Installation Services
4. Preventive Maintenance
5. Training
6. Design
7. Warranty
8. Response Requirements
9. Documentation Requirements
10. Contractor's Responsibilities
11. Tools
12. Damages
13. Unsatisfactory or Non-Performed Work

DataGear's 24-year history and extensive body of work, including maintaining the City of Gardena Video Policing System for the past 3 years, speaks for itself in demonstrating our unique qualifications in the area of video surveillance solutions, from concept to sign-off and beyond. DataGear is well staffed with highly trained personnel. We are very much in command of our current workload with plenty of available bandwidth to continue our support of the City of Gardena Police Department and accomplish the tasks involved on a priority basis. Our references will confirm the fact that we invariably complete projects on time, to the total satisfaction of the client, at or below budget.

**DataGear's own bucket truck stands ready to be dispatched for the support of the video policing system for the City of Gardena Police Department.**





### **Attachment B: Contractor's Pricing**

DataGear thoroughly understands each and every clause, requirement and procedure involved in compensation, Fees and Charges, and Invoicing under contract resulting from the award of this RFP as outlined in Attachment B to the RFP on pages 13 and 14.

DataGear's pricing for this RFP appears on the next page of this submission document in response to Attachment C to this RFP.



## Attachment C: Forms to be Submitted with RFP Response

### ATTACHMENT C: CONTRACTOR'S PROPOSED PRICING

PREVENTATIVE MAINTENANCE PROGRAM FOR CITY OF GARDENA	
Submitted By: <u>Lee M. Coffey, President, DataGear, Inc.</u> (Contractor Name)	
<b>Camera Cleaning (2 Times Per Year)</b> (includes labor, vehicles, tools and materials)	<b>Cost Per Year</b>
Camera Cleaning <b>110+ Cameras. 16 Days (128 Hours @\$185.00)</b>	\$ 23,680.00
<b>System Health Assessment (6 Times Per Year)</b> (IT Specialist who is certified in IndigoVision, networking, wireless, etc. will perform various health checks and corrective adjustments to VMS, storage, cameras, encoders, network, etc.)	<b>Cost Per Year</b>
System Health Assessment <b>16 hours @\$185.00/hour=\$2,960.00</b>	\$ 17,760.00
<b>Service Calls: Time &amp; Materials Basis</b> (includes vehicles and tools)	
Technician	\$ 169.00 /hour
IT Specialist	\$ 185.00 /hour
Safety Manager	\$ 158.00 /hour
<b>New Installations: Time &amp; Materials Basis</b> (includes vehicles and tools; quotes will be provided for specific materials)	
Installers	\$ 169.00 /hour
IT Specialist	\$ 185.00 /hour
Project Manager	\$ 205.00 /hour
<b>Assessment of GTRANS camera locations</b>	
Please propose methodology and fees associated with a full-system assessment for camera locations, equipment, etc. This shall be proposed as a flat-fee cost. <b>32 hours @\$185.00/hour</b>	\$ 5,920.00

Lee M.  
Coffey

Digitally signed by Lee M.  
Coffey  
 DN: cn=Lee M. Coffey,  
 o=DataGear, Inc., ou=President,  
 email=lcoffey@datagear.com,  
 c=US  
 Date: 2022.10.18 08:34:17  
 -07'00'







## Attachment C: Company Profile & References (Continued)

Contact person in reference to this solicitation:

\_\_\_\_\_  
Lee M. Coffey, President

Telephone Number: ( ) 714-556-5055 Fax Number: ( ) 714-556-5077  
ext 113

Email Address:

\_\_\_\_\_  
lcoffey@datagear.com

Contact person for Accounts Payable:

\_\_\_\_\_  
Jack Tateel, COO

Telephone Number: ( ) 714-556-5055 Facsimile Number: ( ) 714-556-5077  
ext 133

Email Address:

\_\_\_\_\_  
jtateel@datagear.com

Name of Project Manager:

\_\_\_\_\_  
Lee M. Coffey, President

Telephone Number: ( ) 714-556-5055 Fax Number: ( ) 714-556-5077  
ext 113

Email Address:

\_\_\_\_\_  
lcoffey@datagear.com

**In the event of an emergency or declared disaster, the following information is required:**

Name of contact during non-business hours:

\_\_\_\_\_  
Lee M. Coffey, President

Email Address: lcoffey@datagear.com Cell Number: 714-865-7317

Telephone Number: ( ) 714-556-5055 Fax Number: ( ) 714-556-5077



**Attachment C: Company Profile & References (Continued)**

STATE OF CALIFORNIA

 **CONTRACTORS STATE LICENSE BOARD**

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code  
and the Rules and Regulations of the Contractors State License Board,  
the Registrar of Contractors does hereby issue this license to:

**DATAGEAR INC**

**License Number 1004304**

to engage in the business or act in the capacity of a contractor in the following classifications:

C10 - ELECTRICAL  
C-7 - LOW VOLTAGE SYSTEMS

Witness my hand and seal this day,  
April 16, 2021

**Issued June 9, 2015**

  
David De La Torre, Board Chair

  
David R. Fogt, Registrar of Contractors

This license is the property of the Registrar of Contractors,  
is not transferable, and shall be returned to the Registrar  
upon demand when suspended, revoked, or annulled  
for any reason. It becomes void if not renewed.

AUDIT NO. 710756



## Attachment C: Company Profile & References (Continued)

### REFERENCES

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three clients for whom comparable projects have been completed or submit letters from your references which include the requested information (attach additional sheets if necessary).

Name of Reference: Tetra Tech Engineering Services Company WWW.Tectratech.com

Address: 17885 Von Karman Ave, Irvine, CA 92614

Contact Name: Molly Mell Title: Vice President

Telephone Number: (949) 809-5205

E-Mail Address: Molly.mell@tetrattech.com

Contract Title/Number: \_\_\_\_\_ Contract Value: \$ 300,00.00 plus / Multi Year Mint.

Contract effective Dates: 2-1-2016 on / Multi year awards

On-Site maintenance of Port Of Long Beach Security infractruture / Network / Wireless Communication/ Cameras  
Brief description of all required and related services performed/goods provided:

Name of Reference: Port Of Long Beach Homeland Security Division

Address: 1249 Pier F Avenue Long Beach ca. 90802

Contact Name: Chris Samayoa

Title: Manager of Technical Security

Telephone Number: 562-283-7827 / Mobile 562-519-3081

E-Mail Address: chris.samayoa@polb.com

Contract Title/Number: LR Camera Project Contract Value: \$ 1,2000,000.00

Contract effective Dates: 3-03-2021 to 9-30-2022

Supply / Install / Integrate Specialized Long Range Inferred Camera System at POLB

Brief description of all required and related services performed/goods provided:



## Attachment C: Company Profile & References (Continued)

### REFERENCES

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three clients for whom comparable projects have been completed or submit letters from your references which include the requested information (attach additional sheets if necessary).

Name of Reference: San Diego County Sheriff's Department

Address: 9621 Ridgehaven Court , San Diego Ca. 92123

Contact Name: Jennifer Myer Title: Contracts Administrative Analyst

Telephone Number: (858) 974-2705

E-Mail Address: Jennifer.Myer@sdsheriff.org

Contract Title/Number: 559487 / Surveillance Camera System Main Contract Value: \$ 75,000.00

Contract effective Dates: 12-31-2019 to 12-31-2023

Brief description of all required and related services performed/goods provided:

Name of Reference: Long Beach Fire Department

Address: Fireboat 19 & 20 / Fireboat Vigilance / Fireboat Protector

Contact Name: Chris Cole

Title: POLB Maintenance tech .

Telephone Number: ( )

E-Mail Address: chris.cole@polb.com

Contract Title/Number: T & M Contract Value: \$ 100,000.00 Plus Multi Year

Contract effective Dates: 2018 forward

Provide maintenance on site to both boats Camera System and Communication Systems .

Brief description of all required and related services performed/goods provided:



## **The Original City of Gardena RFP 2022-02 Document**

The following thirty (30) pages incorporate the entire original RFP 2022-02 document, included here for reference and convenience while reviewing DataGear's submission in response to the RFP.





**#2022-02**  
**REQUEST FOR PROPOSALS FOR**  
**PROFESSIONAL SERVICES FOR**  
**VIDEO POLICING SYSTEM**

PROPOSALS DUE: October 25th, 2022



## **A) Notice of Request for Proposals**

The City of Gardena is releasing this Request for Proposals (RFP) from qualified CONTRACTORS to establish an agreement for a two (2) year period for Video Policing System Professional Services. This contract has an optional one (1) year extension, for a total of up to three (3) year agreement.

A copy of the RFP may be obtained from Planet Bids and the City of Gardena website at [www.cityofgardena.org](http://www.cityofgardena.org). The City reserves the right to reject any and all proposals.

## **B) Purpose and Description of Services**

The City of Gardena (City) is seeking the services of a CONTRACTOR to provide ongoing professional services for a video policing camera system located within the city limits of Gardena, California.

The existing Video Policing System is comprised of:

- 27 cameras located in the City Campus, which includes multiple City buildings such as the Police Department, Nakaoka Community Center, and more
- 42 cameras located in the Police Department jail
- 14 cameras throughout the six (6) parks
- 27 cameras in traffic intersections
- 56 cameras at GTRANS

The system is comprised of both wireless and hard-wired (fiber) technology. This Request for Proposal also includes maintaining the backbone infrastructure and the desktop workstations where the cameras are monitored. This award may also include the maintenance of a primary command center utilizing Christie Digital Tiles and a Secondary Command Center with an 82" Sharp Television.

The traffic intersection cameras also have equipment at those locations which serve as the wireless infrastructure (hops) to transmit the video feed back to the Police Department. All equipment that is used to transmit the wireless signal from the traffic intersection locations back to the Police Department fall under the scope of this RFP.

The Transportation Center, GTRANS, is comprised of 52 cameras and 4 viewing stations, which will be included in the award for this Request for Proposal. The successful Contractor will be required to provide the maintenance to all existing equipment at the Transportation Center and allow for viewing capabilities of this video at both the Transportation Center and Police Department. As part of this RFP, CONTRACTOR may provide pricing on an option to perform an assessment of the existing system, to determine best placement of cameras and technology.

This project will be awarded to a successful CONTRACTOR who will be responsible for the ongoing support of the camera system described within this Request for Proposal. A successful CONTRACTOR will demonstrate system support and maintenance capabilities with an office



and permanent technical support staff capable of responding to the City within the times specified in Attachment A: Scope of Work. Respondents to this RFP should demonstrate knowledge and expertise in microwave communications and camera system design.

The successful CONTRACTOR will be awarded a two (2) year agreement with the City, with an option to extend for an additional one (1) year. City may terminate any agreement with 60 days written notice.

CONTRACTOR shall provide all labor, tools, materials, equipment, non-consumable supplies, transportation, and every other item of expense necessary to provide professional services and maintenance of the Video Policing System that is located at Gardena Police Department, 1718 West 162<sup>nd</sup> Street, Gardena, CA 90247 and G-Trans, 13999 South Western Avenue, Gardena, CA 90247. Bidders must refer to "Attachment A: Scope of Work" for complete description of services.

### **B) Bidder Minimum Qualifications**

The following requirements shall be the minimum standards for a CONTRACTOR to be considered as qualified to provide services under this contract, and shall be a prerequisite to any award:

The CONTRACTOR shall have experience and certification in designing, selling, installing, maintaining and repairing of an Indigo Vision Video Surveillance Systems (IVSS) in an enterprise environment for a minimum of at least three (3) consecutive years as of release date of this RFP.

The CONTRACTOR must be a certified Indigo Vision integrator and have a minimum of two references in their portfolio that use an Indigo Vision VMS.

The CONTRACTOR shall be capable and willing to respond on-site within two (2) hours in the event an emergency service call is placed.

The CONTRACTOR at a minimum must be able to provide three (3) references of enterprise size contracts currently held by the CONTRACTOR that at a minimum include 40 cameras and a VMS system. At least two (2) references must include systems with centralized viewing within an Emergency Operation Center.

The CONTRACTOR must have a minimum of five (5) years' experience in the installation of integrated video surveillance systems, with a minimum of three (3) years' experience in the installation of integrated video surveillance systems with "Public Safety." "Public Safety" is defined as law enforcement agencies and not private security deployments.

The CONTRACTOR must have experience in the following areas:

- Installing, maintaining, and repairing radio equipment from companies such as, but not limited to, Firetide, Motorola, and BridgeWave.
- Deploying License-Free and Licensed wireless wide area networks
- Working with public safety band wireless equipment operating at 4.9 Ghz
- Long range wireless point-to-point deployments over 3 miles
- Point to point wireless infrastructure design and concepts
- Video integration into an enterprise network



- Enterprise network architecture and design concepts
- Enterprise video network architecture and design
- Interior and exterior camera selection, placement and configuration in secure environments
- Relevant broadcast protocols such as multicast

The CONTRACTOR must have Manufacturer's certification for the following aspects of the proposed system:

- Network infrastructure
- Wired and wireless portions of the proposed solution
- Surveillance system hardware and software

The CONTRACTOR shall be certified by the manufacturer to resell, install and configure proposed equipment.

The CONTRACTOR shall be licensed, at a minimum, as a Class C-7, Low Voltage Contractor by the California State Contractors License Board.

The CONTRACTOR shall assign an engineer to City who have been certified on Indigo Vision.

The CONTRACTOR shall be able to respond to calls for service within the prescribed Response Times (see Attachment A: Scope of Work for more information).

The CONTRACTOR's officers and employees must successfully pass a criminal background check.

The CONTRACTOR shall submit the License Verification and license number for bidder and for each proposed Key Subcontractor as part of the Bid Proposal on the Company Profile form included in the RFP. Duplicates of the form may be made for each Key Subcontractor.

The CONTRACTOR shall maintain a valid Gardena Business License for the duration of this Agreement.

### **C) Bid Requirements and Information**

There is a **mandatory** walk-through/bid conference on **October 11th, 2022 at 10:00 am**. The pre-bid conference will begin at the Gardena Police Department, located at 1718 West 162<sup>nd</sup> Street, Gardena, CA 90247. Immediately following the presentation at the Gardena Police Department, the conference will move to GTRANS, located at 13999 South Western Avenue, Gardena, CA 90247. At this mandatory walk-through/bid conference, additional documents will be provided to all bidders with further information of camera locations throughout the City. Please note, a person authorized to represent a CONTRACTOR must attend this meeting. A Non-Disclosure Agreement will be required to be signed in order to receive this confidential information.



Any requests for information concerning this RFP must be submitted in writing, and any substantive replies will be issued as a written addendum and emailed to those who attend the mandatory walk-through/bid conference. All questions must be submitted by **October 13th, 2022 at 12:00 pm**.

All questions will be submitted to Mary Simonell at [msimonell@cityofgardena.org](mailto:msimonell@cityofgardena.org)

Questions raised at the pre-bid conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-bid conference, it will also be memorialized in a written addendum to this RFP posted and emailed as prescribed above.

#### **D) Contract Award**

Based on bids received in response to this RFP, an array of factors may be used in selecting the contractor. This RFP does not in any way limit the City of Gardena's right to solicit contracts for similar or identical services, if, in the City of Gardena's sole and absolute discretion, it determines bids received are inadequate to satisfy its needs.

#### **E) Submission Requirements**

##### **1. Time and Place for Submission of Bids**

Bids must be received by **1:00 pm, PST, on October 25<sup>th</sup>, 2022 via Planet Bids**.

Bids that are submitted by fax, email or hard copy will not be accepted. Late submissions will not be considered.

##### **2. Price Proposal**

The City of Gardena intends to award this contract to the CONTRACTOR that it considers will provide the best overall services. The City reserves the right to use an array of factors in selecting the CONTRACTOR, and to reject any bids that are not responsive to this request.

The City is requesting bid proposals for (**see Attachment B**):

- Fixed Cost

- Preventative Maintenance which includes a full system wellness check (including ensuring required storage on all NVRs) every other month.

- Camera cleaning of all camera locations two (2) times per year

- All-Inclusive Hourly Billing Rate for Services

- Please provide the all-inclusive hourly rate, and a complete breakdown of the hourly cost billing rate in accordance with the worksheet set forth in



### **Attachment B.**

The City intends to pay the CONTRACTOR for all services required under the contract based on a single all-inclusive rate for inspections and an hourly rate that will encompass all of the CONTRACTOR's labor, costs, overhead and profit.

The approved all-inclusive hourly rate will be specified in the contract and shall remain in effect to the conclusion of the contract. Pricing for the optional year extension should also be specified. Please note that this contract requires prevailing wage.



## **Attachment A: Scope of Work**

The Scope of Work that follows is to be used as a general guide and is not intended to be a complete list of all work necessary for our Video Policing System. CONTRACTOR's are to provide all labor, materials, tools, supplies, equipment and supervision necessary to provide Video Policing System Camera System Maintenance at the Gardena Police Department and GTRANS. Services shall include the following:

### **1. Repair Services**

The CONTRACTOR shall follow up immediately with an investigation of any reported or observed equipment malfunction. Equipment malfunction is defined as the inability of the individual components, subassemblies, or major parts of the system to perform their specific functions, including equipment failure caused by actions of operational personnel, the public or environmental conditions. If it is determined that the cause of the problem is something other than equipment or system issues, the CONTRACTOR will notify a City of Gardena representative. The City will require a root cause analysis of any repair services in order to ensure that the cause of the problem has been addressed and resolved prior to completion of the repair. Unscheduled maintenance shall include inspections and tests required to determine the extent of any equipment malfunction, as well as the repair required to correct the problem.

### **2. Replacement Services**

Various components and equipment may require replacement during the term of the contract. All labor associated with the replacement, upgrade or enhancement of the equipment shall be billed at the labor rates outlined in the CONTRACTOR's fee schedule on Attachment B. The CONTRACTOR will be responsible for providing any replacements to the components of any part of the system. Any components that cannot be replaced using the exact same make and model will require prior approval by the City in order to ensure that a similar replacement is used. All replacements parts must be non-proprietary. The CONTRACTOR shall provide a work order with pricing for replacements, updates, and moves, in line item or unit pricing format, prior to any work being performed. The pricing estimate, at a minimum, must include: a description of the work to be performed, a complete equipment list with related prices for each item, estimated labor hours, and any equipment required to complete the work. Any work performed by a sub-consultant must also use the same format. Lump sum pricing will not be accepted.

All replacements must be installed within two weeks of authorized work order, unless pre-approved by City of Gardena representative. Any delay beyond the pre-approved replacement two-week time period shall be subject to \$100 per day liquidated damages.



### **3. Installation Services**

The City of Gardena may request the CONTRACTOR to install new Video Policing Cameras within City of Gardena's property. As part of the scope of work, the CONTRACTOR shall provide the City of Gardena with system design services, which shall include but not be limited to hardware and software recommendations that will meet the City of Gardena's goals and objectives for the new system. Installation of cameras, servers, switches and cabling and other components which have been deemed necessary must be approved by the City of Gardena prior to any purchases, installation or integration into the City of Gardena's Video Policing System. The CONTRACTOR agrees to coordinate and facilitate any upgrades to the Video Policing System with the City of Gardena prior to any installation.

All new installations shall be inspected by a City of Gardena representative or his/her designee for quality of workmanship and component and system functionality. The CONTRACTOR shall be responsible for any corrections to the installations that result from poor workmanship or non-adherence to City, state, and/or federal standards. The CONTRACTOR shall provide a cost bid work order for new system installations prior to any work being performed. All components proposed and installed must be non-proprietary. The bid shall include at a minimum: a description of the work to be performed, a complete equipment list with related prices for each item, estimated labor hours, and any equipment required to complete the work. Any work performed by a sub-consultant must also use the same format. Lump sum pricing will not be accepted.

All installations must be completed within two weeks of authorized work order, unless pre-approved by City of Gardena representative. Any delay beyond the pre-approved replacement two-week time period shall be subject to \$100 per day liquidated damages.

### **4. Preventative Maintenance**

The CONTRACTOR will assume all responsibilities on providing the City of Gardena with a plan for preventative maintenance for all cameras, servers, storage devices and Video Policing System components. This will include cleaning of all camera lenses and domes where applicable two times per year, and scheduling and coordinating refreshes of servers, routers, switches, and cameras as needed. Responsibilities include ensuring that all licensing and service maintenance agreements with any of our Video Policing System components remain valid and current throughout the duration of the contract. The CONTRACTOR is responsible for maintenance of all Servers, Storage Devices, Switches, Routers, Cameras, Cabling and any other components deemed part of the City of Gardena's system.

The CONTRACTOR will assume responsibility for providing a comprehensive backup solution of all critical software/data components of the City of Gardena's Video Policing System, to include all SQL Databases and configuration components.

The CONTRACTOR is responsible for ensuring that the SYSTEM complies with ALL retention schedules (366 days for the jail and 30 days for all other locations). CONTRACTOR shall perform a health assessment on the whole SYSTEM and ensure NVR's meet retention deadlines every other month (July, September, November, January, March, May).



## **5. Training**

The CONTRACTOR will be responsible for providing training to City of Gardena staff on the different components of the system. The CONTRACTOR agrees to provide training on any changes made to any servers, switches or cameras as well as any hardware and software changes made to the Video Management System (VMS). Training shall include a complete overview and introduction of our current system identifying possible single points of failure and areas of future concern. Training shall also include specific component overviews in order to familiarize City staff with all the components of the system, as well as any troubleshooting techniques that can be used in order to prevent a future service call. Training will include an overview of our current Video Management System (VMS) and also training in conjunction with any upgrades done to our current VMS.

## **6. Design**

The CONTRACTOR will be responsible for providing the City with design documentation on all existing, and/or new components pertaining to the Video Policing system. These design documents shall be all inclusive and include specific information pertaining to their location, make and model, component name, cabling routes, connection type and date of installation. The CONTRACTOR hereby agrees, all present and future designs for the City of Gardena once submitted become property of the City of Gardena.

## **7. Warranty**

The CONTRACTOR will assume and provide an itemized warranty for all existing components of the City of Gardena Video Policing System. Warranty information shall be included for the following: hardware, software, licensing, service maintenance agreements, hardware maintenance agreements, and any other components deemed necessary by the City of Gardena. The selected CONTRACTOR shall detail, in its bid, the proposed warranty and support services they will provide pertaining to specific components currently existing within the City of Gardena Video Policing System. Additional information pertaining to specific components in use at the City of Gardena will be provided in the mandatory pre-bid meeting since it is considered Sensitive Security Information (SSI).

## **8. Response Requirements**

The CONTRACTOR will be required to meet specific response requirements in order to be considered for this bid. The CONTRACTOR shall supply the City of Gardena with names (minimum of three of the CONTRACTOR's representatives) and phone numbers to contact for Emergency Service Calls. The CONTRACTOR's representatives shall be available twenty-four (24) hours per day, seven (7) days per week to receive Emergency Service Calls.

The CONTRACTOR will be responsible for providing the City of Gardena with the following pertaining to service calls: direct telephone assistance, direct on-site assistance, assistance via VPN, and technical expertise and consultant services. All service calls shall be coordinated with a City of Gardena representative and an estimated time of completion shall be communicated for each service call.



The CONTRACTOR will be responsible with providing the City of Gardena with pricing pertaining to the following levels of service pertaining to service calls for the System. Pricing pertaining to each level of response shall be included in the CONTRACTOR's submittals.

1. **Emergency Service Calls** – Calls that warrant immediate repair, as determined by a City of Gardena representative or his/her designee will require that a qualified service representative arrive on site within two hours from the time the call is acknowledged by the service representative via telephone.
2. **Urgent Calls** – Urgent calls, as determined by an City of Gardena representative or his/her designee, shall be acknowledged by phone or email within one hour and, at the discretion of the City of Gardena representative or his/her designee, response may be deferred to the start of the following business day.
3. **Routine Calls** – Routine calls, as determined by an City of Gardena representative or his/her designee, shall be acknowledged by phone or email within two hours and, at the discretion of the City of Gardena representative or his/her designee, response may be deferred longer than one business day, but not to exceed two business days.

The above mentioned shall remain current at all times. Any changes shall be forwarded to the City of Gardena in writing twenty-four (24) hours in advance of any such change and must be pre-approved by the City of Gardena.

During the contracted maintenance period, CONTRACTOR shall follow the maintenance terms as specified in the respective manufacturer's maintenance manual for system component maintenance; including using manufacturer's approved replacement parts.

During the maintenance period, CONTRACTOR shall maintain locally, or available by next business day, a readily available supply of system spare parts in adequate quantity to ensure the rapid replacement of any system-related component(s) that may fail. The City's Project Coordinator, or its designee, may maintain a supply of spare cameras and system components at their sole discretion.

The CONTRACTOR must be able to VPN in to assess and address (if necessary) any issues.

#### 9. **Documentation Requirements**

The CONTRACTOR will be required to provide the City of Gardena with a service call management solution that will ensure that all service calls performed in the City are tracked and recorded in order to assist with the management of the contract. The service management solution should at a minimum allow the City of Gardena to administer work orders, attach root cause analysis documentation, and have the ability to attach invoicing information that will allow key members of the City of Gardena to access information in order to easily manage the contract. Access to the service call management solution should at a minimum be provided to City of Gardena personnel managing this contract. It is highly desirable that this management solution be a web-portal allowing the City of Gardena the ability to place work orders and monitor all service activity directly online.

#### 10. **CONTRACTOR'S RESPONSIBILITIES**



CONTRACTOR shall upon arrival perform the following tasks:

- A. Notify the Project Coordinator prior to commencing work
- B. Sign in at designated area.
- C. Perform all work as outlined in the Scope of Work.
- D. Submit to the City of Gardena a time sheet with a detailed description of all tasks or work completed.
- E. Sign out upon departure from the City facility.

#### 11. **TOOLS**

CONTRACTOR shall:

- A. Supply all tools required to inspection and/or repairs and maintenance tasks and work.
- B. Ensure that all tools remain in CONTRACTOR'S possessions at all times and shall not be left unattended.
- C. Ensure that all tools and equipment are removed from the work site at the end of each task or workday.

#### 12. **DAMAGES**

CONTRACTOR shall:

- A. Repair any damage, should it occur during the inspection and testing process using City of Gardena approved materials and procedures.
- B. City of Gardena Project Coordinator or designee shall make final approval and acceptance of repairs to restore all facilities.

#### 13. **UNSATISFACTORY OR NON-PERFORMED WORK**

CONTRACTOR shall:

- A. Correct any work deemed unsatisfactory or non-performed work by the City of Gardena Project Coordinator and at CONTRACTOR'S expense.
- B. Be given written notice of observed unsatisfactory or non-performed work either by email or by letter. The letter heading will state "Notice of Default".
- C. Have seventy-two (72) hours to re-perform unsatisfactory or non-performed work.







## **Attachment B: Contractor's Pricing**

All-inclusive inspection rates, and a complete breakdown of the hourly cost billing rate.

**I. Compensation:** This is a Fixed Fee, time and materials CONTRACT between City of Gardena and CONTRACTOR for Video Policing System Service, Inspections, and Repair as set forth in the Scope of Work. CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor and materials required, insurance requirements, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by CONTRACTOR of all its duties and obligations hereunder. CONTRACTOR shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work.

**II. Fees and charges:** City of Gardena will pay the following fixed fees in accordance with the provisions of this CONTRACT. CONTRACTOR shall perform the requested services as described in Attachment A – Scope of Work.

Time: Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.

### **List of Warranty Items:**

Please see the enclosed spreadsheets.

**Materials:** CONTRACTOR must supply backup paperwork or evidence for all materials purchased. CONTRACTOR shall not mark-up the cost of any materials greater than 5%.

Cost Plus \_\_\_\_\_ % Mark-up

Cost Plus \_\_\_\_\_ % Discount

Note: Applicable sales tax shall be billed when invoicing.

### **Preventative Maintenance:**

Quarterly Camera Cleaning Service  
Two (2) times a year

System Health Assessment  
Six (6) times a year

**III. Invoicing:** Invoices are to be submitted in arrears, after services have been provided, to the address specified below. Payment will be Net 30 days after receipt of an invoice in a format acceptable to the City of Gardena and verified and approved by the agency/department and



subject to routine processing requirements. City of Gardena's Project Coordinator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Accounts Payable Department for processing of payment. The responsibility for providing an acceptable invoice to the City of Gardena for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction. Billing shall cover services and/or goods not previously invoiced. CONTRACTOR shall reimburse the City of Gardena for any monies paid to CONTRACTOR for goods or services not provided or when goods or services do not meet the CONTRACT requirements.

Payments made by the City of Gardena shall not preclude the right of the City of Gardena from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

1. CONTRACTOR'S name and address
2. CONTRACTOR'S remittance address (if different from above)
3. CONTRACTOR'S Federal I. D. number
4. City of Gardena PURCHASE ORDER number
5. Service date(s)
6. Service description
7. Breakdown of cost
8. Hourly rate
9. Copy of signed City of Gardena Time Sheet
10. List of Materials, Equipment, and/or Permits plus mark-up
11. Total

Upon satisfactory delivery of goods and services, CONTRACTOR shall submit an itemized invoice to:

City of Gardena  
1718 West 162<sup>nd</sup> Street  
Gardena, CA 90247  
Attention: Video Policing System Project Coordinator

Agreement Administrator  
[ccuff@gardenapd.org](mailto:ccuff@gardenapd.org)



**ATTACHMENT C: FORMS**  
**(TO BE SUBMITTED WITH RFP  
RESPONSE)**



## ATTACHMENT C: CONTRACTOR'S PROPOSED PRICING

<b>PREVENTATIVE MAINTENANCE PROGRAM FOR CITY OF GARDENA</b>	
<b>Submitted By:</b> _____ <b>(Contractor Name)</b>	
<b>Camera Cleaning (2 Times Per Year)</b> <i>(includes labor, vehicles, tools and materials)</i>	<b>Cost Per Year</b>
Camera Cleaning	\$
<b>System Health Assessment (6 Times Per Year)</b> <i>(IT Specialist who is certified in IndigoVision, networking, wireless, etc. will perform various health checks and corrective adjustments to VMS, storage, cameras, encoders, network, etc.)</i>	<b>Cost Per Year</b>
System Health Assessment	\$
<b>Service Calls: Time &amp; Materials Basis</b> <i>(includes vehicles and tools)</i>	
Technician	\$ /hour
IT Specialist	\$ /hour
Insert Any Additional Personnel	\$ /hour
<b>New Installations: Time &amp; Materials Basis</b> <i>(includes vehicles and tools; quotes will be provided for specific materials)</i>	
Installers	\$ /hour
IT Specialist	\$ /hour
Project Manager	\$ /hour
<b>Assessment of GTRANS camera locations</b>	
Please propose methodology and fees associated with a full-system assessment for camera locations, equipment, etc. This shall be proposed as a flat-fee cost.	\$



## ATTACHMENT C: COMPANY PROFILE & REFERENCES

### **COMPANY PROFILE**

Company Legal Name:

---

Company Legal Status (Corporation, partnership, sole proprietor, etc.):

---

Active licenses issued by the California State Contractor's License Board:

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Business Address:

---

Website Address:

---

Telephone Number ( ) \_\_\_\_\_ Fax Number : ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Length of time the CONTRACTOR has been in business: \_\_\_\_\_

Length of time at current location: \_\_\_\_\_

Is your CONTRACTOR a sole proprietorship doing business under a different name:

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

---

Is your CONTRACTOR incorporated: \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, State of Incorporation: \_\_\_\_\_

Federal Taxpayer ID Number:

---

Regular Business Hours: \_\_\_\_\_

Regular Holidays and hours when business is closed:

---



Contact person in reference to this solicitation:

---

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

Email Address:

---

Contact person for Accounts Payable:

---

Telephone Number: (    ) \_\_\_\_\_ Facsimile Number: (    ) \_\_\_\_\_

Email Address:

---

Name of Project Manager:

---

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

Email Address:

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**In the event of an emergency or declared disaster, the following information is required:**

Name of contact during non-business hours:

---

Email Address: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_



## REFERENCES

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three clients for whom comparable projects have been completed or submit letters from your references which include the requested information (attach additional sheets if necessary).

Name of Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Contract Title/Number: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

Contract effective Dates: \_\_\_\_\_

Brief description of all required and related services performed/goods provided:

Name of  
Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Contract Title/Number: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

Contract effective Dates: \_\_\_\_\_

Brief description of all required and related services performed/goods provided:



## REFERENCES

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three clients for whom comparable projects have been completed or submit letters from your references which include the requested information (attach additional sheets if necessary).

Name of Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Contract Title/Number: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

Contract effective Dates: \_\_\_\_\_

Brief description of all required and related services performed/goods provided:

Name of  
Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Contract Title/Number: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

Contract effective Dates: \_\_\_\_\_

Brief description of all required and related services performed/goods provided:



## **ATTACHMENT D: SAMPLE CONTRACT**



**AGREEMENT BETWEEN THE  
THE CITY OF GARDENA  
AND  
(CONTRACTOR)  
FOR CONSULTING SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and \_\_\_\_\_ ("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 \_\_\_\_\_ (CONTRACTOR) 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 it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.



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](mailto:ccuff@gardenapd.org)

Consultant:  
Attn:  
Telephone Number:  
Facsimile Number:  
E-mail:

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, Mayor

Date \_\_\_\_\_

ACCEPTED:  
CONTRACTOR

By \_\_\_\_\_  
Name, Title

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Carmen Vasquez, City Attorney

ATTEST:

\_\_\_\_\_  
Mina Semenza, City Clerk



*We are more than a provider. We are a solution.*



November 23, 2022

**RE: RFP # 2022-02 Attachment "C" Contractors Proposed Pricing**

Chief Mike Saffell  
Gardena Police Department  
1718 W. 162<sup>nd</sup> Street  
Gardena, Ca. 90247

Dear Chief Saffell:

This is to inform you that Datagear Inc. will not require Gardena to purchase camera cleaning or full-system assessment as part of this proposal.  
All service is at the complete discretion of the City of Gardena and no service is mandatory.

Sincerely,

**Lee M. Coffey**  
President, Datagear Inc.







# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 16.A  
Section: DEPARTMENTAL  
ITEMS - PUBLIC WORKS  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: Award Construction Management and Inspection Services Contract for the Gardena Community Aquatic and Senior Center Project, JN 978, to Griffin Structures, Inc., in the amount of \$895,000.

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

**Staff Recommendation: Award Construction Management and Inspection Services Contract**

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

On September 28, 2021, City Council approved the design Architecture and Engineering services for the new Gardena Community Aquatic and Senior Center project to RJM Design Group. Thus far, various project phases have been accomplished:

- December 2021 – State Award of \$8.5M Proposition (Prop) 68 Grant
- March 2022 – City Council Approval of Conceptual Design
- April 2022 – Final SCE Application to Underground Existing Over Head Utilities
- May 2022 – City Council Approval of Demolition Construction Contract
- October 2022 – Completion of 75% Construction Documents
- October 2022 – Recordation of a Deed Restriction per Prop 68 Requirement
- November 2022 – Demolition Construction Completed

The project team is currently working towards final Construction Documents (CD) by Spring 2023 and construction will start in Summer 2023. Meanwhile, the overhead utility relocation design is to be completed by December 2022 and seek Council approval of the construction contract in February 2023.

Management of the construction by the City is a very important task. The Code compliance of the project will be performed by inspectors within the Community Development Department.

In addition to these typical building inspections, other tasks are required such as the management of schedules, review and approval of invoices, review and approval of submittals, labor compliance, review of change orders and substitutions, safety of the job site, and soils and materials testing. The City is unable to perform these services with existing staff and an expert in these matters is needed.

On October 13, 2022, the Department of Public Works released a Request for Proposal



(RFP), for Construction Management and Inspection (CMI) Services for the Project. On November 14, 2022, four (4) proposals were received. Two sealed envelopes were received from each firm, one with firm's qualifications and the other with the firm's fee. The fee proposals were not opened so that the evaluation would be evaluated based on qualifications.

The consultant that is awarded will be responsible for (CMI) services for the estimated fifteen (15) months construction period. All CMI services are to be billed hourly based on Not to Exceed proposed total amount. A Contract Change Order will be considered if the project scope expands or goes beyond 15 months.

- Consultant's responsibilities include, but are not limited to:
  - Attend all project related meetings
- Lead all meetings during the construction from pre-construction to final closeout
- Provide a constructability review of the project plans, specifications, and engineer's estimate
- Maintain project files per City template
- Provide and supervise construction observation/inspection
- Conduct day-to-day inspections and prepare daily reports
- Review and track the contractor's construction schedule
- Provide soil and material testing services as needed
- Assure contractor adheres to labor compliance requirements
- Issue a weekly working day statement
- Coordinate with City's Project Manager, utility companies, and other agencies
- Assist in acquiring all necessary permits with respective agencies
- Review and track submittal approvals
- Provide public outreach as needed
- Review and make recommendation(s) for contractor progress payments
- Review and make recommendation(s) regarding the contractor's request for a contract change order
- Maintain a set of "as-built" plans
- Schedule the final walk-through inspection and prepare a "punch-list"
- Prepare documents as required by auditors (as needed)

Two Public Works staff, Allan Rigg and Kevin Kwak, evaluated the proposals for experience, expertise, training, project approach, schedule control, and compliance with RFP of the project. Independently each selected Griffin Structures as the clear top firm and decided that the interview process was not necessary.

Subsequently, the fee proposals were opened after selecting Griffin Structures. The fees for all four (4) firms ranged from \$772,648 to \$1,483,100. The fees for Griffin Structures were \$895,000 which includes \$143,000 allowance for soil material testing. As such, Griffin



Structures technically submitted the lowest fee considering that they have budgeted \$123,000 more soil testing allowance than the second low fee by KOA Corporation. Griffin Structure's proposal and fees are exceptionally well prepared and determined to be the most qualified consultant.

Griffin Structures has been serving Construction Management and Inspection services for 41 years. They are uniquely qualified to deliver the project given their extensive community, senior, and aquatic center portfolio, local experience, demonstrated past and successful collaborations with City hired design consultant, RJM Design Group, and demonstrated team of aquatics and community facilities project experts. They have over fifty senior and aquatic community center representative projects with verified references. In addition, their simplified project approach is to designate a full-time Construction Manager to provide all-inclusive day-to-day services that includes onsite inspector roles as well, which will save cost, provide clear communications, and project commitment.

Staff respectfully recommends that the City Council award a Construction Management and Inspection Services Contract for the Gardena Community Aquatic and Senior Center Project, JN 978, to Griffin Structures, Inc., in the amount of \$895,000.

**FINANCIAL IMPACT/COST:**

FY 2022-2023 Project Budget: \$5,020,000 Bond Proceeds/Measure G, \$8,500,000 Prop 68, and \$1,400,000 Federal Earmark (Total \$14,920,000)

**ATTACHMENTS:**

[JN 978 Aquatic & Senior Center\\_CMI Services Consultant Agreement.pdf](#)

APPROVED:

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

---

Clint Osorio, City Manager



## **CITY OF GARDENA CONSULTANT AGREEMENT WITH GRIFFIN STRUCTURES, INC.**

This Agreement is entered into this 13th day of December, 2022, by and between the **City of Gardena**, a municipal corporation ("City") and **Griffin Structures, Inc.**, a California Corporation ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
  - A. Whereas, City is desirous of obtaining Construction Management & Inspection (CMI) consultant services for the Gardena Community Aquatic and Senior Center Project, JN 978;
  - B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and
  - C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement; and
  - 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.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until completion, unless earlier terminated as provided below.
  - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
  - B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
  - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all 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 be entitled to reasonable compensation for the



services it performs up to the date of termination; however, if the Agreement is terminated by City for cause, other than lack of funding, or by Consultant without cause, City shall be entitled to deduct any costs it incurs payment to another consultant for Services, which duplicate Consultant's Services to date. In the event of termination for other than cause attributable to Consultant, Consultant shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.

3. **SERVICES.** Consultant agrees to provide the services as specified in the City's Request for Proposal ("RFP"), **Exhibit A**, attached hereto and incorporated herein by this reference ("services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.
4. **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 agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.
5. **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, it shall be resolved by giving precedence in the following order: (a) The Agreement (b) Exhibit A (c) Exhibit B.
6. **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 term of this 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. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain 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.
8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by



this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the General Services Director/City Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the General Services Director/City Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the General Services Director/City Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the General Services Director/City Engineer 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 2 above.

10. **COMPENSATION.** Consultant shall be compensated as follows:

- A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference. In no event shall compensation under this Agreement exceed **eight hundred ninety-five thousand and 00/00 (\$895,000.00)** without the prior written authorization of the City Council.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. 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. City 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 City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. 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.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

11. **INSURANCE REQUIREMENTS.**

- 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 coverages required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall



be subject to all 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. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:
1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages 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 coverages 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 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 limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
  3. Worker's Compensation and Employers 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, is mailed to City.
  4. Professional Errors & Omissions ("E&O") – a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy shall be issued by an insurance company which is admitted to do business in the State of California.



5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
- a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, and employees, are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
  - b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
  - c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, and employees, . Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."
  - d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, and employees.
  - e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor 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 retentions 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, and employees (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 therefor, 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.
- H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

**12. INDEMNIFICATION.** Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, and employees, 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, and employees 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 subconsultants, 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 subconsultants, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, and employees based upon the work performed by the Consultant, its employees, and/or authorized subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants 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.

**13. COOPERATION.** In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant



shall render any reasonable assistance and cooperation which City might require.

**14. INDEPENDENT CONTRACTOR.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

**15. 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.

**16. NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under 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 as City employee(s) for hire 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 or expiration 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 ("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. **NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES.** Contractor 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 Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.
20. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
21. **COMPLIANCE WITH LAWS.** Consultant represents 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.
22. **CONFLICT OF INTEREST AND REPORTING.** 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.
23. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.



25. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.

26. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City:                      City of Gardena  
                                     1700 West 162nd Street  
                                     Gardena, California 90247  
                                     Attn: Allan Rigg  
                                     Director of Public Works

To Consultant:            Griffin Structures, Inc.  
                                     1 Technology Drive, Bldg. 1, Suite 829  
                                     Irvine, California 92618  
                                     Attn: Jon Hughes  
                                     Executive Vice President

Notices shall be deemed to have been served upon the date of personal service or three (3) working days after the same has been deposited in the United States Postal Service.

27. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.

28. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.

29. **PUBLIC RECORD ACT DISCLOSURE.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is



defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

**30. MAINTENANCE OF RECORDS.** Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:

- A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
- B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
- C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
- D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.

**31. BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**32. GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

**33. SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

**34. AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

**35. 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.

**36. PREPARATION OF AGREEMENT.** 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.

37. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
38. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will 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.



**IN WITNESS WHEREOF**, City and Consultant have executed this Agreement as of the date first hereinabove set forth.

CITY OF GARDENA

CONSULTANT – GRIFFIN STRUCTURES

\_\_\_\_\_  
Tasha Cerda, Mayor

Jon Hughes

\_\_\_\_\_  
Name

ATTEST:

\_\_\_\_\_  
Sign: 

\_\_\_\_\_  
Title: Executive Vice President

\_\_\_\_\_  
Mina Semenza, City Clerk


Dustin Alamo

\_\_\_\_\_  
Name

APPROVED AS TO FORM:

\_\_\_\_\_  
Sign: *Dustin Alamo*

\_\_\_\_\_  
Title: Vice President

  
\_\_\_\_\_  
Carmen Vasquez, City Attorney



# EXHIBIT A -

## REQUEST FOR PROPOSAL FOR

CMI SERVICES FOR THE GARDENA COMMUNITY AQUATIC &  
SENIOR CENTER PROJECT, JN 978





# CITY OF GARDENA

## PUBLIC WORKS ENGINEERING

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REQUEST FOR PROPOSAL

FOR

CONSTRUCTION MANAGEMENT AND INSPECTION (CMI)  
SERVICES FOR THE GARDENA COMMUNITY AQUATIC AND  
SENIOR CENTER PROJECT, JOB NUMBER (JN 978)

OCTOBER 2022

Memoranda:

Download the RFP & Appendix items here at <https://cityofgardena.org/public-contracts/>



### **SUBMITTAL INFORMATION**

All proposals must be received by the Public Work's Office, at the City of Gardena, **no later than: Monday, November 14, 2022, at 4:00 p.m. in two (2) sealed envelopes – one shall be solely for the fee proposal.** Proposals received after the time and date indicated above shall be deemed nonresponsive and returned unopened.

**Consultants shall submit three (3) hard copies and one (1) PDF file on PC compatible USB drive for each sealed envelope.**

Proposal for CMI Services for Gardena Community Aquatic and Senior Center Project (JN 978)  
Office of the Public Works Department  
City of Gardena  
1717 W. 162<sup>nd</sup> Street  
Gardena, California 90247-3778

Contact Info: Kevin Kwak, Assistant Director of Public Works/City Engineer at  
[kkwak@cityofgardena.org](mailto:kkwak@cityofgardena.org) or 310.217.9643



**REQUEST FOR PROPOSAL  
FOR  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR  
THE GARDENA COMMUNITY AQUATIC AND SENIOR CENTER PROJECT  
(JN 978)**

**OVERVIEW**

The City of Gardena (City) is soliciting proposals from qualified consultant firms for Construction Management and Inspection (CMI) services for the Gardena Community Aquatic and Senior Center Project. Services include, but not limited to:

Providing constructability review of the plans, specifications and cost estimate (PS&E); oversee construction coordination meetings with the contractor and stakeholders; coordination of materials submittals; providing construction inspection and reporting; schedule tracking; review and recommend approval of contractor payment requests; oversight of contractors surveying, staking and assurance of monument preservation; review, negotiate, and recommend approval of contract change orders; coordination with utilities and other agencies; assure contractor labor compliance; records management; and assist in the required billing(s) for fund reimbursement. The project's construction contract administration shall be in conformance to the APWA Greenbook, the City of Gardena's local standards and the project specifications. The project will be constructed at the existing Primm Memorial Pool located at 1654 W. 160<sup>th</sup> Street and the adjacent 16010 & 16004 S. Harvard Boulevard lots that will be vacant.

Qualified Consultants are hereby notified that this project will be solely or partially funded with Proposition 68 and City General funds and shall adhere to all requirements under the program funding sources. This project is subject to local, and state regulations and procurement requirements.

The City makes no representation or guarantee as to, and shall not be responsible for, the accuracy, completeness, or pertinence of the Reference Documents, and, in addition shall not be responsible for any conclusions drawn therefrom. They are made available to the Proposer for the purpose of providing such information as is in the possession of the City, whether or not such information may be accurate, complete or pertinent, or of any value.

An electronic copy of this RFP is available for download at the City of Gardena Website <https://cityofgardena.org/public-contracts/>. The City recognizes there may be questions or items requiring discussion and/or clarification prior to each Firm's preparation and submission of its proposal. If questions do arise, direct all questions to Kevin Kwak via email at [kkwak@cityofgardena.org](mailto:kkwak@cityofgardena.org). If necessary, clarifications, explanations, or instructions shall be sent in writing or electronically to all firms having requested this RFP and/or as an addendum posted on the City Website. Requests for Clarifications will not be accepted, nor responded to after 12:00 P.M. on Thursday, November 3, 2022. Any interpretations or addenda issued by the City shall be incorporated into this RFP.

Proposers may not rely on any oral interpretations given by any City employee and may only rely upon officially issued, written addenda.



The City reserves the right to determine (in its sole discretion) if a formal pre-proposal session with candidate Firms will be required. The City's objective is to ensure an appropriate exchange of information prior to proposal preparation and submission to minimize both wasted effort by Firms and unnecessary follow-up by City personnel during the evaluation process.

The City currently anticipates conducting the selection process in accordance with the following schedule. This schedule is subject to revision and the City reserves the right to modify the schedule as needed or necessary.

RFP released	October 13, 2022
Deadline for questions, clarifications	November 3, 2022 @ 12:00 p.m.
<b>Proposal due</b>	<b>November 14, 2022 @ 4:00 p.m.</b>
Consultant interviews (if necessary)	Week of November 28, 2022
Consultant selection and Council award	December 13, 2022

### **PROJECT BACKGROUND**

The existing Primm Memorial Pool, located at 1650 W. 160<sup>th</sup> Street was built decades ago and has not been in operation since the summer of 2019 due to the state of the facilities. The facility has been red-tagged due to its deficiencies and did not meet the Health Department, Building Department, and Americans with Disabilities Act (ADA) requirements.

On September 28, 2021, the City Council approved the design Architecture and Engineering services for the project to RJM Design Group. The City also secured the project budget of \$8.5M of Proposition 68 park grant and \$6.5M Bond Proceed funds (General Funds) and \$1.4M Federal Earmarks.

The existing pool facility is approximately 1,500 square feet and has showers and locker rooms. The proposed new facility is 12,000 square feet. The community complex will be built on the acquired four-plex building that will be adjacent to the pool. The building will have amenities for the senior center and aquatic center. The senior center will have a reception/lobby, restroom, conference room, office, breakroom, storage room and kitchen/pantry. The aquatics center will have a ticket window, men/women's locker room and family restroom.

The current Primm Pool is 25-yards with 6-lanes. The pool will be expanded to 8-lanes. There will be an aquatics center entrance, outdoor showers, bleacher seating, seat walls, shade structures, diving board, pool equipment/mechanical room and pool storage. The outdoor courtyard will have the exercise station, ADA accessible drinking fountain, picnic tables, barbecue grill and lawn area. There will also be ADA parking stalls.

The project is currently at 75% Construction Document (CD) phase and is scheduled to be completed by early 2023. In addition, the demolition of the existing pool, mechanical and facility buildings, and two four-plex buildings are currently underway as a separate construction phase. It is anticipated to be completed by end of October 2022.

For reference only, City is additionally working with Southern California Edison to underground the existing Overhead (OH) utilities. All applications have been submitted to the utility companies; SCE, AT&T, and Charter's design plans to be completed by November 2022 and anticipating a separate construction



in February 2023 prior to the community and aquatic center construction phase. This effort will be led by City and SCE.

The City intends to award the CMI contract to the chosen consultant before finalizing the CD phase to include constructability review in the scope and to enhance transition from design to construction phases.

### **SCOPE OF SERVICES TO BE PROVIDED**

The City is seeking a qualified consultant firm to provide professional Construction Management and Inspection Services related to the proposed Gardena Community Aquatic and Senior Center Project including but not limited to: pool construction and its mechanical room, new community center building construction, earthwork and site grading, utilities, outdoor courtyard, ADA amenities and parking, landscape and irrigation installation, concrete slabs, walls, shade structures, and other pool and community center amenities.

The current 75% Construction Documents (CD) and the Conceptual Renderings are included in the Appendices. The project construction is anticipated to begin in Spring 2023 and will be completed by June 2024 to comply with Proposition 68, Park Grant funds. The probable Construction Cost at current phase is approximately \$12.5M. In general, the City of Gardena uses the "Standard Specifications for Public Works Construction" (GREENBOOK), CSI Technical Specifications, and the City Standards Plans, as the basis of a project's plans, specifications, and estimate. Other standard drawings used in the design are referenced on the plans and specifications. Additionally, the City Building permit will be acquired and it's plan check approval process.

The selected consultant shall provide one qualified Registered Civil Engineer serving in the capacity as Construction Manager responsible for Inspection and Contract Management for the construction of the project. Responsibilities include but not limited to:

- Attend all project related meetings
- Lead all meetings during the construction from pre-construction to final closeout
- Provide a constructability review of the project plans, specifications, and engineer's estimate
- Maintain project files per City template
- Provide and supervise construction observation/inspection
- Prepare construction inspector's daily reports
- Review and track the contractor's construction schedule
- Assure contractor adheres to labor compliance requirements
- Issue a weekly working day statement
- Coordinate with the City's Project Manager, utility companies, and other agencies
- Assist in acquiring all necessary permits with respective agencies
- Review and track submittal approvals
- Provide public outreach as needed
- Review and make recommendation for contractor progress payments
- Review and make recommendations regarding the contractor's request for a contract change order
- Assure contractor to maintain a set of "as-built" plans
- Schedule the final walk-through inspection and prepare a "punch-list"
- Assure contractor to obtain all necessary permits and its approval



- Preparation of documents as required by auditors (as needed)

**Task 1 – Meetings:** The selected consultant will meet with City personnel for an initial kick-off meeting. Once the contractor is awarded a contract the consultant will schedule a pre-construction conference inviting all of the Project’s stakeholders. In addition, the selected consultant shall conduct weekly coordination meetings with the contractor and stakeholders that will be involved with the following week’s work. The consultant shall prepare agendas and minutes for all meetings. The contractor will be required to provide a “look ahead” schedule at each weekly meeting that the selected consultant shall review and provide comment. These meetings may be held at the City Facility. However, the meeting location may be scheduled for an alternate site if agreed by the contractor and approved by the City.

**Task 2 – Construction Management:** The selected consultant must provide a qualified Registered Civil Engineer serving as a construction manager having at least 10 years of experience with similar projects and be responsible for the following tasks (City reserves the right to eliminate tasks as needed):

- **Task 2a - Constructability Review:** The construction manager shall be responsible for the review of the design plans, specifications, and engineer’s estimate at the 100% design milestone to advise on the constructability of the design and offer recommendations to improve construction efficiencies and/or reduce impacts to property owners, business and traveling public. These reviews shall take no longer than two (2) weeks to complete. The consultant shall meet with the Project Manager and City to discuss the recommendation.
- **Task 2b – Provide Daily Construction Inspections:** The construction manager shall supervise or provide him/herself the work of the project construction inspections. Review or prepare inspector’s daily reports and submit copies to the City on a weekly basis.
- **Task 2c – Construction Schedule:** The construction manager shall review the contractor’s project schedule and confirm that tasks are scheduled within appropriate timeframes with the least impact to the public. On a weekly basis, the construction manager shall review the contractor’s weekly look ahead schedule to confirm it is in compliance with the original schedule and that coordination with utility companies and agencies has been performed. If the weekly look ahead schedule is not in compliance with the original schedule, direct the contractor to make suitable adjustments.
- **Task 2d – 3 Week Look Ahead Work Schedule:** The construction manager shall prepare, maintain, and update a 3 week look ahead schedule and issue to the contractor and to the City weekly.
- **Task 2e – Coordination:** The construction manager shall be the City’s representative to assure contractor coordination with the design team, utility companies, other agencies, and City personnel.

As part of this task, the construction manager shall review and track all submittals by the contractor. At a minimum, the tracking log shall be prepared to document: The date the submittal was delivered; who the submittal was transmitted to for comment/approval; and when



the submittal was returned with comment or approval.

- **Task 2f – Review Contractor Payment and Contract Change Order Requests:** The construction manager shall review all contractor payment requests and reconcile item quantities with field measurements. Once the reconciliation is complete and the contractor agrees the construction manager shall provide a written recommendation to the City for payment. The construction manager's recommendation process shall take no longer than one (1) work week. If the contractor's payment request is in error, the construction manager shall reject the request in writing stating the reason for rejection.

The construction manager shall review all contractor contract change order requests to confirm it is a valid request not covered by the plans and specifications. The construction manager shall also forward all requests to the design engineer for their input to the requests validity and cost. If the request is valid and a reasonable cost established the construction manager shall forward the change order request to the City recommending approval.

- **Task 2g – Review on Contract Claims:** The construction manager shall be responsible in working with the contractor and resolving any issues prior to claims. The construction manager shall assist with City personnel in recommending the best solution to resolve disputed claims. Resolution of disputed claims shall be approved by the City Engineer or its designee.
- **Task 2h – Final Walk Through and "Punch-List":** The construction manager shall arrange for a final walk-through inspection with the contractor and prepare a "punch-list" of items needed to be addressed to complete the work.
- **Task 2i – "As-Built" Plans:** The construction manager shall maintain a set of "as-built" plans. These plans shall be submitted to the City once the project is completed.
- **Task 2j – Public Outreach:** The construction manager shall be responsible to keep the adjacent residents and property owners apprised of the progress of the construction. This task may include but is not limited to the: Distributing City approved flyers to the properties along the project route describing the proposed work and assuring the contractor informs residents/businesses of localized work that may impact their property; and responding to complaints.
- **Task 2k – Survey** – The selected consultant shall monitor all activities related to the contractor's survey work including, but not limited to verification of field work, survey records, monumentation, etc. as required/needed for this project.

**Task 3 – Construction Inspection and Reporting:** The selected consultant shall provide experienced construction observation/inspection as required to assure compliance with the plans and specifications as needed/during all times the contractor is working, and such work requires inspection. Construction inspector shall have the full knowledge in the day-to-day operations and activities, coordination of all construction methods required for construction of the improvements included in the Gardena Community



Aquatic and Senior Center Plans and Specifications. It is anticipated/expected most of the work will occur during the day. The consultant shall report the daily progress of the work on forms approved by the City, produced by the consultant documenting the same information. The consultant shall document all personnel and equipment used for the day. The construction inspector's report will need to incorporate photos including before, during and after construction. The format of the inspector's daily report will need to be approved by the City. Copies of these completed forms shall be submitted to the City on a weekly basis.

**Task 4 – Labor Compliance:** The selected consultant shall enforce the contractor's submittal of monthly certified payroll from both the prime contractor and all subcontractors. The consultant shall review the payroll to confirm the contractor is meeting contract and project requirements. The prime contractor shall be responsible to assure corrections of any payroll that does not meet contract or State requirements including making additional payments to employees, if necessary. All correspondence and corrections with and by the contractor shall be documented and forwarded to the City. Consultant will need to inform the City as soon as the consultant discovers the discrepancies or labor compliance violations. The consultant shall submit a monthly labor compliance report to the City. The report shall include certified payroll, correspondence corrections and consultant letter certifying the review and labor compliance in accordance to the State regulations.

**Task 5 – Geotechnical and Materials Testing:** The selected consultant shall provide geotechnical and materials testing to assure the contractor's construction methods and materials meet the requirements of the plans and specifications.

#### **RFP SUBMITTAL REQUIREMENTS**

The City requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP. The proposal shall be signed by someone authorized by the proposer to execute a contract between the City and proposer. Proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope to fully address the project issues and deliver the completed improvements:

1. **Cover Letter** – Maximum one (1) page cover letter signed by an officer of the firm, binding the proposer to all of the commitments made in the submittal. The letter shall include, name, address and phone number of the person authorized to represent the proposer.
2. **Methodology, Project Understanding, and Scope of Work** – Maximum five (5) page description which enables the City of Gardena to assess the proposer's experience and capability to perform the services as outlined in the Scope of Work in a structured and efficient fashion. Details with specific task descriptions to demonstrate that the proper has considered all aspects of the project and that the proper will cover them thoroughly. A list of the City's responsibilities, if any, shall be included.
3. **Personnel Qualifications/Experience** – Maximum four (4) page summary of the relevant experience, work history, training, education and special certifications of the proposer's personnel who will be performing the professional services contemplated under this RFP on the



proposer's behalf. Briefly discuss the Consultant team's qualifications and experience with projects of a similar magnitude and nature. Proposers shall provide identical information for all sub-consultant's performing any of the tasks or services contemplated under this RFP on the proposer's behalf. Indicate whether your firm is a corporation, joint venture, partnership or sole proprietorship or a DBE. Indicate the name(s) of the owner(s) of your firm and number of years in business. An organization chart identifying the proposed team members shall also be included. Resumes of the individual(s) and sub-consultants assigned to the project shall be provided as an attachment to the proposal.

The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include proposer's overall experience, experience with similar projects and the experience of individuals on the proposed team. Show how the proposer's experience relates to the demands of this project.

4. **Quality Assurance/Quality Control Procedures** - Maximum one (1) page brief description of the consultant's approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC control review, etc.).
5. **Representative Project Descriptions and Client Reference** – Maximum five (5) page to provide up to five examples of similar projects, including a respective brief description of proposer's role(s) and responsibilities for each within the last five years. Additionally, each example shall include the client's contact name and telephone number. Phone number shall be current, or the proposer will not receive credit for the reference.
6. **Comments Regarding Contract (if any)** – Submit comments, if any, to any clause(s) in the agreement that proposer objects to. Ensure that insurance and contract agreements can be met.
7. **Hourly Breakdown by Task** – The proposal shall provide a table that identifies each subtask and the number of hours assigned to each team member for this task. This provides the City with information on the consultant's understanding of the level of effort needed for the project. The consultant will not be held to the allocation of hours by subtask as the project moves forward but, will be held to the not to exceed amount identified in the cost estimate of consulting fee.
8. **Schedule Control** – Time is of the essence. It is critical the proposer describe methods that can be used to keep the construction on schedule within maximum of two (2) pages. The proposer shall illustrate methods they have used to assist a contractor to meet their proposed schedule. Discuss previous projects where the consultant was able to avert a potential delay by implementing project management techniques.
9. **Cost Estimates of Consulting Fee** – Each proposal shall include project specific fees. The costs are to be broken down by tasks and subtasks listed in the Scope of Work and shall indicate the proposed level of effort by staff, sub-consultants, and other overhead costs. A fee schedule



outlining hourly rates of the staff levels shall also be included. Consultant estimates shall be placed in a separate sealed envelope.

- 10. As applicable,** submit a list of lawsuits filed within the past (5) five years against the firm's Professional Liability Insurance policy (errors and omissions), if any. Accompanying each list shall be a declaration by a principal of the firm indicating careful review of such lists and adding appropriate information concerning the status or disposition of the lawsuits or claims. This information may be submitted separately and confidentially if so desired.

## **QUALIFICATIONS**

The City intends to select the most qualified consultant available for this assignment that demonstrates a thorough understanding of the City's needs and the ability to deliver the project in a reasonable timeframe and for a reasonable fee. It is imperative the Consultant's proposal fully addresses all aspects of the RFP. The proposal must clearly articulate the Consultant's understanding of the project and the City's specific requirements.

The City intends to rank the consultants based on the following factors (not necessarily listed in the order of importance):

- Expertise, Experience & Training Plus Prior Contracting History (50%) – The expertise, experience and training of the proposer and its key personnel, previous and recent experience with similar work/similar fields and qualifications on Senior and/or Aquatic Improvement Projects and depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer's prior contracting history, including the review of the proposer's certifications relating to false claims, debarment and civil litigation.
- Project Approach (30%) – The proposer's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule Control (10%) – Proposal for completing the project in a timely manner, inclusive of the proposer's ability to identify critical paths for the timely and competent completion of all work contemplated by the Project and documented previous similar project experience where projects were completed on or ahead of schedule.
- Compliance with RFP (10%) – The ability of the proposer to comply with all instructions set forth under this RFP as well as the proposer's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

The City will check the references of the top-ranked consultants for such things as record in accomplishing work in a timely manner for similar projects within budget, quality of work completed for the City or other public agencies, ability to work with City staff and the public, as well as any outstanding litigation.

The City shall negotiate an agreement with the most qualified consultant. If negotiations with such consultant are unsuccessful, the City will negotiate with the second most qualified firm. The selection



process will be complete once a contract is executed. When the City has reached an agreement with a consultant, all firms submitting a proposal will be notified of the results in writing.

Per City policy, the determination of the most qualified consultant shall be on the basis of demonstrated competence and qualifications for the type of services required. The fee proposal will remain confidential in the initial selection process and will not be used as the sole determining factor in consultant selection, but will be one determining factor if more than one firm is deemed qualified to perform the work required on the project.

**The evaluation panel may, if it deems necessary, select certain proposers for oral interviews and/or presentations. Interviews apply only to the top finalist(s), as determined by the evaluation panel. The oral interviews will allow finalists to demonstrate their understanding of the project objectives and to articulate their capability to meet or exceed the requirements of this RFP.**

### **GENERAL TERMS & CONDITIONS**

By submitting a Proposal, the Consultant represents that they have thoroughly examined and become familiar with the requirements of this RFP and can perform quality work to achieve the objectives of the City.

**The City reserves the right to withdraw the RFP at any time without prior notice. The City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City reserves the right to extend the deadline for Proposals, postpone reviewing the Proposals for its own convenience, reject any and all Proposals without indicating any reasons for such rejection(s), and negotiate with any qualified consultant. The City does not guarantee successful firms will be provided any projects.**

The successful consultant(s) and sub-consultants are required to obtain and maintain a City of Gardena business license and insurance. The license and insurance shall be maintained for the duration of the Agreement. A current business license is not a prerequisite for submittal of the proposal.

The City is not liable for any costs incurred by the Proposers before entering into a formal agreement. Costs for developing the Proposal or any other such expenses incurred by the Proposer in responding to this RFP and entirely the responsibility of the Proposer and shall not be reimbursed by the City.

The City is not responsible for Proposals which are delinquent, lost, incorrectly marked, sent to the wrong address, or sent by mail or courier service and not signed for by the City.

### **AGREEMENT & INSURANCE**

The City's Standard Consultant Services Agreement is included in Attachment A. The Consultant will be expected to enter into the Agreement without substantive changes. Any changes will require approval by the City Attorney.

The City's standard insurance requirements is included as part of the Standard Consultant Services Agreement included in Attachment A.



**ATTACHMENTS**

Attachment A – Standard Consultant Services Agreement

Attachment B – 75% Construction Document Plans

Attachment C – Conceptual Rendering



## **ATTCHAMENT A**

### **Standard Consultant Services Agreement**

(Download available at <https://cityofgarden.org/public-contracts/>)



## **ATTCHAMENT B**

### **75% Completed Construction Document Plans**

(Download available at <https://cityofgardenia.org/public-contracts/>)



## **ATTCHAMENT C**

### **Conceptual Renderings**

(Download available at <https://cityofgardena.org/public-contracts/>)





**DEPARTMENT of PUBLIC WORKS**

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

**REQUEST FOR PROPOSAL**

**CONSTRUCTION MANAGEMENT AND INSPECTION (CMI) SERVICES FOR  
THE GARDENA COMMUNITY AQUATIC AND SENIOR CENTER PROJECT, (JN 978)**

**ADDENDUM NO. 1**

TO: ALL RFP HOLDERS

ADDENDUM NO. 1, AS DESCRIBED BELOW, IS FOR USE OF FIRMS/COMPANIES SUBMITTING PROPOSALS FOR THIS PROJECT RFP. ALL PROPOSERS SHALL INDICATE ON THE BID PROPOSAL THAT THEY HAVE RECEIVED THIS ADDENDUM NO. 1

**REVISIONS/CLARIFICATIONS TO THE REQUEST FOR PROPOSAL:**

1. The construction period is estimated to start in Spring 2023 and to be completed by Jun 2024 as specified in the RFP. Assume that the construction period and the project close out to take 15 months, however all CMI services to be billed hourly based on Not to Exceed proposed total amount. The Contract Change Order will be considered if the project scope expands or goes beyond 15 months.
2. A Registered Civil Engineer as the lead Construction Manager will not be mandatory, however shall be a Certified Construction Manager from the Construction Management Association of America (CMAA) or equivalent at minimum.
3. The CMI consultant shall provide day-to-day inspection services, however the formal authority and the final inspections are to be conducted by the City of Gardena Community Development Department and the L.A. County Health Department.

Additionally, any special/deputy inspections are to be provided by the Contractor per City direction, however soil and material testing services shall be provided by the CMI consultant. The CMI consultant shall allocate a separate allowance amount for as-needed soil and material testing and inspection services and City will consider a change order if additional hours are necessary.

**END OF ADDENDUM NO. 1**

TASHA CERDA, Mayor / PAULETTE C. FRANCIS, Mayor Pro Tem  
MARK E. HENDERSON, Councilmember / RODNEY G. TANAKA, Councilmember / WANDA LOVE, Councilmember  
MINA SEMENZA, City Clerk / GUY MATO, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney



# **EXHIBIT B -**

**GRIFFIN STRUCTURES' PROPOSAL & FEES  
FOR  
CMI SERVICES FOR THE GARDENA COMMUNITY AQUATIC &  
SENIOR CENTER PROJECT, JN 978**





NOVEMBER 14, 2022

CITY OF GARDENA

Construction Management & Inspection Services for the  
Gardena Community Aquatic & Senior Center Project

JN 978











November 14, 2022

City of Gardena  
Kevin Kwak, Assistant Director of Public Works / City Engineer  
1717 W. 162nd Street, Gardena, CA 90247-3778

RE: Proposal for Construction Management & Inspection Services for the Gardena Community Aquatic & Senior Center Project

Dear Mr. Kwak & Evaluation Team,

As Griffin Structures celebrates 41 years of providing award-winning Program and Construction Management (PMCM) services, we are pleased to submit our proposal to the City of Gardena for the Community Aquatic & Senior Center. As you will discover within our proposal, we are uniquely qualified to deliver this project given our extensive community, senior, and aquatic center portfolio, local experience, demonstrated past and successful collaborations with RJM Design Group, deep public sector roots, and demonstrated team of aquatics and community facilities project experts.

#### **INNOVATIONS + STRATEGIC CONSIDERATIONS**

Within section 7 of our proposal, we have included, not only innovative approaches to achieve successful completion for this project, but critical considerations pertaining to aquatic facility improvements and proactive scheduling strategies. At Griffin Structures, it is our pledge to provide Excellence in Project Delivery. A testament to this core principle includes our completion of a variety of community, senior and aquatic centers, delivered both on-and-under budget and schedule, including the APWA national award-winning Newport Beach Marina Park Community & Sailing Center, and several additional high-profile projects.

#### **TEAM OF COMMUNITY + SENIOR + AQUATICS EXPERTS**

Our team will be led by Tim Shaw, Construction Manager for the Marguerite Aquatics Complex, Vista Hermosa Aquatic Center & Sports Park, and several additional community and aquatic center projects. Formally trained in landscape architecture with over 20 years providing Construction Management and Inspection for public projects, Tim will be supported by our seasoned leadership team, who have led the completion over 30+ community and senior centers in California, including the \$52M Santa Clarita Canyon Country Community Center, Laguna Beach Community & Susi-Q Senior Center, Huntington Beach Senior Center, and countless additional, nationally recognized projects. Additionally, we have direct experience with the City's selected design consultant, RJM Design Group, having delivered the Marguerite Aquatics Complex, as well as the \$52M Lake Forest Sports Park & Recreation Center, and \$20M Esencia Sports Park.

We have also partnered with Ninyo & Moore to provide Geotechnical & Materials Testing and The Solis Group to provide Labor Compliance Monitoring, as well as offer the supportive resources of Circlepoint for enhanced Community Outreach Services, and Bill Carr Surveys for Surveying Quality Assurance, should the City wish to utilize their services as well.

#### **EXCELLENCE IN PROJECT DELIVERY**

Griffin Structures takes great pride in providing both competitive pricing and highly qualified personnel and goes to great measures to ask, "What is our true value-added proposition to the City of Gardena?". The answer to this question is our people. We bring a higher caliber of Program and Construction Manager to our clients - one that is trained as an architect and builder but thinks like an owner. Our people offer creative delivery options, solutions-based recommendations, and a true perspective of ownership that our competitors do not possess. For this reason, we can provide a single point-of-contact that can deliver enhanced services at a competitive rate. This is our differentiator, and the meaning behind the Griffin Structures pledge to provide excellence in project delivery. We hereby acknowledge the receipt of all addenda.

We look forward to serving you,

Jon Hughes, Principal-In-Charge & Executive Vice President of Operations  
P: (949) 444-1615 | E: [jhughes@griffinstructures.com](mailto:jhughes@griffinstructures.com)



# TABLE OF CONTENTS

1. Methodology, Project Understanding & Scope of Work	1
2. Personnel Qualifications / Experience	5
3. Quality Assurance / Quality Control Procedures	9
4. Representative Project Descriptions & Client Reference	10
5. Comments Regarding Contract	15
6. Hourly Breakdown by Task	16
7. Schedule Control & Additional Innovations	18
8. Appendix	20

CONFIDENTIAL

California Civil Code § 3426.1 (d); California Evidence Code section 1040 and 1060; California Government Code section 6254(k); Freedom of Information Act, 5 U.S.C. § 552(b)(4)

DO NOT RELEASE WITHOUT GRIFFIN STRUCTURES' CONSENT & REDACTIONS

## WHY GRIFFIN STRUCTURES?

✓

Vast community & senior center experience, including the recently delivered \$52M Santa Clarita Canyon Country Community Center.

✓

Team of aquatics experts, including aquatic facility renovations & nationally recognized olympic training sites.

✓

Prior & demonstrated aquatics & community center experience with RJM Design Group.

✓

40 years of Southern CA public works Construction Management & Inspection experience.

✓

Extensive experience with Prop 68 fund allocation, management & reporting.

✓

Trained as builders but think like owners, offering thorough technical review & daily project oversight.



PIEDMONT AQUATIC  
CENTER  
\$25,000,000 | 22,000 SF  
Aquatic Center; Community Facilities

# Methodology, Project Understanding & Scope of Work









# Methodology, Project Understanding & Scope of Work

## PROJECT UNDERSTANDING

We understand the importance the Gardena Community Aquatic and Senior Center project has for the City and the community, especially due to the fact that the current facility has been in disrepair for some time, and shuttered since 2019. In response to this challenge, the City has embarked on an ambitious plan to renovate the facility and expand it into neighboring properties to allow for a larger facility that can deliver an expanded program to the community.

This new facility will include a new 12,000 SF community complex that will include a Senior Center with a conference room, restrooms, reception lobby, offices, breakroom, storage and kitchen. Additionally, the facility will include an Aquatic Center with a ticket window, locker rooms, and family restroom. The new facility will also expand the pool from 6 lanes to 8 and provide all new site amenities including shade structures, diving board, pool and equipment room, an outdoor exercise station, picnic tables, barbecues and a lawn.

Griffin Structures is very familiar with renovating aged Aquatic Centers, as evidenced by our experience managing the City of Mission Viejo's Marguerite Aquatics Complex, Rengstorff Pool for the City of Mountain View, and the Roberts Pool Renovation for the East Bay Regional Parks District. In each of these cases we have successfully managed, or are currently managing the renovation of an existing aged facility that presents unique challenges related to tight site conditions, unforeseen conditions, neighborhood relations, unique aquatic design challenges, and environmental concerns. In each case we have developed solutions to deliver these projects on time and on budget, and we will bring those solution to the City of Gardena on this ambitious project.





## METHODOLOGY & SCOPE OF WORK

Griffin Structures approaches each project with the perspective of an Owner and the insight of a Contractor. Based on our unique blend of experience as both public agency construction managers and at-risk fee developers, Griffin has the unique ability to provide enhanced services to its clients. Like an Owner, we approach every project with the perspective that it is our money, our schedule, and our facility that is being developed. Like a Contractor, we have the extensive field experience to understand the mindset of a Contractor, the often-hidden decision-making process, and an in-depth understanding of the technical issues faced by a Contractor. With these two key components, Griffin Structures provides construction management services to ensure a successful project of the highest quality. Specifically, regarding the critical aspects of this project, Griffin will employ the following approach.

1. Initial Assessment: Griffin Structures begins every project with a comprehensive Initial Assessment. This assessment provides the City with a fresh perspective on all aspects of the project and allows Griffin to assess the priorities for executing our services strategically. This assessment seeks to establishing the project schedule and project budget.

2. Identify Project Objectives: Once this initial assessment and resolution effort are achieved, Griffin will then move toward establishing a standard protocol for the project team as a whole.. Specifically, we will establish communication channels and policies, oversee document strategies, specifically how the information will be communicated to the field, identify key challenges to the project, establish and formalize action items for respective team members, identify and reinforce key project objectives. With this two-part approach, Griffin will effectively execute a comprehensive project assessment that will serve as the guiding principles for the project moving forward. From there, will then provide the following tasks as listed in the RFP

### Task 1: Meetings

At Griffin we have a robust approach to managing meetings. We recognize that all construction projects succeed or fail based on the efficiency of communication among project team members, and that clear and comprehensive meeting agendas and minutes are key to that effort. In this way we will schedule, and host both a pre-construction meeting with the Contractor and project team, as well as schedule and host all weekly progress meetings. At minimum, these meetings will address the following; safety, 4 week look ahead, change order status, weekly statement of working days, submittal status, RFI status, public outreach concerns, old business, new business, utility coordination if any, SWPPP, field reports, and corrective measures.

Key to the success of both the pre-construction meeting and the regular weekly meetings will be close coordination with the City, which often takes the form of a separate preliminary meeting with just the owner to touch on any issues that are likely to arise and to ensure we are aligned with the City's expectations.

### Task 2: Construction Management

We take great pride in our unique approach to construction management, and have a robust construction management protocol that is exhaustive and under continual improvement. This approach will be manifested in each of the scope items listed in the RFP, and more. Specifically, we will employ the following methodology.

#### Constructability Review

Griffin will perform a comprehensive constructability review, in Bluebeam format, and will review the comments with the design team to achieve clear and concise construction documents. This review will evaluate site staging, phasing, interconnectedness of trades, utilities, consistency between plans and specifications, Special Provisions and their relation to the Division 01 specifications, clash detection, points of connection, and general clarity of the drawings for biddability and constructability.



### Daily Construction Inspections

Our construction managers perform field walks of the site multiple times per day. These inspections will include, SWPPP, safety, installations underway, material deliveries, field challenges, equipment count, manpower, weather conditions, and any issues that may be occurring on the project. This will result in a daily report that will be filed with the Contractor's daily report on a weekly basis.

### Construction Schedule

After issuing the Notice to Proceed, we will proactively engage with the Contractor, including the proposed scheduler, in a Pre-construction Scheduling Conference to discuss the development of the baseline schedule. At the conference, we will review the construction schedule specifications, discuss any coordination requirements, clarify any questions for the schedule development, and review and discuss the methodology for the schedule and sequence of construction.

During the construction phase, we will review and evaluate the baseline for conformance to specifications and ensure they identify the full scope of work and all specification requirements. We will review the narrative describing how the schedule was developed, WBS, activity durations, logic and sequencing of work, and all challenges to scheduling the work. The schedule review will include all tasks required with appropriate activities, durations, and sequencing (i.e., predecessor/successor logic) for mobilization, critical submittals, procurement and delivery, construction and field activities, testing, inspection, commissioning, certification, start-up, and close-out activities.

### 3-Week Look-Ahead Schedule

At each progress meeting, the Contractor will be required to produce and present a 3 week look ahead schedule which will break down the tasks listed in the baseline schedule in more detail. During that review, we will evaluate the progress in the field compared to the progress in the schedule and alert the team if shortcomings arise.

### Coordination

Griffin will function as the primary coordinator for the project as it relates to outside agencies, staff, and project team members. To coordinate and document this effort Griffin uses our cloud based document call "Submittal Exchange". By utilizing this cloud based format, Griffin Structures is able to establish a single document portal that saves and manages all project documents including submittals, RFIs, daily reports, change orders, plan changes, photographs, and any other project related data.. Utilizing this cloud based system as a single source of document control provides clear and consistent communication to the field, ensures comprehensive document coordination, protects against claims, accelerates the construction schedule by streamlining communications, and ultimately saves the entire project significant costs by eliminating printing and shipping, and improves efficiency. For further information on Submittal Exchange see: <http://www2.submittalexchange.com/public>

### Contractor Invoices & Change Orders

Griffin is keenly aware of the importance of maintaining financial controls over the invoicing process. Accordingly, we will establish a methodical approach to reviewing invoices specifically by establishing a very detailed Schedule of Values, review all invoices for consistency with improvements installed in the field, investigate the Contractors payment policies to subcontractors to avoid issues of non-payment, evaluate subcontractor performance to anticipate potential bankruptcies of subcontractors who are not adequately solvent to perform on the job.

Construction projects are inherently iterative operations. With multiple efforts, and coordination of tasks and efforts underway concurrently, managing the discovery and correct identification of changes is particularly challenging. To that end, we go to great lengths to manage a process that does not lend itself to changes, by managing the submittal and RFI process carefully. Nonetheless, when a legitimate change occurs, we will review and address all possible changes in work to confirm there is merit, there is back up to the charges, proper mark up's are used, and that the hours and rates for labor are consistent with contract requirements.



### Contract Claims

Claims are to be avoided at all costs, which means all change orders and field issues need to be managed expeditiously to avoid the making of a claim. That being said, when a claim arises, we strive to establish clarity of the issue, clear documentation, fair review of issues, and recommendations to the City for resolution. Thankfully, we rarely find claims on our projects, and when they do arise, they are often resolved quickly.

### Final Walk Through & Punch List

Griffin will host a final walk through and oversee the production of a punch list which will be attached to the notice of substantial completion. We will then work with the City and the contractor to arrange for the correction of the remaining items in a manner that minimizes disruption to the facility if operational.

### As-Built Plans

Griffin will collect all As-Built plans continuously throughout the project to ensure all changes and/or elements installed by means and methods are properly accounted for. We then recommend having these as-builts converted into a final As Built plan set by the Architect of Record.

### Public Outreach

At Griffin we feel strongly that a project is only as successful as it is perceived as successful by the public. To this end we use multiple tools for maintaining a positive public opinion including, establishing a 24 hour hotline, monthly community flyers, neighborhood tours, and content for City staff to upload to any website or communication portal.

Additionally, should the City wish to enhance these services, we have included Circlepoint as an ADD ALTERNATE. Circlepoint is a leader in public sector communications, and we would be happy to discuss any enhancements the City may need.

### Survey

Typically, we will enforce survey staking requirements by requesting the Contractor provide all stake reports and then performing periodic inspections and measurements in the field. However, in this case we have included Bill Carr Survey as an ADD ALTERNATE to perform peer review surveying of key elements in the field.

### Task 3: Construction Inspection and Testing

Griffin will coordinate all special inspections and testing in close collaboration with the Contractor. This will include those being performed by our subconsultant Ninyo & More, as well as those under contract directly with the City. We will also work closely with the City's building department to ensure all inspections are scheduled and performed appropriately.

### Task 4: Labor Compliance

For Labor Compliance we have teamed with the Solis Group who is a leader in this industry and has a wealth of experience performing labor compliance. Accordingly, they will oversee payment of prevailing wages, fringe Benefit Statement submittal, use of apprenticeships, required submittals (Certified Payroll Records and related documents, apprenticeship program participation forms (DAS-140 and CAC-2), and all other state labor requirements.

### Task 5: Geotechnical & Materials Testing

Griffin has teamed with Ninyo and Moore to provide geotechnical inspections and materials testing. Ninyo will evaluate subgrade conditions, footing bottoms, pre-saturation conditions, and perform the required break tests for all concrete pours. We will go to great lengths to coordinate our scope on concert with the City's special inspections firm to assure there is no overlap of scope.



NEWPORT BEACH MARINA  
PARK COMMUNITY &  
SAILING CENTER

\$36,000,000 | 24,000 SF

Community Facilities; Delivered Under  
Budget & Ahead of Schedule; APWA  
National Project of the Year

Personnel  
Qualifications /  
Experience









THE PROJECT TEAM WILL BE MANAGED BY:

Our team will be comprised of the following individuals:

Jon Hughes, Principal-In-Charge, and Robert Godfrey, Project Executive, providing oversight to;

Tim Shaw, Construction Manager, with vast aquatics and community facilities experience. Tim has also worked with RJM Design Group for the Marguerite Aquatics Complex and is a registered landscape architect with over 22 years of Southern California public works construction experience. Tim will be supported by;

Ninyo & Moore, to provide Geotechnical & Materials Testing services

The Solis Group, to provide Labor Compliance Monitoring services

Circlepoint to provide enhanced Community Outreach

Bill Carr Surveys, to provide Surveying Quality Assurance services

ORGANIZATION TYPE

Griffin Structures is a California S-Corporation

LEADERSHIP

Griffin Structures leadership team is comprised of:

Chief Executive Officer, Roger Torriero

Chief Operations / Financial Officer, Mark Hoglund

Executive Vice President of Operations, Jon Hughes

Executive Vice Pres. of Project Development, Kelly Boyle

Vice President, Dustin Alamo

YEARS IN BUSINESS

41

**CITY OF GARDENA**  
INCORPORATED 1930

**Jon Hughes**  
CCM, DBIA  
Principal-In-Charge

**Robert Godfrey**  
CCM  
Project Executive

**Tim Shaw**  
RLA  
Construction Manager

**PROJECT SUPPORT**

**Bill Carr Surveys**  
Surveying Quality Assurance

**Ninyo & Moore**  
Geotechnical & Materials Testing

**Circlepoint**  
Outreach Specialist

**The Solis Group**  
Labor Compliance Monitoring

\* Subconsultant resumes can be found in the appendix





## Jon Hughes

CCM, DBIA

Principal-In-Charge

### EDUCATION

Bachelor of Science, Philosophy and History,  
Westmont College

### CERTIFICATION

Certified Construction Manager (CCM)

Design Build of America Institute (DBIA)  
Associate

### AFFILIATIONS

NAVFAC and US Army Corps Construction  
Quality Management (CQM) Program

### YEARS OF EXPERIENCE

29

### YEARS WITH GRIFFIN

12 (started 2008)

### QUALIFICATIONS

Jon Hughes' career spans the region's most prestigious properties in California. His experience and skills with program and construction management tools and processes have enabled him to deliver winning results on every project. Jon's resume highlights include newly constructed, expanded, and renovated parks, trails, and significant open space projects. Jon's construction management experience includes pre-construction services, bid review, contract negotiations, safety protocols, site evaluation, quality control, budgetary controls, change order review, supply chain management, schedule review and enforcement, site staging, off-sites and grading, inter-contractor coordination, punch list, and turnover.

### REPRESENTATIVE EXPERIENCE

Laguna Beach Susi-Q Senior Center, CA

Huntington Beach Senior Center, CA

Mountain View Rengstorff Park Aquatic Center, CA

Piedmont Aquatic Center, CA

San Bruno Recreation & Aquatics Center, CA

Great Park Ice & FivePoint Arena, Irvine, CA

Newport Beach Marina Park Community & Sailing Center, CA

East Bay Regional Parks District, Aquatic Center, Oakland, CA

Marguerite Aquatics Complex, Mission Viejo, CA **\*RJM Project**

Burlingame Community Center & Washington Park, CA

Santa Clarita Canyon Country Community Center, CA

Yorba Linda Library & Cultural Arts Center, CA

Salinas Hebborn Family Center, CA

Rancho Palos Verdes, Ladera Linda Community Center & Park, CA

Quail Hill Community Center, CA

Carlsbad Pine Avenue Community Center & Gardens, CA

Fullerton Multigenerational Community Center, CA

Vernola Park Expansion & Community Center, Jurupa Valley, CA

El Gabilan Branch Library, Salinas, CA

Skyview Event Ctr, Jurupa Valley, CA **\*RJM Project**

Santa Cruz Downtown Library, Housing, Mixed-Use Project, CA

Half Moon Bay Library, CA

County of Los Angeles, Quartz Hill Library, CA

Esencia Sports Park, Rancho Mission Viejo, CA **\*RJM Project**

Yorba Linda Adventure Playground, CA **\*RJM Project**





Robert Godfrey  
CCM  
Project Executive

EDUCATION

Bachelor of Science, Management, The Georgia Institute of Technology, Atlanta

CERTIFICATIONS

Certified Construction Manager (CCM)

AFFILIATIONS

Construction Management Association of America, Member

YEARS OF EXPERIENCE

21

QUALIFICATIONS

Robert Godfrey brings more than 16 years of combined experience in construction management and planning. As a construction manager, he has been involved during all phases of development and construction. His responsibilities as a project/construction manager have entailed pre-construction services, public and stakeholder outreach, managing entitlement and plan check processes, obtaining building permits and coordinating inspections, and generating punch lists and overseeing project closeout. Robert has a proven record of project management involving effective communication with design team members, coordinating consultants, vendors and contractors - all to assure the client's goals and objectives are achieved.

REPRESENTATIVE EXPERIENCE:

- Rancho Palos Verdes, Ladera Linda Community Center & Park
- Santa Clarita Canyon Country Community Center, CA
- Vernola Park Expansion & Community Center, Jurupa Valley, CA
- Rancho Palos Verdes Civic Center (Community Center, Plaza, EOC/ Maintenance Yard, Sheriff Substation, Council Chambers), CA
- Quail Hill Community Center, Irvine, CA
- Lawndale Community Center, CA
- Skyview Event Ctr, Jurupa Valley, CA \*RJM Project
- Rancho Cucamonga Sports Center, CA
- South Gate Urban Orchard, CA
- LANLT, Wishing Tree Park
- Heal the Bay Inell Woods Park, Los Angeles, CA
- Trust for Public Land (TPL), Proposition 84 Funded Park Program & Green Alleys, Various Locations, Los Angeles, CA
  - Rudolph Park, Lawndale, CA
  - Carlton Way Pocket Park, Hollywood, CA
  - Maywood Avenue Park, Los Angeles, CA
  - Monitor Avenue Park, Los Angeles, CA
  - Patton St. Pocket Park & Garden, Echo Park, CA
  - Bicentennial Park, Hawthorne, CA
  - Avalon Green Alleys, Los Angeles, CA
  - Madison Park, Los Angeles, CA
  - South Victoria Park, Los Angeles, CA
  - Zamora Park, El Monte, CA
  - Multiple Green Alleys, Los Angeles, CA





Tim Shaw  
RLA  
Construction Manager

EDUCATION

Master of Landscape Architecture, Ball State University  
  
Bachelor of Science, Geography/ Geology Minor, Indiana State University

CERTIFICATION

Registered Landscape Architect, RLA #5075  
  
Certified Pool Operation Course & Certificate

AFFILIATIONS

San Clemente Beaches, Parks & Recreation Commission  
  
Orange County Regional Recreational Trail Advisory Committee

YEARS OF EXPERIENCE

22

QUALIFICATIONS

Timothy Shaw is an accomplished program and construction manager as well as a registered landscape architect. His specialized expertise encompasses professional design and technical oversight for the management of public park and recreation lands and facilities. As program and construction manager, he ensures that costs remain within budget and projects are completed on schedule. Tim’s all-inclusive role includes oversight of plans and specifications for park construction projects, coordination of bidding, and monitoring the construction. Other areas of expertise include park improvement concept designs, feasibility studies, cost analysis, and securing grants for capital improvement projects.

REPRESENTATIVE EXPERIENCE

- Marguerite Aquatics Complex, Mission Viejo, CA **\*RJM Project**
- Vista Hermosa Aquatic Center & Sports Park, CA
- San Bruno Recreation & Aquatics Center, CA
- Mountain View Rengstorff Park Aquatic Center, CA
- East Bay Regional Parks District, Aquatic Center, Oakland, CA
- Aliso & Wood Canyons Wilderness Park, Laguna Niguel, CA
- Tustin Peppertree Park, CA
- San Clemente Aquatics Center & Vista, CA
- Pier Bowl Upgrades, San Clemente, CA
- San Geronio Park Renovation, San Clemente, CA
- Steed Park Renovation, San Clemente, CA
- Santa Ana River Trail Park, Southern CA
- Irvine Regional Park, CA
- Courtney’s Sandcastle Sensory Garden, San Clemente, CA
- Capistrano Villas Park & Playgrounds, San Juan Capistrano, CA
- San Clemente Beaches, New Construction & Renovations, CA
- Indianapolis Indy Park, CA



ADDITIONAL REFERENCE

City of San Bruno  
Ann Mottola  
Community Services Director  
(650) 616-7181  
amottola@sanbruno.ca.gov



SECTION NO.03

BURLINGAME  
COMMUNITY CENTER

\$52,000,000 | 37,000 SF

Community Center

Quality Assurance /  
Quality Control  
Procedures









# Quality Assurance / Quality Control Procedures

Quality Assurance and Quality Control Procedures are critical to a successful project. Griffin construction managers are inherently construction inspectors. By utilizing our keen understanding of all aspects of construction, our construction manager will perform regular inspections of all aspects of the project on a daily basis. We will review material deliveries, material types, installation methods, finished installations in comparison to contract documents, and construction code adherence.

Additionally, we will coordinate the timely execution of all specialty inspections including but limited to: geotechnical, building dept., special inspections, and materials testing, to insure the City receives the highest level of quality and consistency with the plans and specifications as well as all standards and practices.

## Photography & Technology

Griffin employs the use of multiple forms of photography and technology to enforce the quality of the construction process. Accordingly, we will perform the following:

**Record Existing Conditions:** Before a contractor begins construction, we will perform a detailed video surveillance of the entire site and the surrounding site to insure there is not any damage to the existing infrastructure, as well as mitigate against any potential future claims.

**Daily Photography:** Griffin will photograph the progress of the job on a daily basis. This will serve as a record of the project throughout the duration of the job, as well as serve as a vehicle for resolving issues.

**Bluebeam Technology:** Griffin employs the use of Bluebeam technology to facilitate in the communication of challenges in the field for their quick resolution and documentation.

## Field Observation Reports

On a weekly basis, we will employ the use of our Field Observation Report. Typically updated and presented at the weekly meeting, we will track all issues, and observations, identified by the CM as well as the project team as a whole (design team, City, operations staff etc.) and track them on this log. The log will identify the issue, the date it was observed, a photograph of the issue, and a resolution description once the item has been closed. In effect this log serves as a running punch list of all issues identified, and thereby addresses these issues in a timely manner.

Though not exhaustive, this is a basic summary of our approach to the management of this project. A more detailed description of the scope identified in the RFP is listed in the scope of work section of our response. Nonetheless, we hope we have adequately articulated our general approach to construction management.





YORBA LINDA LIBRARY &  
CULTURAL ARTS CENTER

\$52,000,000 | 59,000 SF

Community Center

# Representative Project Descriptions & Client Reference









# Marguerite Aquatics Complex

MISSION VIEJO, CA

“Griffin was instrumental in keeping the project running efficiently and should be commended for professionalism, expertise, patience, and efforts in managing the site.”

City of Mission Viejo

Griffin Structures is providing Program and Construction Management for the design and construction of a new dive tower, pool, and complete site renovation of the iconic Marguerite Aquatics Complex in Mission Viejo. The aquatics complex and the competitive programs that operate here have produced several Olympic swimmers and divers, many of which went onto to medal in their respective events.

The project consists of the complete demolition of most site elements and taking the existing pools down to their concrete shells; the demolition of an existing dive tower which by its own merits was an iconic symbol for the Nadadore’s Diving Program. A new Dive Tower, which

will be enclosed with the Mission Viejo signature stone veneer, and will have multiple platforms is a focal point for project.

Other elements being constructed include two new mechanical buildings for the Activity and Dive Pools; pre-fab, office and storage buildings; multiple shade structures; bleachers and a Grand Stand; Dry-land training pits for the dive program; and a warming pool/spa.

This project managed by Tim Shaw, also included RJM Design Group.

VALUE + SIZE  
<\$20M | 2 Acres

CLIENT + CONTACT  
Keith Rattay  
Assistant City Manager /  
Director of Public Services  
(949) 470-3018  
krattay@cityofmissionviejo.org

RELEVANCE  
Tim Shaw Project; RJM  
Design Group Project;  
Aquatic Center





# Vista Hermosa Sports Park & Aquatics Center

SAN CLEMENTE, CA

The pre-engineered metal building design for this project resulted in materials and construction labor savings of more than \$900,000.

The Vista Hermosa Sports Park and Aquatics Center features include two swimming pools and a water play area along with several ball fields, and a large children's play area.

Specific work included sewer, storm drain, gas, power, potable and recycled water lines, telephone, grading, curb and gutter, parking lots, asphalt paving, roadway widening, aquatics complex with 50-meter competition pool and 25-yard activity pool with water play feature and zero-depth entry, pool house, mechanical building, landscaping and hardscaping, 2 soccer fields, and a football / La Crosse field with synthetic turf.

VALUE + SIZE  
\$27M | 46 Acres

CLIENT + CONTACT  
City of Anaheim  
Sean Nicholas  
Principal Planner  
(714) 765-4968  
snicholas@anaheim.net

RELEVANCE  
Tim Shaw Project; Aquatic Center; Community Facilities





# Esencia Sports Park

RANCHO MISSION VIEJO, CA

The 30-acre site features amenities to support team sports as well as recreational and family activities.

Designed to fit into a tiered landscape concept, Esencia Sports Park is a 30-acre multi athletic park site in one of Rancho Mission Viejo's newest communities.

The lower park site encompasses two lighted baseball fields and one lighted softball field with supporting amenities, including covered dugouts, attached bullpens and soft toss cages, tiered concrete spectator seating, batting cages and scoreboards. A lighted multi-use soccer field with tiered concrete spectator seating and a 1,500 SF concession/ restroom building support the team sports uses.

The lower park also includes a children's tot lot and play features. The upper park site encompasses two lighted tennis courts, two lighted pickleball courts, a swimming pool with three swim lanes, splash pad, and a 1,500 SF pool building. The pool area amenities include community barbecues and fire pits as well as cabanas surrounding the pool for comfort.

This sports park was envisioned as a center for sports and family activities with connections to Esencia's network of trails.

VALUE + SIZE  
\$20M | 30 Acres

CLIENT + CONTACT  
Rancho Mission Viejo Co  
Bill Sadler, Construction Mgr  
(562) 221-9779  
bsadler@ranchomv.com

RJM Design Group  
Larry Ryan, Principal  
(949) 374-4435  
larryr@rjmdesigngroup.com

RELEVANCE  
Tim Shaw Project; Aquatic Center; Community Facilities





# Laguna Beach Community & Susi-Q Senior Center

LAGUNA BEACH, CA

This project was completed on schedule and with \$180,000 returned savings to the client.

This project began with detailed programming and planning for the Laguna Beach Senior Center, but evolved into turn-key program management for the Laguna Beach Senior Center, the City of Laguna Beach Community Center, and an associated underground common parking garage.

Flexibility is a hallmark of the Susi Q. Although each room has a primary purpose, most serve multiple functions. The multipurpose room or great room serves as a lunchroom, a large group activities room, as well a community gathering spot for as many as 100 people.

The entire project sits above a 71-space garage, which includes handicap spaces as well as room for small buses to enter and discharge passengers next to a wheelchair-accessible elevator. This lower lobby area also can be reached via a walkway from the street.

VALUE + SIZE  
\$12M | 20,500 SF

CLIENT + CONTACT  
Ken Frank. Retired City Manager  
(949) 497-1815  
lagunaken@gmail.com

RELEVANCE  
Senior / Multi-generational Community Center; Public Project





# Santa Clarita Canyon Country Community Center

SANTA CLARITA, CA

“The Griffin team helped maintain positive relationships with the project team, utilizing a strong background in inspection to delivery this fairly complex project successfully.”

City of Santa Clarita

Our team is currently providing construction management services for the development of a new 27,780 SF community center and accompanying outdoor recreational facilities on a 16.5-acre project site in the City of Santa Clarita. Phase I includes improvements to Mint Canyon Channel, from an open channel to a double reinforced concrete box with drainage improvements and an underground stormwater infiltration system. Phase II will consist of precise grading, architecture/building, and offsite improvements.

Outdoor improvements include open play areas, outdoor market/mercado, an event stage area, a basketball half-court, an events garden, shade structures, outdoor restroom building, and a perimeter trail. Indoor spaces will include a multipurpose room, gymnasium, classrooms, catering and teaching kitchen, fitness room, staff offices, reception lobby, and supporting uses such as restrooms and storage areas. The Mint Canyon Channel has been improved from an open channel to a double reinforced concrete box, drainage improvements, and underground stormwater infiltration system.

VALUE + SIZE  
\$58M | 28,000 SF

CLIENT + CONTACT  
City of Santa Clarita  
Wayne Weber  
Retired Parks Planning  
Manager  
(661) 255-4961  
wayneweber2@icloud.com

RELEVANCE  
Multi-generational  
Community Center

AWARDS  
APWA BEST Project; Peninsula  
Clean Energy Award





SECTION NO.05

LAGUNA BEACH  
COMMUNITY & SUSI-Q  
SENIOR CENTER

\$17,000,000 | 21,000 SF

Community & Senior Center

# Comments Regarding Contract









## EXCEPTIONS

We have reviewed the Agreement of Services for the City of Gardena and have included the proposed exceptions and deviations below.

- At 7, first line, delete “or exceed”
- At 11 C 3, last line, delete “return receipt requested”
- At 11 C 4, second sentence. In our role as Construction Managers, it is our understanding that this sentence wouldn’t apply to us.
- At 11 C 5 a, delete “agents” and “and volunteers”
- At 11 C 5 b, delete “be suspended or voided” and “nor the coverage or limits reduced”.
- At 11 C 5 c, delete “agents” and “and volunteers.”
- At 11 C 5 d, delete “agents” and “and volunteers.”
- At 11 D, delete the first sentence.
- At 11 E, delete “agents and volunteers.”
- At 12, delete “defend” (1st line), “agents” and “and volunteers” (2nd line), “agents” and “and volunteers” (5th line), “shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subconsultants” (7th, 8th, 9th lines), “agents” and “and volunteers” (13th line).
- At 12, delete the sentence beginning with the word “Notwithstanding” starting on the 19th deleted in its entirety and replaced with: “Consultant has no obligation to pay for any of the indemnitees’ defense related costs prior to a final determination of liability or to pay any amount that exceeds Consultant’s finally determined percentage of liability based upon the comparative fault of the Consultant.”
- At 21, first line, delete the word “warrants” and replace with “represents”.

We respectfully request, and welcome, the opportunity to review and discuss the above comments with the City and its legal counsel.

Thank you.

## LITIGATION

Griffin Structures does not have any alleged, significant prior or ongoing, contract failures, civil or criminal litigation or investigation pending which involves Griffin Structures being judged guilty or liable.

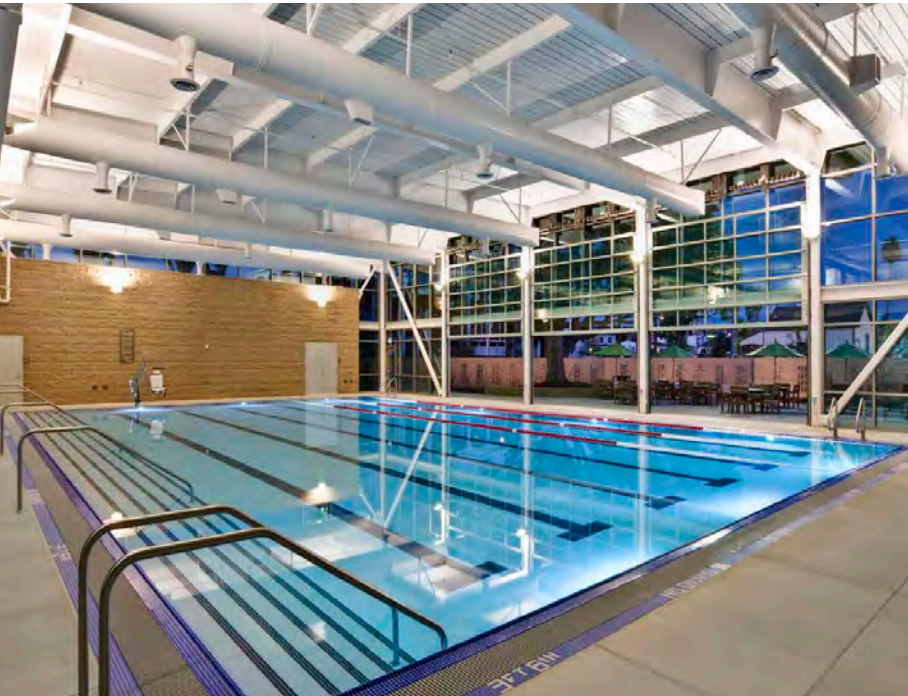


FULLERTON  
MULTIGENERATIONAL  
COMMUNITY & AQUATIC  
CENTER

\$28,000,000 | 60,000 SF

Multi-Generational Community Center;  
Aquatic Center

Hourly  
Breakdown  
by Task









# Resource Allocation Schedule

PROJECT PHASE	2023											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PRE-CONSTRUCTION												
Constructability Review												
A/E Incorporate Comments												
Contractor Bidding & Award												
CONSTRUCTION												
Construction												
Plant Establishment and Closeout												
MONTHLY STAFFING HOURS												
Principal In Charge - Jon Hughes	4	4	-	4	4	4	4	4	4	4	4	4
Project Executive - Robert Godfrey	10	10	-	10	10	10	10	10	10	10	10	10
Construction Manager - Tim Shaw	30	30	-	90	172	172	172	172	172	172	172	172

PROJECT PHASE	2024							
	JAN	FEB	MAR	APR	MAY	JUN	JUL	
CONSTRUCTION								
Construction								
Plant Establishment and Closeout								
MONTHLY STAFFING HOURS								TOTALS
Principal In Charge - Jon Hughes	4	4	4	4	4	4	-	68
Project Executive - Robert Godfrey	10	10	10	10	10	10	4	174
Construction Manager - Tim Shaw	172	172	172	172	172	172	90	2,648

## PROP 68

Griffin Structures is inherently familiar with the California State Parks, Statewide Park Grants due to a variety of our clients which utilize this crucial funding source. We understand that Proposition 68 awards a net Allocation, Enacted Appropriation, and Specific Approved Outyear Commitments, offering assistance in monitoring these grant fund expenditures allocated to the City.

## RJM DESIGN GROUP

Griffin Structures has completed several projects in coordination with RJM Design Group. Together, we have overseen the delivery of the following projects:

- Marguerite Aquatics Complex [ incl Tim Shaw, proposed CM ]
- Esencia Sports Park, Rancho Mission Viejo Company
- Sky View Event Center, Jurupa Area Recreation & Park District
- Lake Forest Sports Park & Recreation Center

## ANTICIPATED CITY INVOLVEMENT

At Griffin Structures, we truly see ourselves as an extension of staff. As such, we will take a leadership role in all project coordination and communication efforts and work closely with the City staff to do so in a consistent manner with your protocols. Nonetheless, some tasks will need to be performed by the City, specifically as it relates to items that only City staff employees can perform. These would include assistance and support from City departments, financial matters that only the City can execute, procurement processes, and staff dependent, decision-making, and final selection. In essence, Griffin Structures will lead the entire process and manage all team efforts, but we will also need the City to coordinate with us as it relates to these and other functions for which we do not have the authority or execute. And of course, the key to this success will be a single point of contact with the City to whom we will report.



SANTA CLARITA CANYON  
COUNTRY COMMUNITY  
CENTER

\$58,000,000 | 28,000 SF

Community Center; Channel  
Improvements

Schedule Control  
& Additional  
Innovations











## Schedule Control + Additional Innovations

Maintaining proper schedule controls for a project is essential, especially as it relates to complex project like this one. Griffin Structures has a wealth of experience managing schedules and coming up with solutions to maintain the schedule. To convey these strategies, we list below a series of questions which allow us to describe some of those strategies.

Given the current supply chain issues impacting the construction industry, how will the construction manage implement a strategy that mitigates potential delays due to long lead procurements?

Our Construction Manager will work closely with the successful Contractor to identify key long lead items at the very beginning of the project. This list may include, steel, design build shade structures, single ply roofing, any oil-based products (HDPE, polyethylene, PVC, mastics, etc.) and high-performance coatings, mechanical units, sheet metal, and/or rebar. All of these materials have lately demonstrated a vulnerability to supply chain issues. By identifying and prioritizing these materials this will allow the team to focus all submittals, shop drawings, and their approvals to manifest their acceleration.

How might the Construction Manager implement a strategy to expedite deferred submittals?

As in many complex projects there are deferred submittals that have a large impact on the progress of a project. Similar to long lead items, any deferred submittals will be prioritized at the beginning of the project to ensure that sufficient time is accounted for the incorporate all the stages of the process. This process will include, subcontractor engineering, subcontractor engineering and architectural coordination, architectural review acceleration, and building department review acceleration. We accomplish this goal by engaging in a cohesive communications effort that involves early engagement of all parties, including preliminary building department engagement. By taking these steps we can ensure the deferred submittal process does not derail the project and construction can continue uninterrupted.

How might the project documentation be managed in such a way that avoids delays due to issues in the field and RFIs?

The speed with which the flow of information is conveyed is key to keeping a project on schedule. Additionally, the accuracy of the information provided, and confirming it is actionable and answers the question, is key to avoiding redundant RFIs and delays in the field. Using our cloud-based document management system allows for all parties to know which items are prioritized, in whose court the current effort resides, allowing all answers to be reviewed by the Construction Manager prior to release, and ensures the answers do in fact answer the question. In addition to the ways this system facilitates schedule controls, it also mitigates change orders that arise from RFIs the result in scope increases and places the primary focus on activities in the field rather than background documentation.





### What schedule recovery solutions might the Construction Manager bring to bear to overcome delays?

The Contractor is ultimately responsible for the means and methods of their process, and the construction schedule is a direct result of that core responsibility. Nonetheless, schedule delays do occur and Griffin has become adept at implementing creative solutions to schedule issues that will aid the Contractor and the City. Some of those solutions include; reorganizing critical path tasks to occur simultaneously, reorienting the site staging areas to allow more work to occur in more areas, establishing a more rigorous field issues protocol that allows for real time answers with formal RFI documentation at a later date, and of course, enforcement of the contractual language which typically requires the Contractor produce a recovery schedule that is realistic, represents a true critical path, and achieves the schedule gains needed. We have also established some creative solutions that involve early turnover of critical areas, while other areas experiencing delays can be mitigated, the freezing of new scope requests, and the implementation of heavier labor forces should they be needed. Each of the strategies listed above will be coordinated closely with City staff and executed in a manner that does not introduce excessive costs (to all parties), while also enforcing the terms of the contract to the City's benefit.

### How might the Construction Manager's quality assurance protocol and experience mitigate potential delays?

One of the primary ways in which projects are delayed relates to the replacement of substandard work. For an Aquatics facility, given the unique nature of a pool and its equipment, it will be critical that the Construction Manager have a deep understanding of how pools and their related appurtenances are assembled. The digging of the pool, the fixing of the coping edge within 1/16" of an inch, the concrete or shotcrete installation, grounding, pool pump room, washout pit, secondary electrical systems, and adjacent landscape installations; all of these elements are interrelated and if done improperly could have a significant impact on a pool project. Griffin has the acumen to not only understand how aquatic facilities are built, but also to know when they are being built wrong. This in turn will play a major role in mitigating potential delays. By helping the Contractor avoid mistakes, ensuring the work put in place is to the exacting standards of an aquatic facility, and the ability to create a work environment where there is a team effort to maintain progress in the field, we are able to avoid delays before they occur.

### What jurisdictional concerns should the Construction Manager be aware of when building an aquatic facility?

Many aquatic facilities experience delays at the very end of the project due to jurisdictional concerns related to opening the park. The Health Department will have concerns about fencing, grades under fencing, climbable toe holds, signage, coved restroom tile, hot water, chemical balancing, and all necessary pool equipment. Similarly, the fire department will have concerns about gate signage, egress, Knox keys and key switches, occupancy signage, door hardware and automatic closers, to name a few. These have derailed project schedules in the past and having an understanding of what those requirements are will be critical maintaining the schedule, and avoid late breaking jurisdictional changes.



Appendix

MOUNTAIN VIEW  
RENGSTORFF PARK  
AQUATIC CENTER

\$23,000,000 | 8,000 SF

Aquatic Center; Community Facilities









INTRODUCTION

Griffin Structures, Inc. (Griffin) is a California corporation and a diversified Project and Construction Management (Owner's Representative) firm serving the public and private sector. We have built in excess of \$2B in public sector facilities, the scope of these projects ranging from \$1M to over \$1.5B.

A unique aspect of our firm is our unparalleled multi-generational community center, senior center, and aquatic center experience.

Our team also offers shared past collaborations, including an aquatics facility, with RJM Design Group, and vast Prop 68 knowledge to protect the City's interests from inception to completion of the project.

PRE-CONSTRUCTION SERVICES

Needs Assessment	Constructability Review
Program Management	Scheduling
Space Planning	Value Engineering
Site Selection	Total Project Budgeting
Project Budgeting	Bid Management
Design Management	

CONSTRUCTION SERVICES

Construction Mgmt	Sustainability Mgmt
Owner's Representative	Safety Management
Budget Management	RFI & CO Management
Contractor Oversight	FF&E Procure. / Coord.
Document Control	Commissioning
Quality Assurance	Closeout



WE ALSO OFFER

- + Management of multiple projects simultaneously for building programs valued in excess of \$1.5B.
- + Project stewardship and representation from “concept to keys”, offering oversight as early as pre-programming to construction completion and turnover.
- + Constructability review and recommendations, scheduling and cost controls, and keen insight into critical design and construction considerations (historical renovations, tight urban sites, relocations, active sites, etc.)
- + Robust Architect & Contractor prequalification, bidding and procurement processes to select the very best at the greatest value.
- + Direct experience with high-profile community and aquatic facilities, offering management and stewardship throughout the entire process.
- + Proactive engagement with all consultant types, from Architects, Contractors, Environmental Consultants, Labor Compliance Monitors, Inspection and Testing Agencies, Commissioning Agents, and applicable stakeholders.





## REPRESENTATIVE EXPERIENCE

### Community + Senior Centers

1. Eastvale Civic Center, Senior & Community Center *\*includes senior ctr*
2. Santa Clarita Canyon Country Community Center
3. Burlingame Community Center
4. Lake Forest Sports Park & Recreation Center
5. Yorba Linda Library & Cultural Arts Center
6. Newport Beach Marina Park Community & Sailing Center
7. Fullerton Multigenerational Community Center
8. Half Moon Bay Library
9. Huntington Beach Senior Center *\*includes senior center*
10. Salinas El Gabilan Branch Library
11. Rancho Santa Margarita Civic Center & Community Center
12. Laguna Beach Community & Susi-Q Senior Center *\*includes senior ctr*
13. Rancho Palos Verdes Ladera Linda Community Center & Park
14. Rancho Palos Verdes Civic Center & Community Center
15. Northeast Stockton Library & Community Center
16. San Dimas Community Center Expansion
17. Vernola Community Center & Park, Jurupa Valley *\*includes RJM*
18. Carlsbad Pine Avenue Community Center & Gardens
19. Lawndale Community Center
20. Salinas Hebborn Family Center Revitalization Project
21. Quail Hill Community Center, Irvine
22. San Marino Community Center
23. Cypress Community Center Renovation / Expansion
24. Delhi Community Center & Community Park, Santa Ana
25. Buena Park Community Center
26. Terra Lago Community Recreation Center, Indio
27. West Hollywood Plummer Park Community Center

### Aquatic Centers

28. East Bay Regional Park District Aquatic Center
29. Piedmont Aquatic Center
30. Mountain View Rengstorff Park Aquatic Center
31. San Bruno Rec. & Aquatics Center & Natatorium
32. Fullerton Multigenerational Community Ctr. & Natatorium
33. Castiglione del Bosco Resort & Aquatic Facilities
34. College Park Aquatic & Recreation Center
35. Crystal Cove Club & Aquatic Facilities
36. Esencia Sports Park, Recreation Center & Aquatic Facilities *\*incl's RJM*
37. Laguna Beach Community Center & Aquatic Facilities
38. Long Beach Belmont Aquatic Facilities
39. Manhattan Beach Begg Aquatic Facilities
40. Marguerite Aquatics Complex *\*includes RJM*
41. Pelican Hill Rec. Facilities & Aquatic Facilities
42. Placer Valley Sports Complex
43. Seal Beach Aquatics Center
44. Silverlakes Sports & Equestrian Park
45. Summerwind Sports Park
46. Terra Lago Community Center & Aquatic Facilities
47. Vista Hermosa Aquatic Center & Sports Park
48. Wild Rivers Water Park
49. Woodbury Recreation Center & Aquatic Facilities
50. Yorba Linda Adventure Playground & Aquatic Facilities



ADDITIONAL PROJECT REFERENCE

# East Bay Regional Parks District, Aquatic Center Replacement (Roberts Pool)

OAKLAND, CA

Originally constructed in 1954, the existing pool was in need of significant upgrades, resulting in the development of a state-of-the-art aquatic center.

The East Bay Regional Park District (District) is in need of professional services for the Roberts Pool Renovation project. Construction Management (CM) scope of services will include construction contract, contract administration, submittal review, material testing, source inspection, and project closeout.

This project will include the construction of a 5,620 SF pool with a new pool deck, a 2,515 SF pool house with changing rooms, restrooms, offices and lifeguard break room, and a 1,450 SF pump house mechanical building with pump room, storage spaces, and equipment rooms.

In addition, upgrades will need to be made for the existing septic system. Site improvements will include retaining walls, landscaping, pool lighting, ticket kiosk, and perimeter fencing. This project will also bring accessible parking and path of travel from the parking lot to the pool facilities up to current code.

The selected CM consultant will also coordinate with the City of Oakland, the Alameda County Department of Environmental Health, EBMUD, and PG&E. It is noted that plans are currently being developed by the selected Architect, and the District plans to put the project out to bid in December 2020.

VALUE + SIZE
\$7M   9,585 SF
START + END DATE
2020 - 2023
CLIENT + CONTACT
East Bay Regional Park District
Toby Perry
Project Manager
(510) 544-2317
tperry@ebparks.org





ADDITIONAL PROJECT REFERENCE

San Bruno Recreation & Aquatics Center

SAN BRUNO, CA

This project is currently in the construction phase and is scheduled for timely completion on budget and schedule.

We are currently assisting the City of San Bruno with managing the design and construction phases of the new \$49.5M Recreation & Aquatics Center project.

The development of the conceptual design included several components, which included: program alternatives, site analysis and alternatives, building alternatives, project budget and operating strategies, analysis and evaluation of identified alternatives, recommended alternative, conceptual design package and budget, and public engagement.

The new Recreation & Aquatics Center will include the following amenities: a natatorium for year-round aquatics, an outdoor pool with splash pad, a gymnasium, a fitness/wellness center, a community hall, a game room, conference rooms, and several multi-purpose classrooms.

VALUE + SIZE
\$50M   40,000 SF
START + END DATE
2021 - 2023
CLIENT + CONTACT
City of San Bruno Ann Mattola Director of Parks & Recreation (650) 763-6395 amattola@sanbruno.ca.gov
AWARDS
Projected LEED Silver







LABOR COMPLIANCE

The Solis Group (TSG), established in 1992, is a multi-disciplined consulting company providing construction program/project management support services for large-scale infrastructure programs across the United States.

In addition to educating Contractors on labor requirements and establishing parameters pertaining to the primary go-between for project stakeholders, we ensure proper effort is focused on meeting the City’s hire targets. This includes certifying workers and connecting them with the opportunities that best match their skills, as well as PLA administration, labor compliance, outreach, and M/W/SBE tracking.



The Solis Group will provide services as-needed for this project.



QUALITY ASSURANCE SURVEYING

Bill Carr Surveys, Inc. (BCS) is a Professional Land Survey Service Company providing construction surveying (Professional Measuring) services to the Southern California Construction Industry, specifically on complex development projects such as, port infrastructure construction, marine construction, high-rise construction, large residential construction, and specialty services such as drone and pile driving services.

Survey staff is able to support the construction management team to perform QA construction survey services for the duration of construction.

Bill Carr Surveys will provide services as-needed for this project.





GEOTECHNICAL + MATERIALS TESTING

Ninyo & Moore's geotechnical professionals are proficient in field instrumentation and monitoring, foundation design, liquefaction evaluation, pavement design, evaluation of retaining structures including shoring, seismic design including site-specific ground motion study, time history, spectral matching, and slope stability analyses.

Ninyo & Moore's laboratories can perform full-service testing on the following materials:

- |   |                     |
|---|---------------------|
| Soils                                     | Structural steel    |
| Aggregates                                | Reinforcing steel   |
| Bituminous materials/<br>asphalt concrete | High strength bolts |
| Masonry                                   | Roof tiles          |
| Portland cement concrete                  | Fireproofing        |

Ninyo & Moore will provide services as-needed for this project.



OUTREACH SPECIALIST

Circlepoint provides community-based planning and visioning, striving to create a network of healthier, more livable facilities and communities - planning, revitalization, and community engagement.

Tools include:

- |                                      |                           |
|--------------------------------------|---------------------------|
| Community Design Workshops           | Project Newsletter        |
| Stakeholder Meetings & Presentations | E-Blast Updates           |
| Pop-Up Events                        | Fact Sheet                |
| Youth Outreach                       | Website Content           |
| Site Tours                           | Press Releases            |
| Online Engagement                    | Internal/External Updates |
| Social Media Posts                   | Project Milestone Events  |
|                                      | Media Coordination        |
|                                      | 24-Hour Neighbor Hotline  |

Circlepoint will provide services as-needed for this project.





## JEFF CLARK, PLS SURVEYING PRINCIPAL

Years of Experience: 23

Education: Santiago Canyon College, Surveying/Mapping

Certificates/Licenses/Affiliations: CA Professional Land Surveyor 8671, California Land Surveyor Association Member, Professional Land Surveyor Organization, National Society of Professional Surveyors

Mr. Clark is responsible for the supervision of field crews for topographic, boundary, construction, and as-built surveys; preparation of office calculations and cut sheets for field crews; prepare drawings for topographic, boundary, architectural, construction, and as-builts surveys using AutoCAD; preparation and filing of records of survey and corner records with county surveyors; submit bids for public and private works and manage project budgets.

### Representative Experience:

1. California State University, Fullerton, \$50M Competition Pool, Fullerton, CA
2. Los Angeles Rams Owner / Chairman E Stanley Kroenke, Los Angeles Stadium (SoFi Stadium), Inglewood, CA
3. Port of Long Beach, Middle Harbor Terminal Redevelopment, Long Beach, CA
4. SchoolsFirst Federal Credit Union Headquarters, Tustin, CA
5. The Irvine Company, Spectrum Terrace Phase 1 & 2, Irvine, CA
6. University of Southern California, HSC Beautification Project, Los Angeles, CA



## SUSAN HARDEN, FAICP, CNU-A, LEED AP OUTREACH SPECIALIST

Years of Experience: 27

Education: Master of Environmental Planning, Arizona State University; Bachelor of Architectural & Environmental Studies, Univ. of Kansas

Certificates/Licenses: American Institute of Certified Planners; Certified Main Street Manager; Professional Certificate in Neighborhood Revitalization, NeighborWorks America; Certificate in Dialogue, Deliberation and Public Engagement; LEED Accredited Professional; Congress for the New Urbanism, CNU-A

Susan Harden has a broad background in community development, engagement, and planning. She has built her career around community-based planning and visioning, striving to create a network of healthier, more livable communities. Susan is the co-author of "Placemaking on a Budget", designed as a handbook for community members to enhance sense of place. A leader in public outreach and community engagements on behalf of public sector clients, Susan will serve to ensure stakeholder buy-in and support throughout the duration of construction.

### Representative Experience:

1. Communications & Graphic Design, Long Beach Water, Long Beach, CA
2. Cupertino Library Expansion, CA\*
3. Santa Cruz Downtown Library, Housing & Mixed-Use Project, CA\*
4. Yorba Linda Library & Cultural Arts Center, CA\*
5. Laguna Beach Village Entrance, CA\*
6. Shoreline Park Master Plan - Monarch Bay Shoreline Development Project, San Leandro, CA\*
7. North Downtown Area Neighborhood Vision Plan, Lancaster, CA

\* Griffin Structures project





**GARRETH SAIKI, PE, GE**  
**PRINCIPAL ENGINEER**

Years of Experience: 20+

Education: MBA, University of California Davis; M.S., Geotechnical Engineering, University of California Berkeley; B.S., Civil Engineering, University of California Berkeley

Certificates/Licenses/Affiliations: PE 49665; GE 2509; Nuclear Gauge Operator Certification

As a Principal Engineer for Ninyo & Moore, Mr. Saiki coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including highways, railroads, airports, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results, project plans and specifications; provides supervision and technical support to staff level engineers and geologists; performs project administration and management; and provides forensic evaluation of distressed pavement, residential and commercial structures.

**Representative Experience:**

1. Los Angeles Unified School District, Amestoy Elementary School Classroom Replacement, Gardena, CA
2. Van Ness Avenue at 139th Street Improvements, Gardena, CA
3. County of Los Angeles, El Cariso Community Regional Park General Improvements, Sylmar, CA
4. Ontario Civic Center Community Conservation Park, Ontario, CA
5. New Library, Artesia, CA
6. City of Los Angeles, Hollywood Multipurpose Intergenerational Center, Los Angeles, CA
7. County of Los Angeles, San Fernando Valley Family Support Center, Van Nuys, CA
8. Huntington Beach Senior Center, CA
9. James and Rosemary Nix Nature Center, Laguna Beach, CA
10. Norwalk Transportation Center, CA
11. California State Prison Correctional Treatment Facilities, San Quentin, Frontera, Imperial, and Vacaville, CA





SOUTHERN CALIFORNIA OFFICE

1 TECHNOLOGY DRIVE  
BUILDING I SUITE 829  
IRVINE, CA 92618  
949 497 9000

NORTHERN CALIFORNIA OFFICE

1850 WARBURTON AVENUE  
SUITE 120  
SANTA CLARA, CA 95050  
408 955 0431







# Gardena Community Aquatic & Senior Center

## CITY OF GARDENA

November 14, 2022

Griffin Structures' Fee Proposal is based on all reasonable costs necessary to perform Construction Management and Inspection Services for the Gardena Community Aquatic and Senior Center Project. For these requisite services, Griffin Structures proposes the following Not to Exceed Fee:

Construction Management Services:	\$ 667,800
Reimbursable Expenses:	\$ 227,200
<b>TOTAL</b>	<b>\$ 895,000</b>
Add Alternate 01: Enhanced Public Outreach (Circlepoint):	\$ 55,000
Add Alternate 02: Survey Staking (Bill Carr Survey):	\$40,000

All proposed hourly rates are fully burdened and include overhead profit, taxes, and benefits. The hours identified for each individual employee and task are estimates only and are not to be construed as not to exceed hours for any individual task, phase, or time-period. We reserve the right to reallocate hours between staff members and tasks to accomplish the overall objectives and requirements of the project.

Services are based on the attached Fee Schedule which provides detail on the allocation of hours. Any extension of the schedule or services may result in an additional fee, in good faith negotiation with the City.

## APPROACH TO PROJECT SCHEDULE

This proposal assumes the following schedule as described in the RFP and as illustrated in the Resource Allocation Schedule attached:

1. Preconstruction: January 2023 through April 2023 (4 Months)
2. Construction: May 2023 through May 2024 (13 Months)
3. Plant Establishment and Closeout: June 2024 through July 2024 (2 Months)



## APPROACH TO STAFFING & PROJECT TEAM

To bring value to the City and to perform all tasks listed in the RFP, Griffin Structures proposes the following staffing allocation:

To bring the highest level of staffing continuity and value to the City, Griffin Structures has assembled the following team in accordance with the scope of work described in the RFP:

Jon Hughes will serve as the Principal In Charge for the duration of the project and will provide as-needed leadership to the team to ensure a successful delivery. Specifically, Jon will bring insight into the unique challenges related to construction Aquatic facilities in the public sector. For this level of service, we have allocated a total of 68 hours of Jon's time.

Robert Godfrey will serve as Project Executive for the duration of the project. In that role Robert will participate in the constructability review, bring guidance to the team due to his extensive Community Center experience, and support Tim on a regular basis as needed. For this level of service, we have allocated a total of 174 hours of Robert's time.

Tim Shaw will serve as the Construction Manager for the duration of the project. Based on the project schedule described above, and the scope of work described in the RFP, Tim's anticipated hours are as follows:

*Preconstruction:* During this phase of the project will take the lead in performing the constructability review, reviewing comments with the design team, and supporting the City as needed for Contractor mobilization. For this phase of the project, we have allocated 150 hours of Tim's time.

*Construction:* Once construction begins Tim will be deployed full time to the project, providing continuous services to the City for the duration of the project. Once the project is complete and the plant establishment and closeout phase is underway, Tim's hours will decrease as needed. For this level of service, we have allocated 2498 hours of Tim's time.

Ninyo & Moore will provide the Geotechnical Inspections and Materials Testing for the project. For this level of service, we have included an allowance of \$143,000 based on the scope of work described in the RFP.

Solis Group will provide Labor Compliance services. This effort will be charged at a fixed fee of \$4,000 per month and assumes a 13-month construction duration + 1 month of punch list and closeout.

Circlepoint is offered herein as an Add Alternate to provide enhanced Public Outreach services. Should the City wish to engage Circlepoint for this effort, we will engage in good faith negotiations to establish an appropriate scope and fee.

Bill Carr Surveys is offered herein as an Add Alternate to provide Survey Staking verification. Should the City wish to engage Bill Carr Surveys for this effort, we will engage in good faith negotiations to establish an appropriate scope and fee.



## Qualifications & Exclusions

1. Hourly rates are valid through December 31st, 2024 and will escalate by CPI annually thereafter.
2. Insurance costs are included as a reimbursable expense and will be billed monthly at the rate of \$10 per \$1,000.
3. All subconsultant costs include cost of service plus a 15% mark up.
4. On-site trailer rental, furniture, utilities, and sanitary facilities for our field staff (Project Management team) are excluded. We assume that offices will be provided as part of the construction site trailer(s) being provided by the City's contractor.
5. Costs for all permits required for the project are excluded. It is assumed that the City will pay for all permitting fees, assessments, easements, school fees, and other agency or governmental fees or costs to support the design and construction of the project. We have not included any permit related fees within our fee proposal.
6. At no cost to the Owner, and subject to Internal Revenue Code 179D, (Deduction for Energy Efficient Commercial Buildings) Owner agrees to allocate any applicable tax deductions to construction manager (Griffin Structures) as may be relevant to 'public entity' projects.
7. Costs for surveying, construction staking, environmental and hazardous materials surveys, and all remediation costs are excluded.
8. Software licenses or user fees for specific project management software being required by either the Client or their contractor(s) is excluded.
9. The cost of bulk blueprinting for plans and specifications for use by the contractors and subcontractors is excluded. Funds included in reimbursable expenses are for Griffin printing costs alone.
10. Independent or third-party testing companies such as Roofing, Peer Reviews, LEED, or other specialized third-party oversight services other than those listed herein are excluded.
11. Commissioning requirements required by Cal Green (Title 24) are excluded. Griffin will manage the commissioning process, but we have not included a commissioning agent, nor development of commissioning specifications.
12. No FF&E or OS&E is included in this proposal
13. 24-hour surveillance is excluded.
14. Construction Manager will review all RFIs, Submittals, and Substitutions for completeness, approvals to be executed by the designer of record.
15. For document tracking control, Griffin has included the use of "Submittal Exchange" for managing construction documentation, and based the hours allocated in this proposal accordingly. The cost of "Submittal Exchange" is included here as a reimbursable expense.
16. This proposal does not include a formal independent Inspector of Record (IOR). All City Building Dept. Permit Inspections are assumed to be performed by the City Building Dept.
17. Construction Cost Estimates, when provided, are based on standard industry practice, professional experience and knowledge of market conditions. Griffin has no control over material and labor costs, or contractor's methods of establishing prices or the market and bidding conditions at the time of bid. Therefore, Griffin does not guarantee that bids received will not vary from the cost estimate provided.
18. CASp review and inspection services are excluded.



PROJECT PHASE	Principal-In-Charge	Project Executive	Construction Mgr	TOTAL COST
	Jon Hughes \$250 / hr	Robert Godfrey \$240 / hr	Tim Shaw \$230 / hr	
<b>PHASE 1: PRECONSTRUCTION SERVICES</b>	<b>12</b>	<b>30</b>	<b>150</b>	<b>\$44,700</b>
Kick Off Meeting	Incl	Incl	Incl	Incl
Constructability Review	Incl	Incl	Incl	Incl
Page Turn with A/E & City	Incl	Incl	Incl	Incl
Mobilization Support	Incl	Incl	Incl	Incl
Pre-Construction Meeting	Incl	Incl	Incl	Incl
<b>PHASE 2: CONSTRUCTION MGMT SVCS</b>	<b>56</b>	<b>144</b>	<b>2498</b>	<b>\$623,100</b>
Weekly Project Meetings	Incl	Incl	Incl	Incl
Daily Construction Inspections	Incl	Incl	Incl	Incl
Construction Schedule Oversight & Enforcement	Incl	Incl	Incl	Incl
3 Week Look-Ahead Oversight & Enforcement	Incl	Incl	Incl	Incl
Coordination with City, Design Team, Utilities & Agencies	Incl	Incl	Incl	Incl
Submittal Tracking and Oversight	Incl	Incl	Incl	Incl
RFI Tracking and Oversight	Incl	Incl	Incl	Incl
Contractor Invoicing Review & Recommendations	Incl	Incl	Incl	Incl
Contractor Change Order Review & Recommendations	Incl	Incl	Incl	Incl
Review Contract Claims	Incl	Incl	Incl	Incl
Final Walk Through & Punch List	Incl	Incl	Incl	Incl
As-Built Plans	Incl	Incl	Incl	Incl
Public Outreach	Incl	Incl	Incl	Incl
Survey Compliance	Incl	Incl	Incl	Incl
Construction Inspection & Reporting	Incl	Incl	Incl	Incl
Labor Compliance	Incl	Incl	Incl	Incl
Geotechnical & Materials Testing	Incl	Incl	Incl	Incl
Total Hours	<b>68</b>	<b>174</b>	<b>2648</b>	
Subtotals	<b>\$17,000</b>	<b>\$41,760</b>	<b>\$609,040</b>	
<b>PROJECT / CONSTRUCTION MGMT TOTAL</b>				<b>\$667,800</b>
<b>REIMBURSABLE COSTS</b>				<b>\$227,200</b>
Cloud-Based Document Management System (Submittal Exchange)				\$15,000
Insurance				\$8,200
Misc. Office Supplies				\$5,000
Geotechnical & Materials Testing (Ninyo & Moore) ALLOWANCE				\$143,000
Labor Compliance (Solis Group) \$4,000 per month @ 14 Months				\$56,000
<b>GRAND TOTAL:</b>				<b>\$895,000</b>
<b>ADD ALTERNATES</b>				
Enhanced Public Outreach (Circlepoint)				\$55,000
Survey Staking (Bill Carr Surveys)				\$40,000



Resource Allocation Schedule

PROJECT PHASE	2023											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PRE-CONSTRUCTION												
Constructability Review												
A/E Incorporate Comments												
Contractor Bidding & Award												
CONSTRUCTION												
Construction												
Plant Establishment and Closeout												
MONTHLY STAFFING HOURS												
Principal In Charge - Jon Hughes	4	4	-	4	4	4	4	4	4	4	4	4
Project Executive - Robert Godfrey	10	10	-	10	10	10	10	10	10	10	10	10
Construction Manager - Tim Shaw	30	30	-	90	172	172	172	172	172	172	172	172
Principal In Charge - Jon Hughes	\$1,000	\$1,000	\$-	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Project Executive - Robert Godfrey	\$2,400	\$2,400	\$-	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400
Construction Manager - Tim Shaw	\$6,900	\$6,900	\$-	\$20,700	\$39,560	\$39,560	\$39,560	\$39,560	\$39,560	\$39,560	\$39,560	\$39,560
	\$10,300	\$10,300	\$-	\$24,100	\$42,960	\$42,960	\$42,960	\$42,960	\$42,960	\$42,960	\$42,960	\$42,960

PROJECT PHASE		2024							
		JAN	FEB	MAR	APR	MAY	JUN	JUL	
CONSTRUCTION									
Construction									
Plant Establishment and Closeout									
MONTHLY STAFFING HOURS									TOTALS
Principal In Charge - Jon Hughes		4	4	4	4	4	4	-	68
Project Executive - Robert Godfrey		10	10	10	10	10	10	4	174
Construction Manager - Tim Shaw		172	172	172	172	172	172	90	2,648
Principal In Charge - Jon Hughes		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$-	\$17,000
Project Executive - Robert Godfrey		\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$960	\$41,760
Construction Manager - Tim Shaw		\$39,560	\$39,560	\$39,560	\$39,560	\$39,560	\$39,560	\$20,700	\$609,040
		\$42,960	\$42,960	\$42,960	\$42,960	\$42,960	\$42,960	\$21,660	\$667,800





# ***City of Gardena***

## ***Gardena City Council Meeting***

### ***AGENDA REPORT SUMMARY***

Agenda Item No. 16.B  
Section: DEPARTMENTAL  
ITEMS - PUBLIC WORKS  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: Award Construction Contract for the New Marked Crosswalk with Pedestrian Hybrid Beacon on Vermont Avenue and 133rd Street, JN 972 to California Professional Engineering, Inc. in the amount of \$314,488. Approve the Project Plans & Specifications, Approve Budget Appropriation of \$250,000 funds, and Declare California Environmental Quality Act (CEQA) Exemption.

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

##### **Staff Recommendations:**

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

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

In July 2018, Public Works Staff conducted a city-wide pedestrian safety survey based on the federal data base Transportation Injury Mapping System (TIMS). The survey showed the stretch of Vermont Avenue between El Segundo Boulevard and 135th Street to have the highest pedestrian-to-vehicle accident rate in the city. The following month, an application for grant funding was submitted to the Federal Highway Administration for Highway Safety Improvement Program (HSIP) funds to address the situation and on February 2019, the City of Gardena was granted \$167,800 for the installation of a new pedestrian crosswalk with a Pedestrian Hybrid Beacon (PHB) located just north of 133rd St.

In November 2019, the city contracted the services of Iteris, Inc. to conduct a study to determine if a pedestrian crosswalk is warranted in a mid-block, high-speed, high-volume location. Study showed that such a crosswalk is warranted in combination with a PHB. On May 12, 2020, the City Council approved the award of the Professional Design Engineering Services to Iteris. A continental striped crosswalk was designed complete with ADA ramps on both sides and on the 65-foot wide median. A walkway along the median also had to be made and the design engineers recommended using the High-Intensity Activated Crosswalk (HAWK) as the PHB for the crosswalk. The HAWK is a pedestrian traffic signal system complete with signal heads, post/mast arms on north and south bound lanes with its own controllers and battery backed up power supply.



The city of LA issued a permit for the pedestrian ramp to be constructed on their side in May 2022 and on July 14, 2022, Caltrans authorized the release of the HSIP funds to the city of Gardena. The project was advertised for construction in CR Planwell, Gardena Valley News, and the city website in October 2022.

The following five (5) bids were received on November 8, 2022:

1.	California Professional Engineering, Inc.	La Puente	\$314,488
2.	Select Electric, Inc.	Vista	\$347,500
3.	Crosstown Electrical & Data, Inc.	Irwindale	\$361,412
4.	DBX, Inc.	Temecula	\$374,135
5.	Comet Electric, Inc.	Chatsworth	\$421,440

California Professional Engineering, Inc. is the lowest responsible bidder. They have an A (General Contractor) and C-10 (Electrical Contractor) license and are in good standing with the California State Licensing Board. They have good, verified records of construction projects from other local municipalities and have done satisfactory work for the city as a sub-contractor for major Capital Improvement Projects (CIP) where they installed the in-pavement lighted crosswalks. California Professional Engineering, Inc. will also be required to meet all bonding and financial standards. It is projected that the crosswalk would be fully operational by the 2nd quarter of 2023.

Staff respectfully recommends the City Council award the construction contract for the New Marked Crosswalk with Pedestrian Hybrid Beacon on Vermont Avenue and 133rd Street, JN 972, to California Professional Engineering, Inc. in the amount of \$314,488 and additionally:

1. Approve the Project Plans and Specifications.
2. Approve Budget Appropriation of \$250,000 Prop C funds to supplement the existing budget and 25% construction contingency.
3. Declare this project to be categorically exempt under the CEQA, Class 1, Section 15301, as rehabilitation of existing facilities.

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

##### **Source of Funds**

Measure M Local	\$55,000
Federal HSIP Grant	\$167,800
Requested Budget Appropriation (from Prop C funds)	\$250,000
Total	\$472,800

##### **Estimated Expenditures**

Design Phase Expenditures	\$42,686
Construction Managmeent & Inspection	\$35,000



Construction Contract Award	\$314,488
25% Construction Contingency	\$79,000
Total	\$471,174

**ATTACHMENTS:**

[JN972 Location Map.pdf](#)

[JN972 New Crosswalk with HAWK Signal system Project Plans.pdf](#)

[JN972 Contract Doc and Specifications 5276\(033\).pdf](#)

[JN972 California Professional Engineering, Inc. Bid 11-8-2022.pdf](#)

[JN972 CEQA Notice of Exemption.pdf](#)

[JN 972\\_PHB HWAK Exhibit.pdf](#)

APPROVED:





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Clint Osorio, City Manager



New Pedestrian Crosswalk with Hawk Signal System Project - JN 972



1" = 150 ft	Project Location Map	12/06/2022	
This map may represents a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.			



CITY OF GARDENA

NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL

SYSTEM INSTALLATION PROJECT

DRAWING TITLE

SHEET #	DESCRIPTION
1	TITLE SHEET
2	PEDESTRIAN HYBRID BEACON INSTALLATION – VERMONT AVENUE AT 133RD STREET
3	CURB RAMP DETAILS – VERMONT AVENUE AT 133RD STREET
4	PEDESTRIAN HYBRID BEACON DETAIL SHEET

VERMONT AVENUE AT 133RD STREET

JOB NO. 972

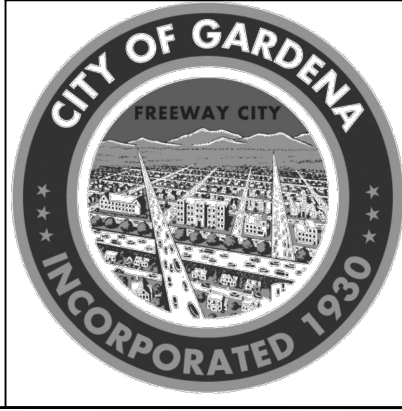

FEDERAL PROJECT HSIPL-5276 (033)

UTILITY COMPANY CONTACTS

SERVICES	CONTACT	TELEPHONE NO.
AT&T	TERENCE LITTLE 600 E. GREEN ST, ROOM 300 PASADENA, CA 91101	(626)–817–4252
AT&T CALIFORNIA	RAYMOND DOVE 100 W. ALONDRA BLVD, ROOM A202 GARDENA, CA 90248	(310)–515–4257
CHEVRON PIPELINE COMPANY	AL SUPER 2600 HOMESTEAD PL RANCHO DOMINGUEZ, CA 90220	(714)–228–1506
GOLDEN STATE WATER COMPANY	CONDE VENTURA; JOSEPH SALCIDO 14835 S. SPRING ST GARDENA, CA 90248	(310)–436–6950 EXT. 201 (310) 660–0320 EXT. 101
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT	DARYLL CHENOWETH 900 S. FREMONT AVE, 8TH FLOOR ALHAMBRA, CA 91803	(626) 458–3709
LOS ANGELES COUNTY SANITATION DISTRICT	JON GANZ P.O. BOX 4998, WHITTIER, CA 90607	(562) 908–4288
LOS ANGELES DEPARTMENT OF WATER & POWER	CIVIL ENGINEER SUBSTRUCTURES SECTION P.O. BOX 54153 LOS ANGELES, CA 90054–0153	(213) 367–1049
METROPOLITAN WATER DISTRICT	JOSE A. PORRAS WATER OPERATING DIVISION P.O. BOX 51111, ROOM 1425 LOS ANGELES, CA 90051–0100	(213) 276–7634
NEXTG NETWORKS INC	SHAWNA M. DESBOIS 2125 WRIGHT AVE, SUITE C–9, LA VERNE, CA 91750	(909) 593–9700 (909) 593–9774
SOUTHERN CALIFORNIA EDISON	TRICIA MILLER 505 MAPLE AVE TORRANCE, CA 90503	(626) 533–0640
SOUTHERN CALIFORNIA GAS COMPANY	TECH SERVICES PLANNING ATTN: LEAD PLANNER 701 N. BULLIS RD, COMPTON, CA 90224	(310) 687–2067
SUNESYS	JIM HRADISKY 226 N. LINCOLN AVE CORONA, CA 92881	(951) 278–0400
TIME WARNER CABLE	STAN WALKER 1529 VALLEY DR, HERMOSA BEACH, CA 90254	(424) 212–6994 (310) 505–8129 (CELL)



TITLE SHEET

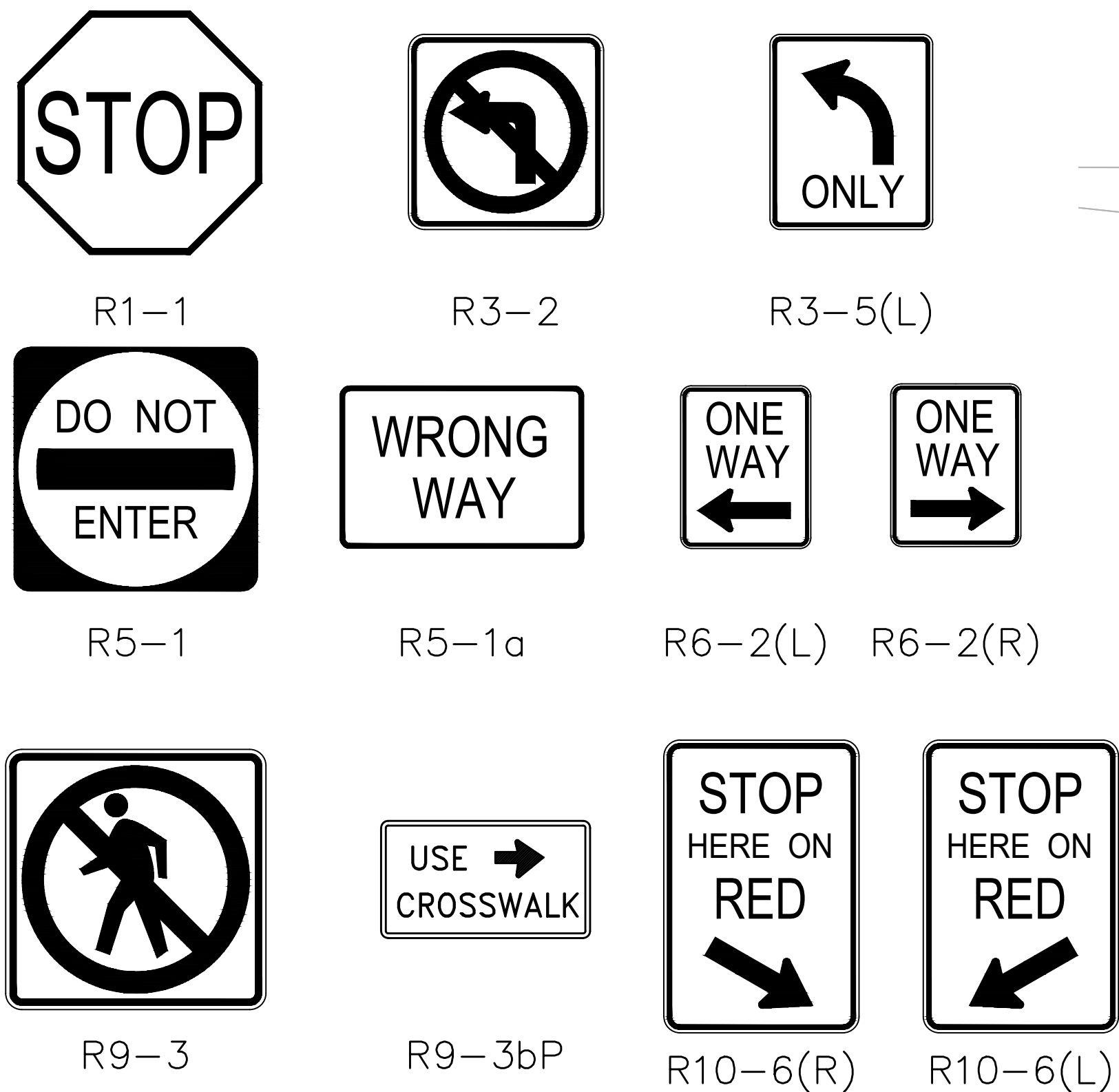
	PLANS PREPARED BY: <b>iteris</b> <small>11100 Carnegie Avenue, Suite 100 Santa Ana, CA 92705-5551 Phone: (949) 270-9490 Fax: (949) 270-9481</small>	Plan prepared under the direction of:  DATE _____	NO.	REVISIONS	DATE	BY	APP.	CITY OF GARDENA DEPARTMENT OF PUBLIC WORKS PROJECT : VERMONT AVENUE AT 133RD STREET HAWK SIGNAL INSTALLATION PROJECT ID: HSIPL-5276(033)											
			APPROVED BY : _____ DATE : _____ PUBLIC WORKS DIRECTOR/CITY ENGINEER																
DESIGNED BY				E.S.	9/10/2021	DRAWN BY			E.S.	9/10/2021	CHECKED BY			P.F.	9/10/2021	SHT. <u>1</u> OF <u>4</u>			DWG. NO. <u>8-1064/5-2603</u>



CONSTRUCTION NOTES (THIS SHEET ONLY):

- [1] FURNISH AND INSTALL NEW TYPE 332 CABINET ON NEW FOUNDATION WITH NEW MODEL 2070 ATC CONTROLLER PER CITY SPECIFICATIONS. CONTRACTOR SHALL FURNISH AND INSTALL ALL EQUIPMENT AND COMPLETE ALL CONNECTIONS FOR A FULLY FUNCTIONAL TRAFFIC SIGNAL.
- [2] FURNISH AND INSTALL NEW 120/240V TYPE III-BF SERVICE CABINET AND FOUNDATION. COORDINATE WITH SCE. FURNISH AND INSTALL THE FOLLOWING BREAKERS:
- 100A, 240V, 2P, CB (MAIN)  
50A, 120V, 1P, CB (HAWK SIGNAL)  
15A, 120V 1P, CB (IISNS)  
30A, 120V, 1P, CB (LIGHTING)
- [3] INSTALL 3" CONDUIT FROM SERVICE CABINET TO CONTROLLER CABINET WITH NECESSARY CONDUCTORS PER SCE REQUIREMENTS.
- [4] FURNISH AND INSTALL NEW #6 PULL BOX. LID SHALL BE INSCRIBED WITH "TRAFFIC SIGNAL".
- [5] FURNISH AND INSTALL NEW #6E PULL BOX. LID SHALL BE INSCRIBED WITH "TRAFFIC SIGNAL".
- [6] FURNISH AND INSTALL NEW RETROREFLECTIVE SIGN ON MAST ARM PER MUTCD STANDARDS. TYPE AS INDICATED ON PLANS.
- [7] FURNISH AND INSTALL NEW RETROREFLECTIVE SIGN ON NEW SIGNAL POLE PER MUTCD STANDARDS. TYPE AS INDICATED ON PLANS.
- [8] FURNISH AND INSTALL NEW RETROREFLECTIVE SIGN ON NEW SIGN POST PER MUTCD STANDARDS. TYPE AS INDICATED ON PLANS.
- [9] FURNISH AND INSTALL NEW RETROREFLECTIVE SIGN ON EXISTING SIGN POST PER MUTCD STANDARDS. TYPE AS INDICATED ON PLANS.
- [10] FURNISH AND INSTALL NEW RETROREFLECTIVE SIGN ON EXISTING LUMINAIRE POLE PER MUTCD STANDARDS. TYPE AS INDICATED ON PLANS. PROTECT IN PLACE EXISTING TYPE R81(CA) SIGN.
- [11] MAINTAIN EXISTING SIGN AS LABELED. ADJUST POSITION AS NEEDED TO ACCOMODATE NEWLY INSTALLED SIGNS.
- [12] REMOVE EXISTING CONFLICTING STRIPING BY GRINDING AS SHOWN ON PLANS.
- [13] REMOVE CONFLICTING LANELINE STRIPING BY GRINDING. INSTALL 4" SOLID WHITE LANE LINE TO LIMIT LINE, LENGTH AS SHOWN ON PLANS.
- [14] INSTALL NEW 12" WHITE THERMOPLASTIC LIMIT LINE.
- [15] INSTALL CONTINENTAL CROSSWALK PER LADOT STD. DWG. NO. S-481.1.
- [16] INSTALL THERMOPLASTIC PAVEMENT MARKING AS SHOWN ON PLANS PER CA MUTCD FIGURE 3B-23(CA).
- [17] INSTALL TRUNCATED DOMES ON EXISTING CURB RAMP.
- [18] SAWCUT AND REMOVE EXISTING CURB AND GUTTER. CONSTRUCT NEW CASE F CURB RAMP PER CALTRANS STANDARD PLANS. MATCH TO EXISTING GUTTER.
- [19] CONSTRUCT 6' WIDE SIDEWALK THROUGH EXISTING MEDIAN.
- [20] SAWCUT AND REMOVE EXISTING CURB, GUTTER, AND CONCRETE SIDEWALK. CONSTRUCT CASE E CURB RAMP PER LADOT STD. DWG. S-442-6. MATCH TO EXISTING GUTTER AND CONCRETE SIDEWALK. PROTECT IN PLACE NEARBY EXISTING LADOT FIBER PULL BOX.
- [21] INSTALL NEW THERMOPLASTIC RED CURB MARKINGS, LENGTH AS SHOWN ON PLANS.
- [22] INSTALL ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH ACCESSIBLE PEDESTRIAN SIGNAL (APS) TYPE PUSHBUTTON PER LADOT STD. DWG. NO. S-73.2.
- [23] INSTALL 3" CONDUIT FROM SERVICE CABINET TO POWER POLE #677622E PER EDISON STANDARDS. COORDINATE WITH TRIGIA MILLER FOR DESIGN DETAILS AND TO ESTABLISH SERVICE.
- [24] FURNISH AND INSTALL NEW #5 PULL BOX PER EDISON STANDARDS.
- [25] FURNISH AND INSTALL NEW #5 PULL BOX PER EDISON STANDARDS WITH TRAFFIC RATED LID.

SIGN LEGEND

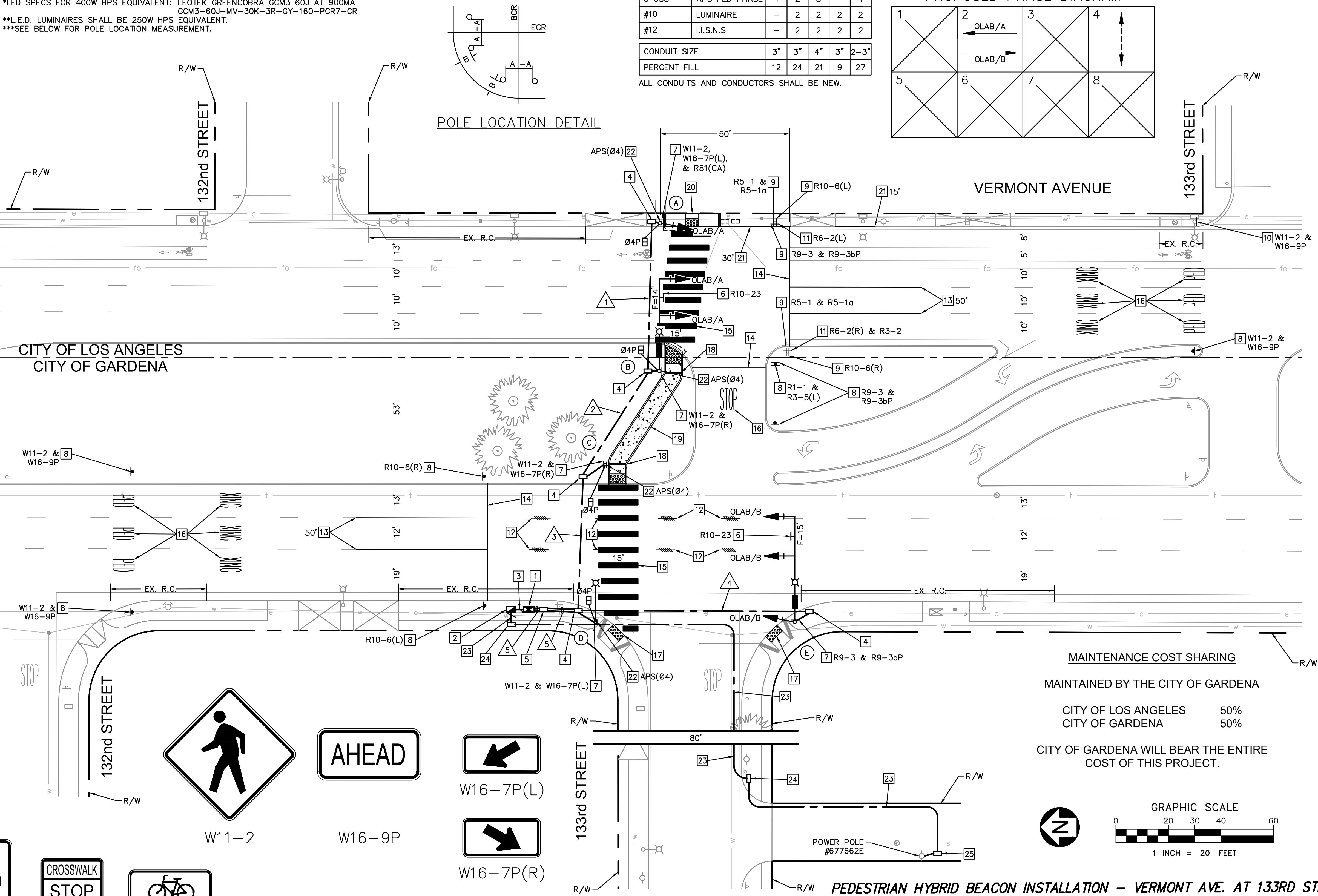
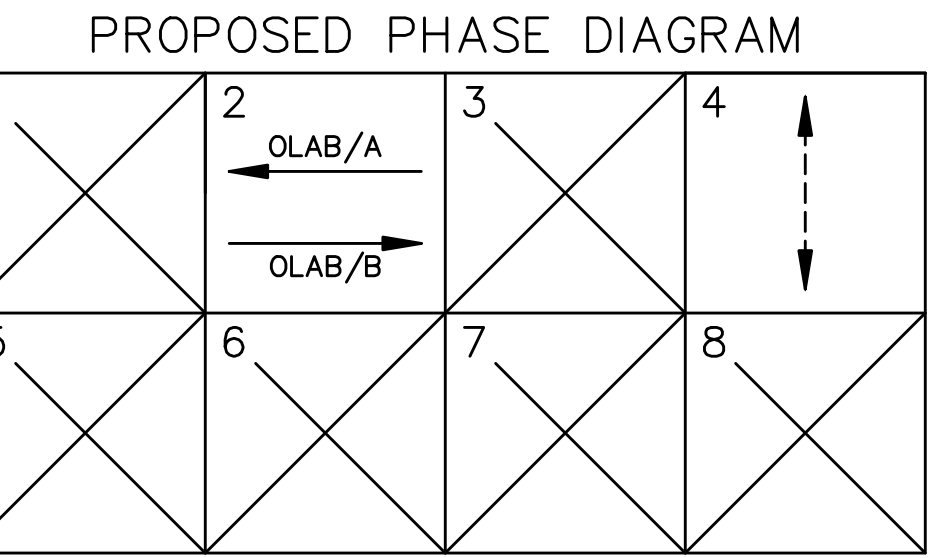
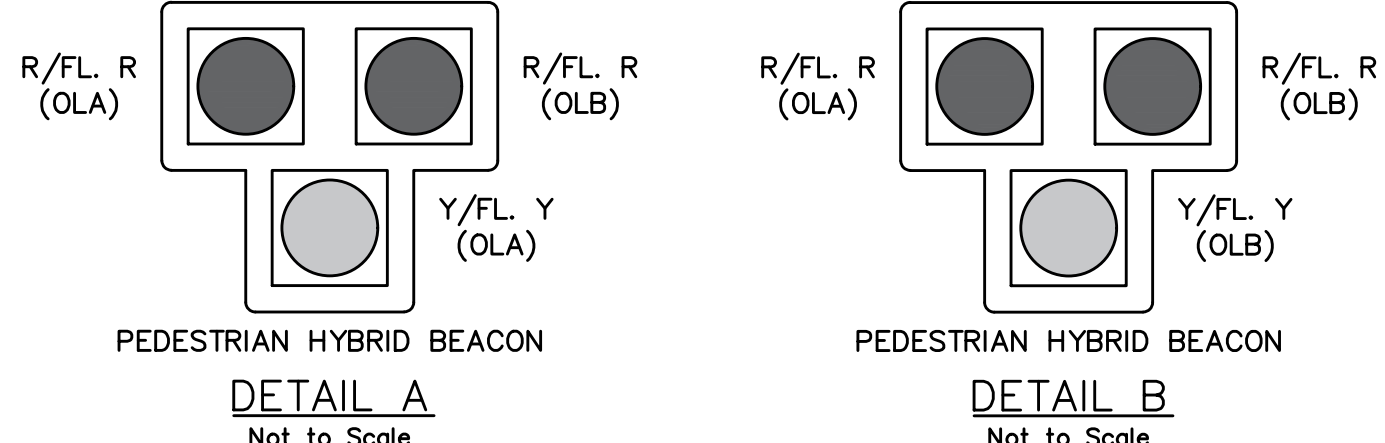


POLE SCHEDULE												
POLE DATA			SIGNAL	LUMINAIRE	POLE		SIGNAL MOUNTING			PPB	I.I.S.N.S LEGEND	
NO.	TYPE	HEIGHT	M.A.	M.A. LED	A	B	POLE	MA	PED	QUAD	ARROW	
(A)	1A	10'	-	-	-	-***	1.5'	TV-1-T	-	SP-1-T	S	←
(B)	24-4-100	30'	35'	15'	400W*	2'	10'	-	2MAS-3A	SP-1-T	S	→
(C)	1A	7'	-	-	-	-19'	7'	-	-	TP-1-T	S	←
(D)	15TS	30'	-	15'	250W**	18'	3'	-	-	SP-1-T	S	→
(E)	26-4-100	30'	40'	15'	250W**	18'	3'	SV-1-T	2MAS-3A	-	-	-

ALL EQUIPMENT SHALL BE NEW  
\*LED SPECS FOR 400W HPS EQUIVALENT: LEOTEK GREENCOBRA GCM3 60J AT 900MA  
GCM3-60J-MV-30K-3R-GY-160-PCR7-CR  
\*\*L.E.D. LUMINAIRES SHALL BE 250W HPS EQUIVALENT.  
\*\*\*SEE BELOW FOR POLE LOCATION MEASUREMENT.

CONDUCTOR SCHEDULE									
AWG SIZE	POLE No.	1	2	3	4	5			
12 CSC	(A)	1	1	1	1	1			
	(B)	-	1	1	1	-			
	(C)	-	-	1	1	-			
	(D)	-	-	-	-	1			
	(E)	-	-	-	-	-			
3 CSC		1	2	3	1	5			
TOTAL CABLES		1	1	2	2	3			
5 CSC	APS PED PHASE	1	2	3	-	4			
#10	LUMINAIRE	-	2	2	2	2			
#12	I.I.S.N.S	-	2	2	2	2			
CONDUIT SIZE		3"	3"	4"	3"	2-3"			
PERCENT FILL		12	24	21	9	27			

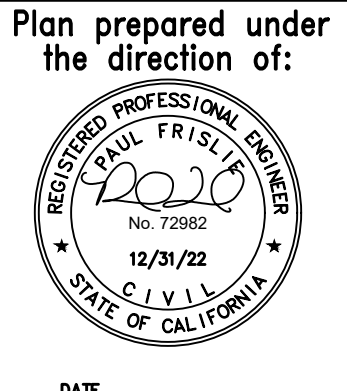
ALL CONDUITS AND CONDUCTORS SHALL BE NEW.



PLANS PREPARED BY:

**iteris**

17100 Carnegie Avenue, Suite 100  
Santa Ana, CA 92705-5551  
Phone: (949) 270-9490  
Fax: (949) 270-9481



NO.	REVISIONS	DATE	BY	APP.

CITY OF GARDENA

DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

PROJECT : VERMONT AVENUE AT 133RD STREET HAWK SIGNAL INSTALLATION

PROJECT ID: HSIPL-5276(033) JN 972

F. B. REF.

DESIGNED BY E.S. 9/10/2021

DRAWN BY E.S. 9/10/2021

CHECKED BY P.F. 9/10/2021

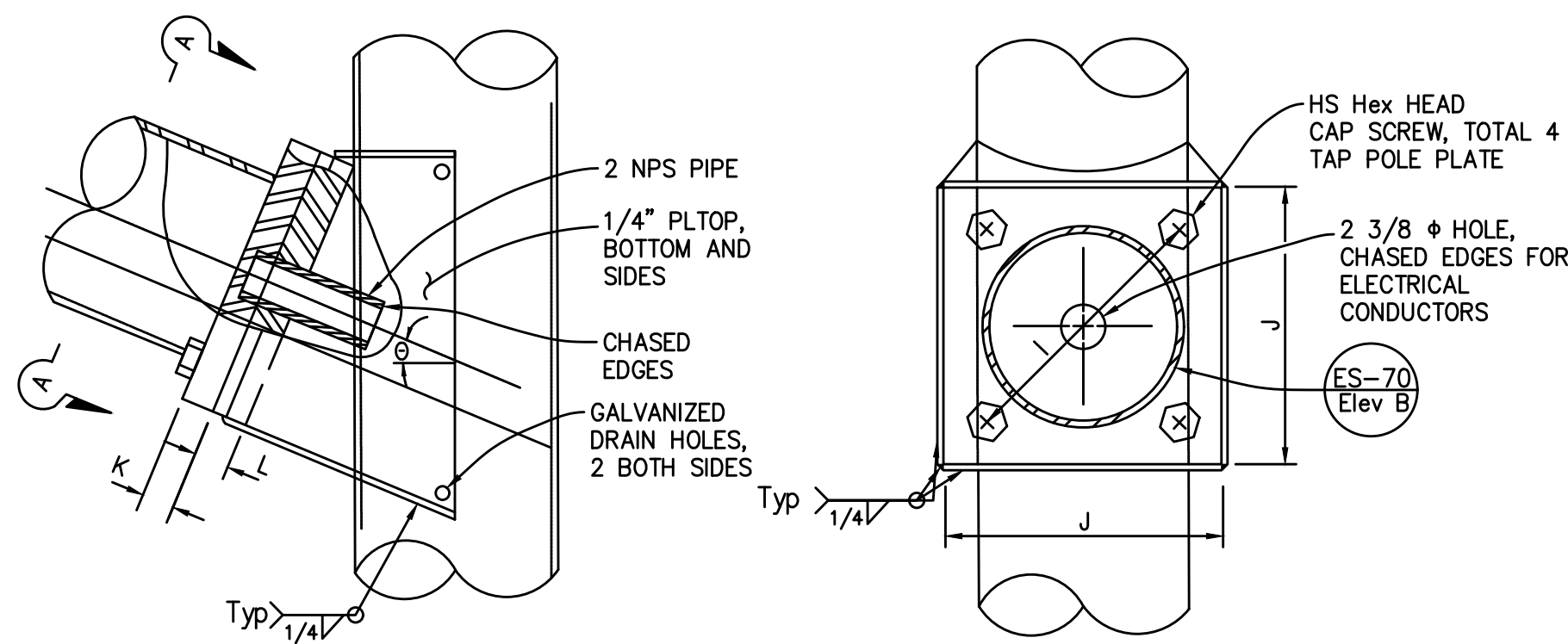
APPROVED BY : DATE : PUBLIC WORKS DIRECTOR/CITY ENGINEER

SHT. 2 OF 4 DWG. NO. 8-1064/5-2603

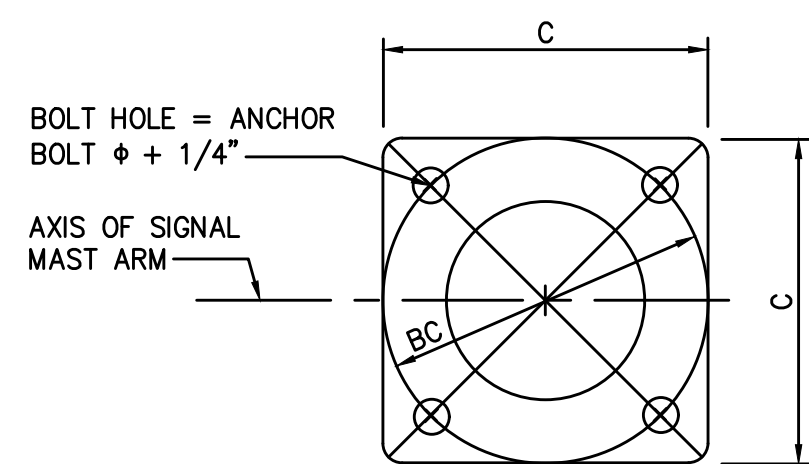




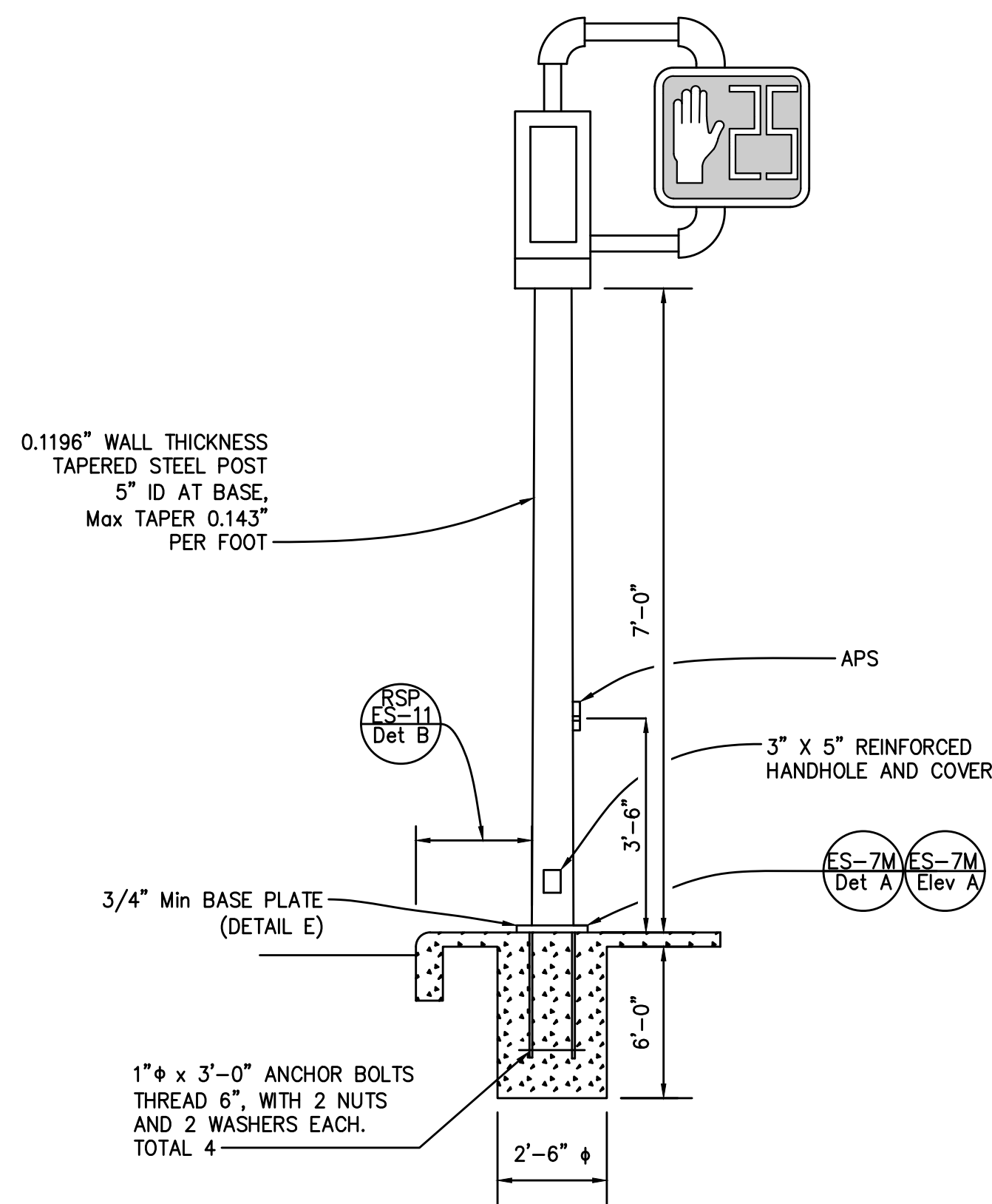




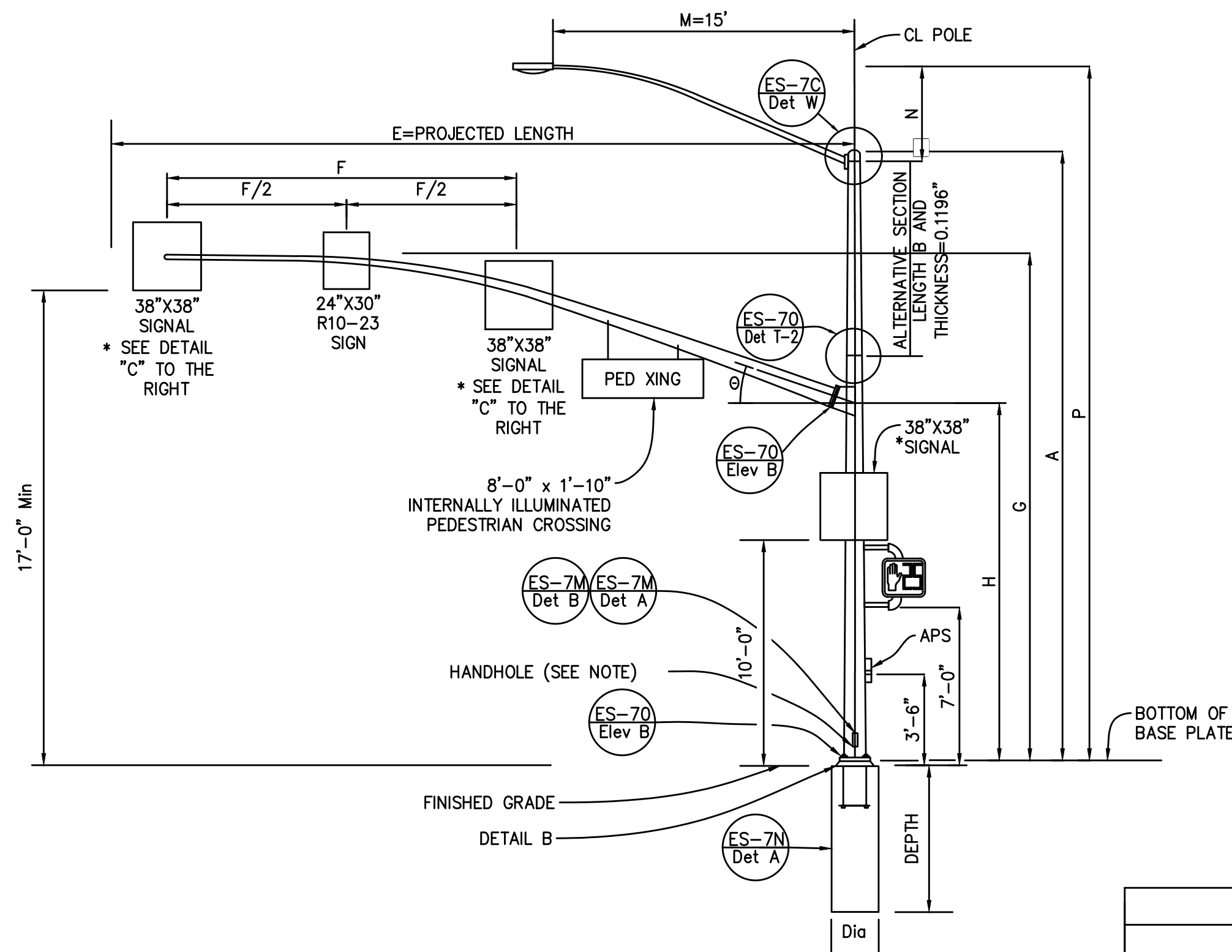
ELEVATION C  
SIGNAL MAST ARM CONNECTION  
DETAIL A



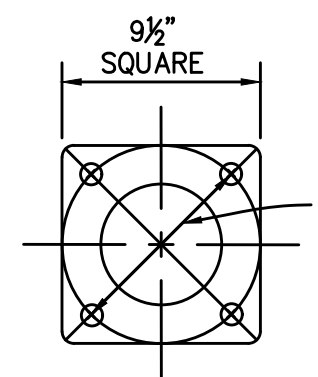
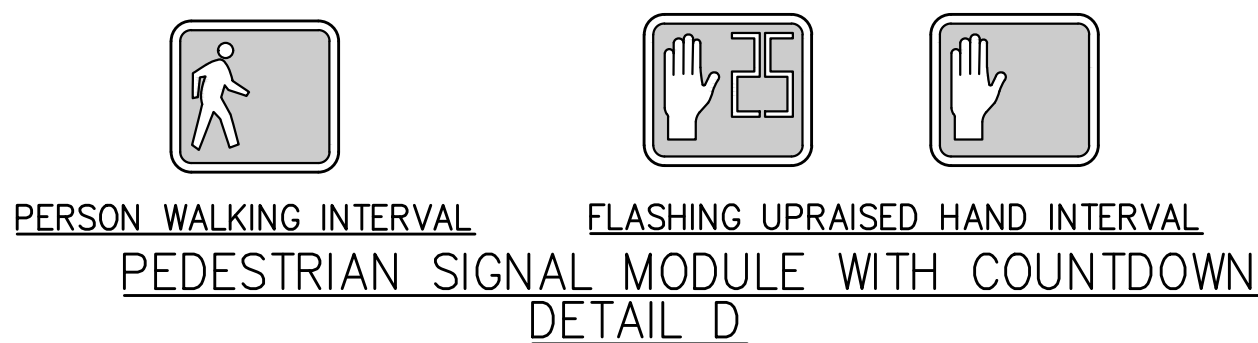
BASE PLATE  
DETAIL B



TYPE 1-A ELEVATION



CASE 4 SIGNAL MAST ARM LOADING DETAIL



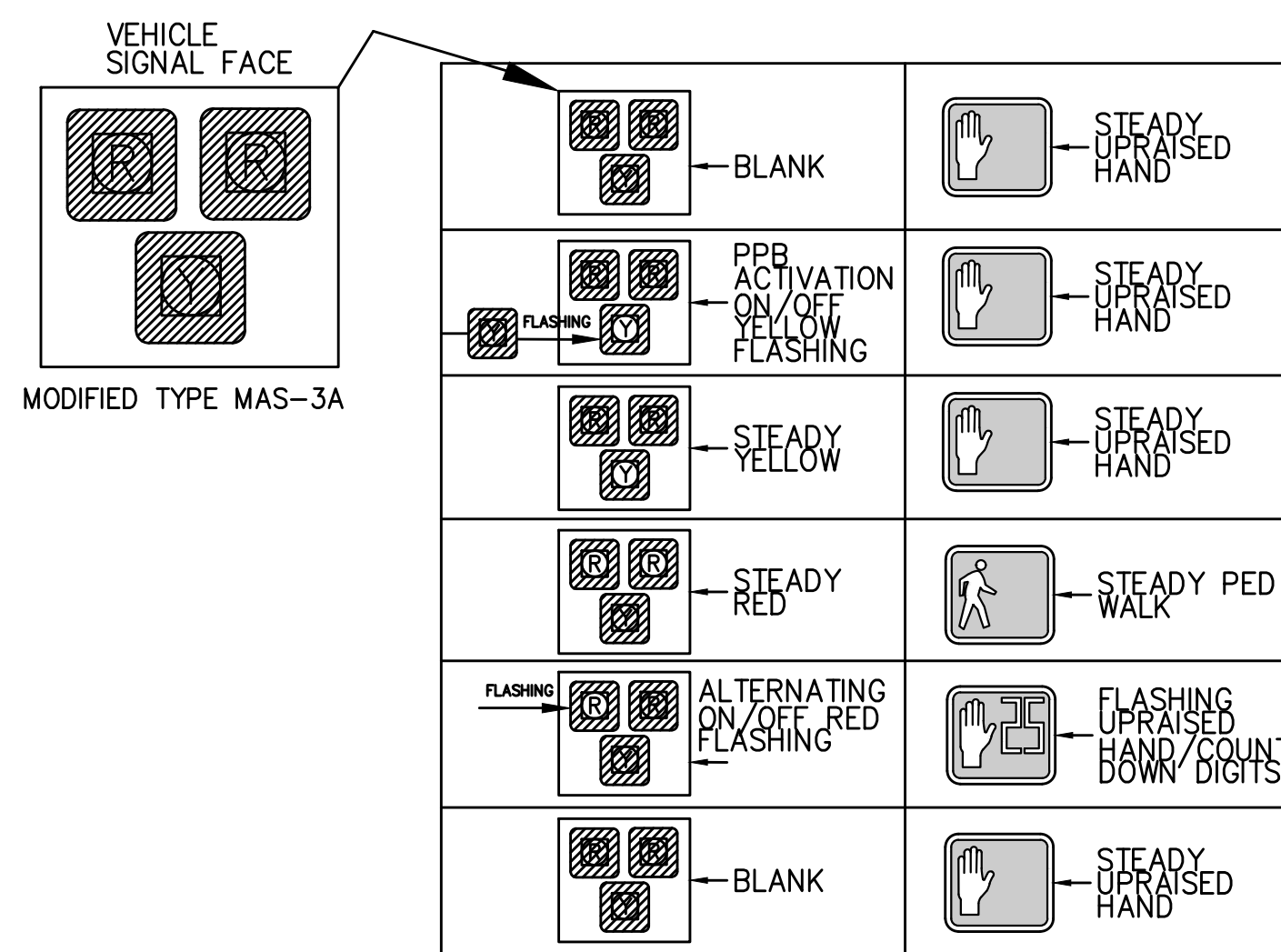
BASE PLATE  
For Type 1-A  
DETAIL E

GENERAL NOTES:  
SPECIFICATIONS  
DESIGN: AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS, FIFTH EDITION

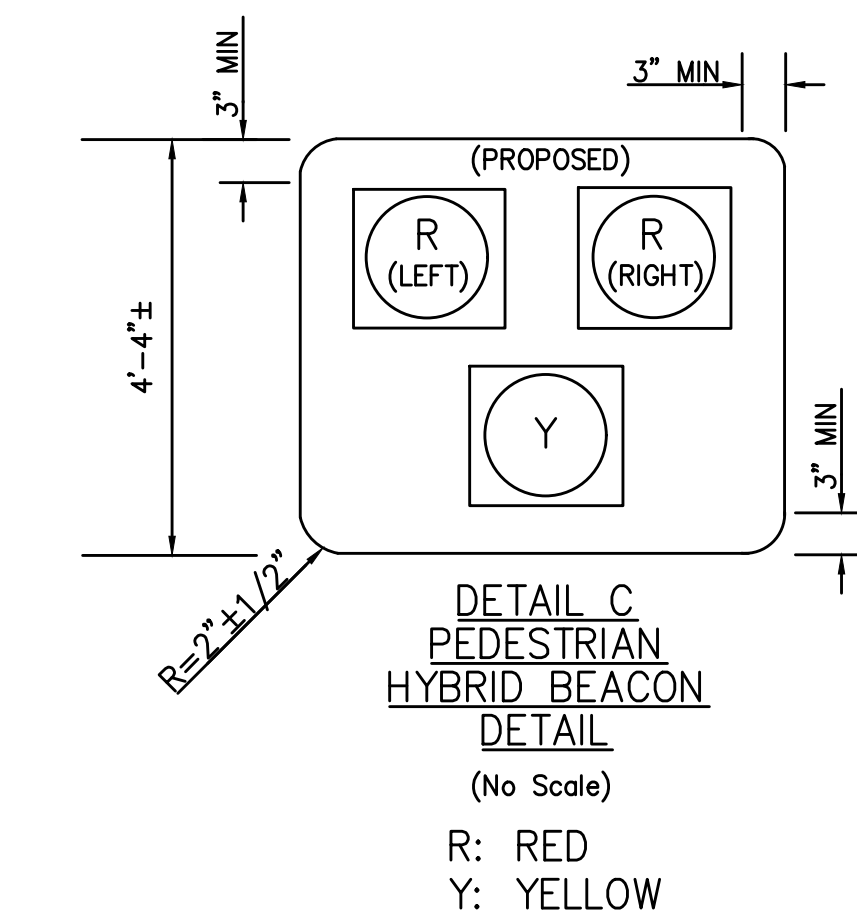
LOADING  
WIND LOADINGS: 100 MPH  
UNIT STRESSES  
STRUCTURAL STEEL:  $f_y=55,000$  psi TAPERED STEEL TUBE  
 $f_y=55,000$  psi UNLESS OTHERWISE NOTED  
ANCHOR BOLTS:  $f_y=55,000$  PSI  
REINFORCED CONCRETE  $f'_c=3,600$  psi  
 $f_y=60,000$  psi

- NOTES:
1. FOR POLE LOCATION, SEE PLAN.
  2. ALL STEEL SHALL BE GALVANIZED AFTER FABRICATION
  3. DURING POLE ERECTION, THE POST SHALL BE RAKED AS NECESSARY WITH THE USE OF LEVELING NUTS TO PROVIDE A PLUMB POLE AXIS.
  4. FOUNDATION DESIGN IS BASED ON AASHTO LTS-5 ARTICLE 13.6 'BROMS' APPROXIMATE PROCEDURE ASSUMING A COHESION-LESS MATERIAL. THE ANGLE OF INTERNAL FRICTION USED IS 30 DEGREES AND UNIT WEIGHT OF SOIL USED IS 120 LBS/FT<sup>3</sup>.
  5. HANDHOLE SHALL BE LOCATED ON THE DOWN STREAM SIDE OF THE TRAFFIC
  6. FOR DETAILS NOT SHOWN, SEE 2010 STANDARD PLANS AND "2010 REVISED STANDARD PLANS."
- \* FOR VEHICLE SIGNALS DETAILS, SEE DETAIL C TO THE LEFT.

SIGNAL MAST ARM DATA												
POLE TYPE	E PROJECTED LENGTH	F Min SPACING	G MOUNTING HEIGHT	H	Min OD AT POLE	THICKNESS	I BOLT CIRCLE	HS CAP SCREWS	J PLATE SIZE	K MAST ARM THICKNESS	L POLE R THICKNESS	Ø
24-4-100	35'-0"	14'-0"	23'-0"	16'-0"	8 1/8"	0.2391"	13 1/2"	1 1/4"-7NC-3"	1'-3"	1 1/2"	1 3/4"	21'
26-4-100	40'-0"	15'-0"	23'-0"	16'-0"	9 3/8"	0.2391"	13 1/2"	1 1/4"-7NC-3"	1'-3"	1 1/2"	1 3/4"	15'





PEDESTRIAN HYBRID BEACON  
SEQUENCE OF OPERATION



DETAIL C  
PEDESTRIAN  
HYBRID BEACON  
DETAIL  
(No Scale)  
R: RED  
Y: YELLOW

PEDESTRIAN HYBRID BEACON DETAIL SHEET

	PLANS PREPARED BY: <b>iteris</b> 11100 Carnegie Avenue, Suite 100 Santa Ana, CA 92705-5551 Phone: (949) 270-9480 Fax: (949) 270-9481	Plan prepared under the direction of:  DATE _____	NO.	REVISIONS	DATE	BY	APP.	CITY OF GARDENA DEPARTMENT OF PUBLIC WORKS PROJECT : VERMONT AVENUE AT 133RD STREET HAWK SIGNAL INSTALLATION PROJECT ID: HSIPL-5276(033)	
			APPROVED BY : PUBLIC WORKS DIRECTOR/CITY ENGINEER DATE : _____		SHT. 4 OF 4 DWG. 8-1064/5-2603 NO.				





## **CITY OF GARDENA**

**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM  
VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972**

**FEDERAL AID PROJECT NO. HSIPL – 5276 (033)**

**OCTOBER 2022**



**CITY OF GARDENA**

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**NEW PEDESTRIAN CROSSWALK WITH HAWK  
SIGNAL SYSTEM VERMONT AVENUE  
AND 133<sup>RD</sup> STREET, JN 972**

**FEDERAL PROJECT No. HSIPL – 5276 (033)**

Plans & Specifications prepared by:



Paul Frislie, PE  
Iteris  
1700 Carnegie Ave., Suite 100  
Santa Ana, CA 92705

Prepared for:  
City of Gardena

*Allan Rigg*

ALLAN RIGG  
Public Works Director / City Engineer

*10/11/22*

Date



**CITY OF GARDENA  
NOTICE INVITING BIDS  
FOR  
NEW PEDESTRIAN CROSSWALK HAWK SIGNAL SYSTEM  
VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972**

**FEDERAL PROJECT NO. HSIPL – 5276 (033)**

Plans and Specifications are available through ARC Document Solutions. Please be advised that there is an additional charge for delivery. Upon payment of the purchase price, they become the property of the purchaser and may not be returned for refund.

You may access the plans through the following website under Public Planroom:

[www.crplanwell.com](http://www.crplanwell.com)

For help accessing and ordering, please contact a Planwell Administrator at 562.436.9761.

Notice is hereby given that the City of Gardena will receive sealed bids at the office of the City Clerk, City Hall, 1700 W. 162<sup>nd</sup> Street, Gardena, California, until 3:00PM on November 8, 2022, 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: 3:00 PM on November 8, 2022 (Shortly thereafter the deadline)  
Join ZOOM Meeting**

[<https://us02web.zoom.us/j/88145648666>]

Meeting ID: 881 4564 8666

Dial by phone: +1 669 900 9128 US

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

All bids must be in writing, must be sealed, and must be plainly marked on the outside: **"BID ON PROJECT NO. JN972"**. 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:

Construction of a new pedestrian crosswalk on Vermont Avenue at 133<sup>rd</sup> Street to include all necessary labor, tools, equipment, and materials for installation of HAWK flashing signal system, construction of new ADA curb ramps and enhancement of signing, signaling and striping as required for a complete crosswalk system in compliance with ADA requirements.

ENGINEER'S ESTIMATE:           \$184,978

The time of completion of contract shall be 30 **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. 162<sup>nd</sup> Street, Gardena, California 90247-3778. The envelope shall be plainly marked in the upper left-hand corner as follows:

ATTENTION: CITY, c/o CITY CLERK

(Bidder's Name and Address) \_\_\_\_\_

(Number and title of this project) \_\_\_\_\_

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

The contractor shall have an active **Class "A"** license from the Contractor's State License Board at the time of submitting bid.

Pursuant to Public Contract Code Section 22300, the Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the City to insured performance under the contract unless applicable federal regulations or policies do not allow such substitution. Such security shall be deposited with the City, or a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the City Attorney.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsive responsible bidder.

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

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor under it.



Contractor and any Subcontractor under if shall comply with the requirements of said sections in the employment of apprentices.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly.

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

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

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

The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

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.

Notwithstanding the above, Bidders are further advised that this is a federally assisted construction contract and Federal Labor standards, including David-Bacon requirements will be enforced. These requirements include submission to the City weekly, for each week in which any contract work is performed, a copy of payrolls in accordance with 29 CFR 5.5(a)(3)(1) and (ii). Failure to timely provide accurate and complete payroll reports shall constitute grounds for returning a payment request pursuant to Public Contracts Code section 20104.50. If Federal and State wage prevailing rates are applicable, then the higher of the two shall prevail.

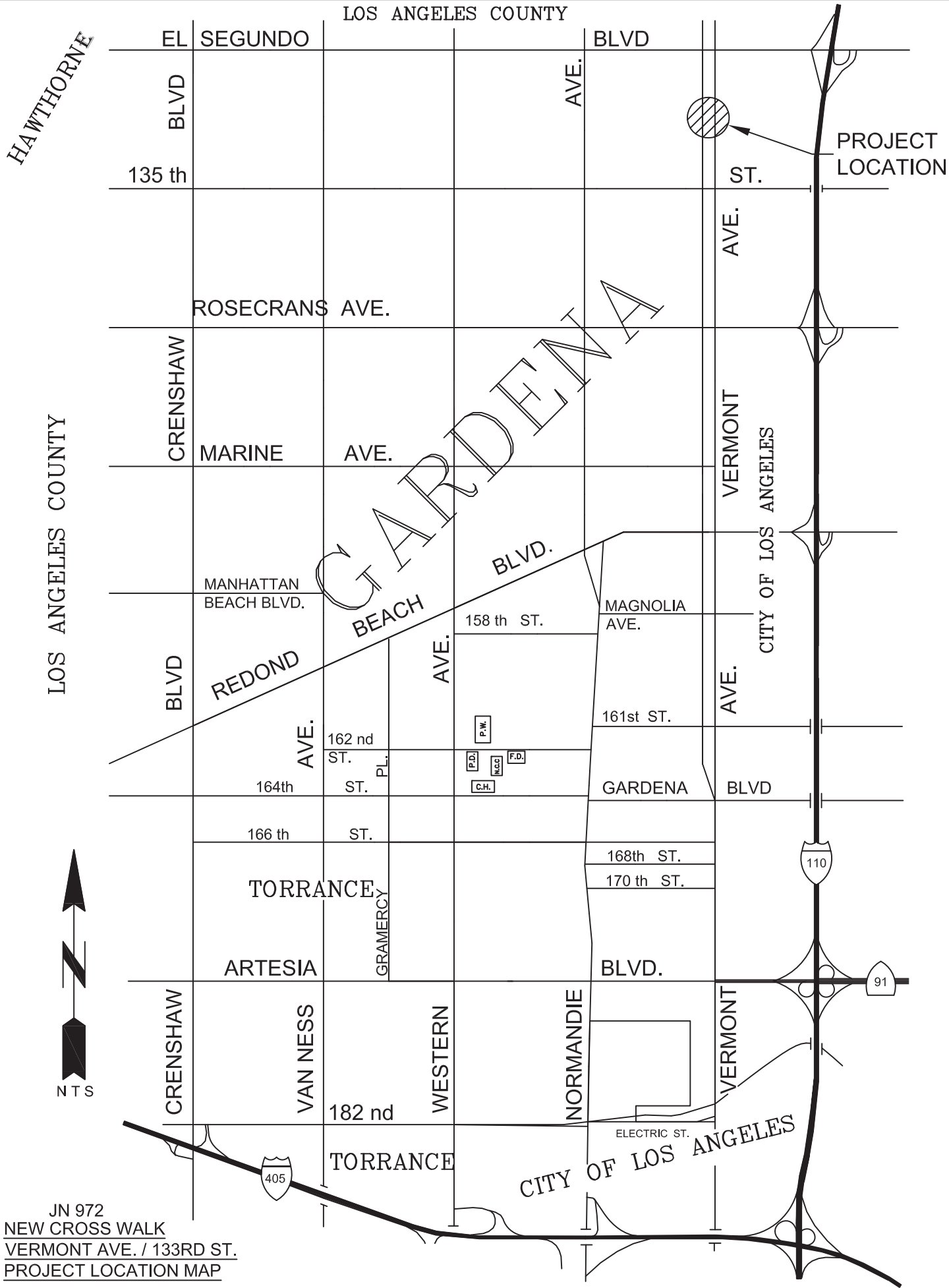
THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.



Bidders are advised that, as required by federal law, the State has established a statewide overall DBE goal. This City of Gardena Federal-Aid contract is considered to be part of the statewide overall DBE goal. The City of Gardena is required to report to Caltrans on DBE participation for all Federal-Aid contract each year so that attainment efforts maybe evaluated.

Any questions regarding this bid package may be referred to William Mendoza, Associate Engineer, Public Works Engineering Division at 310.217.9608.







# TABLE OF CONTENTS

## NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

### FEDERAL PROJECT No. HSIPL – 5276 (033)

DESCRIPTION	PAGE	DESCRIPTION	PAGE
Title Page .....		Section 8 – Existing Facilities .....	TP-3
Notice Inviting Bids .....		Section 9 – Access to Private Property .....	TP-3
Location Map .....		Section 10 – Traffic Control .....	TP-3
Table of Contents .....	i	Section 11 – Excavation .....	TP-5
Instructions to Bidders .....	ii-iv	Section 12 – Asphalt Pavement Removal .....	TP-5
<b>BID PROPOSAL (To Be Submitted with Proposal)</b>		Section 13 – Concrete Removal .....	TP-5
Bid Schedule .....	BP-2	Section 14 – Crushed Miscellaneous Base .....	TP-6
Acknowledgement of Addenda Received .....	BP-5	Section 15 – Portland Concrete Cement .....	TP-6
Bidder's Declaration .....	BP-6	Section 16 – Concrete sidewalks .....	TP-7
Non-collision Affidavit .....	BP-8	Section 17 – Concrete Curb and Gutter .....	TP-7
Declaration of Eligibility to Contract .....	BP-9	Section 18 – Concrete Curb Ramp .....	TP-7
Bid Bond .....	BP-10	Section 19 – Concrete Ramps (Modified) .....	TP-9
Designation of Subcontractors .....	BP-11	Section 20 – Survey and Monumentation .....	TP-9
Construction Project Reference .....	BP-12	Section 21 – Driveways, Approach, Alley Intersection, Spandrels, and Cross Gutters .....	TP-10
Certificate of Non-Discrimination by Contractors .....	BP-13	Section 22 – Cold Milling .....	TP-10
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Primary Covered Transition .....	BP-14	Section 23 – Crack Seal & Pavement Preparation .....	TP-10
<b>CONTRACT DOCUMENTS (To Be Submitted after Award)</b>		Section 24 – Prime Coat .....	TP-11
Agreement .....	CD-2	Section 25 – Asphalt Tack Coat .....	TP-11
Faithful Performance Bond .....	CD-4	Section 26 – Asphalt Concrete Pavement (AC) .....	TP-12
Payment Bond .....	CD-6	Section 27 – Asphalt Rubber Hot Mix (AHRM) .....	TP-12
Workers' Compensation Insurance Certificate .....	CD-8	Section 28 – Pavement Compaction .....	TP-13
Indemnification and Hold Harmless Agreement Of Subrogation and Contribution .....	CD-9	Section 29 – Traffic Access and Rock Dust Blotter .....	TP-14
Insurance .....	CD-10	Section 30 – Adjust Utility Access Openings .....	TP-14
<b>GENERAL PROVISIONS</b>		Section 31 – Traffic Markings & Raised Markers .....	TP-14
PART 1 – SPECIAL PROVISIONS .....	SP-i	Section 32 – Fire Hydrant Marking .....	TP-14
Section 1 – Definitions .....	SP-1	Section 33 – Splicing .....	TP-15
Section 2 – Scope of Control of the Work .....	SP-2	Section 34 – Loop Detectors & Lead-in Cable .....	TP-15
Section 3 – Changes in Work .....	SP-6	Section 35 – Tree Removal .....	TP-15
Section 6 – Prosecution, Progress and Acceptance of the Work .....	SP-7	Section 36 – Tree Planting .....	TP-15
<b>TECHNICAL PROVISIONS</b>		Section 37 – Maintenance and Guarantee .....	TP-15
Section 1 – Specifications .....	TP-1	Section 38 – Incidental Work .....	TP-16
Section 2 – Working Hours and Days .....	TP-1	Section 39 – Inspectors .....	TP-16
Section 2 – Working Hours and Days .....	TP-1	Section 40 – Asphalt Tracking and Mitigation .....	TP-16
Section 3 – Progress Schedule .....	TP-1	Section 41 – Estimated Quantities .....	TP-16
Section 4 – Notification of Property Owners .....	TP-1	Section 42 – Submittals .....	TP-17
Section 5 – Extra Work .....	TP-1	Section 43 – Construction Water .....	TP-17
Section 6 – Construction Staging .....	TP-2	Section 44 – Utilities Location .....	TP-17
Section 7 – Property Site Maintenance .....	TP-2	Section 45 – Conduit .....	TP-17
		Section 46 – Pull Boxes .....	TP-21
		Section 47 – Traffic Signals .....	TP-23
		<b>APPENDIX</b>	
		APPENDIX A: FEDERAL-AID CONTRACT PROVISIONS	
		APPENDIX B: FEDERAL WAGE RATES	
		APPENDIX C: CITY STANDARD PLANS	



# 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

### Federal Bid Forms

- *Exhibit 12-X*
- *Exhibit 15-X...*

## DELIVERY OF PROPOSAL

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

## WITHDRAWAL OF PROPOSAL

The Proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the



place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals. No Proposal may be withdrawn after the hour fixed for opening bids.

## **MODIFICATIONS AND ALTERNATIVE PROPOSALS**

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

## **DISCREPANCIES IN PROPOSALS**

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

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

## **PROPOSAL GUARANTEE – BIDDER'S SECURITY**

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

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

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



## **DISQUALIFICATION OF BIDDERS**

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

## **ADDITIONAL REQUIREMENTS**

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

## **CONTRACT DOCUMENTS**

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



**BID PROPOSAL (BP)**

**NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM  
VERMONT AVENUE AND 133<sup>RD</sup> STREET**

**PROJECT NO. JN972**

**FEDERAL PROJECT No. HSIPL – 5276 (033)**

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

License No.: \_\_\_\_\_

D.I.R. No. \_\_\_\_\_

Email: \_\_\_\_\_

**To Be Submitted**

**WITH**

**Bid Package**



## BID PROPOSAL

PROJECT NO. JN972

FEDERAL PROJECT No. 5276 (033)

## BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET**

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 **25 Working Days** from the date the Notice of Proceed is issued by the Engineer.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
1	Mobilization/De-Mobilization (not to exceed 5% of total bid)	LS	1	\$	\$
2	Traffic Control	LS	1	\$	\$
3	Furnish and Install New 3" Conduit	LF	650	\$	\$
4	Furnish and Install New 4" Conduit	LF	50	\$	\$
5	Furnish and Install New #5 Pull Box	EA	3	\$	\$
6	Furnish and Install New #6 Pull Box	EA	5	\$	\$
7	Furnish and Install New #6E Pull Box	EA	1	\$	\$
8	Furnish and Install New 332 Cabinet on New Foundation	EA	1	\$	\$
9	Furnish and Install New 2070 Controller	EA	1	\$	\$
10	Furnish and Install New Type III-BF Service Cabinet with Breakers	EA	1	\$	\$
11	Furnish and Install New Type 1A Traffic Signal Pole on New Foundation	EA	2	\$	\$
12	Furnish and Install New Type 15TS Traffic Signal Pole on New Foundation	EA	1	\$	\$
13	Furnish and Install New Type 24-4-100 Traffic Signal Pole on New Foundation	EA	1	\$	\$

**TO BE SUBMITTED WITH PROPOSAL**



14	Furnish and Install New Type 26-4-100 Traffic Signal Pole on New Foundation	EA	1	\$	\$
15	Furnish and Install New 12" HAWK Vehicle Head on Traffic Signal Pole/Mast Arm	EA	6	\$	\$
16	Furnish and Install New Pedestrian Countdown on Pole	EA	4	\$	\$
17	Furnish and Install New APS Pedestrian Push Button	EA	4	\$	\$
18	Furnish and Install New Internally Illuminated Street Name Sign (IISNS)	EA	2	\$	\$
19	Furnish and Install New LED Luminaire	EA	3	\$	\$
20	Wire Intersection	LS	1	\$	\$
21	Furnish and Install New Retroflective Sign on Mast Arm with New Bracket	EA	2	\$	\$
22	Furnish and Install New Retroflective Sign on New Signal Pole	EA	11	\$	\$
23	Furnish and Install New Retroflective Sign on Existing Signpost	EA	8	\$	\$
24	Furnish and Install New Retroflective Sign on New Signpost	EA	14	\$	\$
25	Furnish and Install New Retroflective Sign on Luminaire Pole	EA	2	\$	\$
26	Sawcut and Remove Portion of Existing Ramp to Install Required Truncated Domes	EA	2	\$	\$
27	Construct New Case F Curb Ramp	EA	2	\$	\$
28	Construct New 6' Sidewalk	EA	1	\$	\$
29	Construct New Type G Curb Ramp and Curb Extension	EA	1	\$	\$
30	Remove Existing Conflicting Lane line Striping by Grinding	LF	110	\$	\$
31	Install New 12" White Limit Line	LF	120	\$	\$
32	Install New 4" Solid Lane Lines	LF	200	\$	\$

**TO BE SUBMITTED WITH PROPOSAL**



33	Install New Continental Crosswalk	SqFt	550	\$	\$
34	Install New Thermoplastic Pavement Marking	SqFt	256	\$	\$
35	Install New Thermoplastic Red Curb Marking	LF	45	\$	\$

### **BID SCHEDULE (Continued)**

**TOTAL CONTRACT BID:**

(Figures)        \$ \_\_\_\_\_

(Words) \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

**TO BE SUBMITTED WITH PROPOSAL**



## BID PROPSOAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### **ACKNOWLEDGEMENT OF ADDENDA RECEIVED**

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. \_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_ Date \_\_\_\_\_

Addenda will be issued only through the ARC Document Solutions and access under their Public Planroom ([www.crplanwell.com](http://www.crplanwell.com)). It is the Bidder's sole responsibility to visit the Planroom to obtain and administer any Addendum related to this bid. **An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.**

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



## **BID PROPOSAL**

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### **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. 972

FEDERAL PROJECT No. 5276 (033)

## **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. 972

FEDERAL PROJECT No. 5276 (033)

### **DECLARATION OF ELIGIBILITY TO CONTRACT**

**[Labor Code Section 1777.1; Public Contract Code Section 6109]**

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

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

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

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

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

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

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

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

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_

**TO BE SUBMITTED WITH PROPOSAL**



## BID PROPOSAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### 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: NEW PEDSETRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM  
VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972**

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**

BP-10



## BID PROPOSAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### **DESIGNATION OF SUBCONTRACTORS**

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

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

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

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number

Not more than \_\_\_\_%.

**TO BE SUBMITTED WITH PROPOSAL**



## BID PROPOSAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### **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. 972

FEDERAL PROJECT No. 5276 (033)

### **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:

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## BID PROPOSAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### **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-14



**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)**

**NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM  
VERMONT AVENUE AND 133<sup>RD</sup> STREET**

**PROJECT NO. JN972**

**FEDERAL PROJECT No. HSIPL – 5276 (033)**

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

**AFTER  
Award of Contract**



# CONTRACT DOCUMENT

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

## 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: **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM  
VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972**

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: 12-06-2022



# CONTRACT DOCUMENT

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

## **FAITHFUL PERFORMANCE BOND**

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

**PROJECT: NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM  
VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972**

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. 972

FEDERAL PROJECT No. 5276 (033)

### PAYMENT BOND

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

PROJECT:      **NEW PEDSETRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM  
VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972**

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. 972

FEDERAL PROJECT No. 5276 (033)

### **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. 972

FEDERAL PROJECT No. 5276 (033)

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

### **NEW PEDSETRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972**

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. 972

FEDERAL PROJECT No. 5276 (033)

## **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.



**NEW PEDESTRIAN CROSSWALK WITH HAWK  
SIGNAL SYSTEM PROJECT VERMONT AVENUE  
AND 133<sup>RD</sup> STREET, JN 972**

**FEDERAL PROJECT No. HSIPL – 5276 (033)**

**SPECIAL PROVISIONS**

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



# SPECIAL PROVISIONS

## TABLE OF CONTENTS

		<u>Page No.</u>
PREFACE:	STANDARD SPECIFICATIONS AND STANDARD DRAWINGS	SP-1
<u>Section 1:</u>	<u>Definitions</u>	SP-1
<u>Section 2:</u>	<u>Scope of Control of the Work</u>	SP-2
	2-1 Award and Execution of Contract	SP-2
	2-1.1 Proposal	SP-2
	2-1.2 Examination of Plans, Specification and Project Site	SP-2
	2-1.3 Interpretation of Drawings and Documents	SP-3
	2-1.4 Award of Contract	SP-3
	2-1.5 Execution of Contract	SP-4
	2-1.6 Return of Proposal and Guarantee	SP-4
	2-5.2 Precedence of Contract Documents	SP-5
	2-9.1 Permanent Survey Markers	SP-5
	2-9.2 Survey Service	SP-6
<u>Section 3:</u>	<u>Changes in Work</u>	SP-6
	3-5 Disputed Work	SP-6
	3-5.1 Retention of Imperfect Work	SP-6
<u>Section 6:</u>	<u>Prosecution, Progress and Acceptance of the Work</u>	SP-7
	6-1 Construction Schedule and Commencement of Work	SP-7
	6-7.2 Working Day	SP-8
	6-8 Completion and Acceptance	SP-8
	6-9 Liquidated Damages	SP-9
<u>Section 7:</u>	<u>Responsibilities of the Contractor</u>	SP-9
	7-1 Contractor's Equipment and Facilities	SP-9
	7-1.1 Contractor's Responsibility for Work	SP-9
	7-1.2 Notice and Service Thereof	SP-9
	7-1.3 Warranty of Title	SP-10



TABLE OF CONTENTS – continued

Page No.

7-2	Labor	SP-10
7-2.2	Laws	SP-10
	Additional Federal Prevailing Wage Requirements	SP-11
	Certificate of Eligibility	SP-11
	Non-Lobbying Certification	SP-11
7-3	Liability Insurance	SP-12
7-5	Permits	SP-13
7-6	The Contractor’s Representative	SP-13
7-10	Public Convenience and Safety	SP-14
7-10.1	Traffic and Access	SP-14
7-10.3	Street Closures, Detours, Barricades	SP-14
7-10.4.4	Edison Energized Conductors	SP-15
7-10.4.5	Emergency Provisions	SP-16
7-10.4.6	Hazardous Substances	SP-16
7-14	Antitrust Claims	SP-16
<u>Section 9</u>	<u>Measurement and Payment</u>	SP-17
9-3.2	Partial and Final Payment	SP-17
9-3.5	Work Performed Without Direct Payment	SP-17
<u>Section 10</u>	<u>Dispute Resolution</u>	SP-17
10-1	Request for Contract Adjustments and Relief	SP-17
10-1.1		SP-17
10-2	Dispute Avoidance and Resolution	SP-18
10-2.1		SP-18
10-2.2		SP-18
10-2.3		SP-18
10-2.4		SP-18
10-3	Arbitration	SP-18
10-3.1		SP-18
10-4	Claims Disputes	SP-18-19



SPECIAL PROVISIONS  
PROJECT NO. JN 972

PREFACE:     STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

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

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

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

**Section 1                      Terms, Definitions, Abbreviations and Symbols**

Section 1.2                      Definitions

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

- |     |                                |   |
|-----|--------------------------------|---|
| (a) | AGENCY                         | The City of Gardena, a California municipal corporation.  |
| (b) | BOARD                          | The City Council of the City of Gardena   |
| (c) | CONTRACT<br>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<br>OF CONTRACTOR | The legal address of the Contractor to be the address given on the Contractor’s bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.   |
| (g) | LABORATORY                     | An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract.  |



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

### Section 2-1                      Award and Execution of Contract

#### Section 2-1.1                      Proposal

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

The proposal shall be fully executed and submitted on the forms provided by the Agency and shall be enclosed in a sealed envelope marked and addressed as directed in the “Notice Inviting Bids”.

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

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

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

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

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

Bidders shall read the specifications, review the drawings and examine the existing facilities to fully understand the project in order to plan for the improvements as shown in the contract, including local condition, uncertainty of weather and all other contingencies.

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



### Section 2-1.3

### Interpretation of Drawings and Documents

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

If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, he may submit to the Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the Engineer and such addendum shall be considered a part of and incorporated in the Contract Documents.

### Section 2-1.4

### Award of Contract

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

After the Proposals have been publicly opened and read aloud, they will be checked for accuracy and compliance with all provisions as specified herein.

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

Bids subsequently shown to be mathematically unbalanced would be rejected as nonresponsive.

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

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

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

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

In selecting the lowest responsive responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the Agency that he or his associates are competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be



essential requirements. A showing of adequate financial resources may be required, but will not alone determine whether a bidder is competent to undertake the proposed work.

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

#### Section 2-1.5                      Execution of Contract

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

A bidder whose proposal is accepted shall properly sign a written contract with the Agency on the form attached hereto and return said contract together with good and approved bonds and insurance certificates as required by the Contract Documents within twenty-one (21) calendar days from the date of the mailing of a notice from the Agency to the bidder, according to the address given by him, of acceptance of his proposal. Contract bonds and certificates of insurance, if required, shall be filed in all instances before delivering any equipment, materials, or performing any work under the contract; also before any purchase order shall be issued. An executed Power of Attorney form shall be submitted with all contract bonds herein specified.

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

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

#### Section 2-1.6                      Return of Proposal and Guarantee

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

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



Section 2-5.2                      Precedence of Contract Documents

The following supersedes the provisions of Section 2-5.2:

The order of precedence of contract documents shall be:

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

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

Section 2-9.1                      Permanent Survey Markers

The following supersedes the provisions of Section 2-9.1:

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



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

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

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

#### Section 2-9.2                      Survey Service

The following supersedes the provisions of Section 2-9.2:

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

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

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

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

### **Section 3                      Changes in Work**

#### Section 3-5                      Disputed Work

##### Section 3-5.1                      Retention of Imperfect Work

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

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



## Section 6

## Prosecution, Progress and Acceptance of the Work

### Section 6-1.1 Construction Schedule

The Contractor's proposed construction schedule shall be submitted to the Engineer within fourteen (14) working days after the date of the contract execution. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

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.

### Section 6-1.2 Commencement of Work

City may establish a Notice to Proceed (NTP) date no later than thirty (30) 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:

Southern California Edison Co.	Tricia Miller	626.533.0640
Southern California Gas	Melissa Fukunaga: Tech Services Planning Attn: Lead Planner	213.231.7281
AT&T	Terrence Little	626.817.4252
AT&T	Raymond Dover	310.515.4257
Gardena Police	Dispatch	310.323.7911
Los Angeles County Fire Dept.		310.323.7911
Time Warner Communications	Arturo Fernandez	310.750.9099
Waste Resources of Gardena	Lorena Rodriguez	310.366.7600
Golden State Water Co.	Conde Ventura	310.436-6950 x107
Golden State Water Co.	Joseph Salcido	310.660.0320 x 101



Los Angeles County Flood Control	Daryll Chenoweth	626.458.3129
Los Angeles Sanitation District	Jon Ganz	562.908.4288
Metropolitan Water District,	Civil Eng. Substructures Section	213.217.7059
Chevron Pipeline Co.	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.

#### Section 6-7.2            Working Day

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

The Contractor's working hours shall be limited to the hours between 9:00 A.M. and 3:30 P.M., Monday through Friday except holidays. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

Contractor hereby acknowledges and shall be required to comply with the provisions of California Labor Code Section 1810 et seq. According to those sections, eight (8) hours of labor shall constitute a legal day's work. Contractor shall pay to the Agency a penalty of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day or forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead and travel time. The service fees will be deducted from any amounts due to the Contractor.

#### Section 6-8            Completion and Acceptance

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

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



Section 6-9

Liquidated Damages

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

The amount of liquidated damages is hereby amended to \$3,000 for each consecutive calendar day.

**Section 7                      Responsibilities of the Contractor**

Section 7-1                      Contractor's Equipment and Facilities

Section 7-1.1                      Contractor's Responsibility For Work

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

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

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

Section 7-1.2                      Notice and Service Thereof

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

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

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

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

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



### Section 7-1.3

### Warranty of Title

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

### Section 7-2

### Labor

#### Section 7-2.2

#### Laws

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

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

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

Contractor is advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, Contractor and all Subcontractors shall be required to pay not less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, and otherwise comply with the provisions of Section 1770 et seq. of the California Labor Code and any applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws"). Copies of such prevailing rates or per diem wages are on file at the office of the Gardena City Clerk and the office of the City Engineer, and copies shall be made available to any interested party on request. Contractor shall post a copy of the rates at the Project site. Contractor shall, as a penalty to the Agency, forfeit Fifty Dollars (\$50.00) (or any higher rate established by the California Prevailing Wage Laws) for each calendar day, or portion thereof, for each worker that Contractor or its Subcontractors pay at less than the prevailing rates, as determined by the Director, for such work or craft in which such worker is employed for any public work done under the Contract.



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

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

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows: Any project that was being monitored by the DIR's Compliance Monitoring Unit/Labor Commissioner as of **June 20, 2014** will continue to be monitored by the Labor Commissioner and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

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

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

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

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

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



### Additional Federal Prevailing Wage Requirements

Notwithstanding, the above is a federally assisted construction contract and Federal Labor standards, including Davis-Bacon requirements will be enforced. These requirements include submission to the City weekly, for each week in which any contract work is performed, a copy of payrolls in accordance with 29 CFR 5.5(a)(3)(1) and (ii). Failure to timely provide accurate and complete payroll reports shall constitute grounds for returning a payment request pursuant to Public Contracts Code section 201040.50. If Federal and State prevailing wage rates are applicable, then the higher of the two shall prevail.

### Certification of Eligibility

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

### Non-Lobbying Certification

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

### Section 7-3

### Liability Insurance

The following supersedes the provisions of Section 7-3:

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

### Workers' Compensation and Employer's Liability

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

### Comprehensive General Liability

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



- Aggregate - \$2,000,000

### Automobile Liability

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

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

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

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

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

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

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

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

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



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

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

#### Section 7-5                      Permits

The following supersedes the provisions of Section 7-5:

The Contractor will obtain, at no cost to the Agency, all permits necessary to perform the work on streets, highways, railways or other rights-of-ways including the City of Los Angeles. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to those permits required for night work, overload, blasting and demolition. For private contracts, the Contractor shall obtain all permits incidental to the work or made necessary by its operations, and pay all costs incurred by the permit requirements.

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

#### Section 7-6                      The Contractor's Representative

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

The Contractor shall furnish the Engineer with the name, address and cell/ business/home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

#### Section 7-10                      Public Convenience and Safety

##### Section 7-10.1                      Access

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

The Contractor shall provide temporary "No Parking" and all other signs which are necessary for the safe and orderly conduct of vehicular traffic as directed by the Engineer and as specified herein. He/She shall also provide an approval barricaded area in the parking lane for pedestrian traffic during such time as the parkway is unfit to be used for pedestrian traffic.

At such times as driveways are inaccessible due to the Contractor's work, they shall be blocked by two (2) Class II barricades or one (1) Class II barricade and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a barricade or delineator at each side. The Contractor shall give 24-hour notice to affected property owners prior to blocking any driveway.

The Contractor shall provide access for refuse collection on the regularly scheduled days. He shall also facilitate or assist in the collection where such work is hampered by his operations.

##### Section 7-10.3                      Street Closures, Detours, and Barricades



The Contractor shall not close any street within the City of Gardena without first obtaining the approval of the Engineer. Barricading, traffic control and detour diagrams in connection with street closures shall be submitted by the contractor as required by the Engineer.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the California Manual of Temporary Traffic Controls or W.A.T.C.H. Handbook. During adverse weather or unusual traffic or working conditions additional traffic devices shall be placed as directed by the Engineer. All traffic signs and devices shall also conform to the California Manual of Temporary Traffic Controls or W.A.T.C.H. Handbook.

The Contractor shall provide and maintain Type II barricades along excavation edges parallel to the flow of traffic at a maximum spacing of twenty-five feet. Type II barricades mounted with flashers shall be installed around work areas in parkways. Type II barricades shall have alternating reflective orange and reflective white stripes at an angle of 45 degrees. The strip width shall be in accordance with Table 5-1 "Barricade Characteristics" "Manual of Traffic Controls for Construction and Maintenance Work Zones".

During paving operations, barricades may be supplemented with minimum size eighteen-inch high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty feet. Traffic cones and delineators used within State right-of-way shall be a minimum size of twenty-eight inches high. At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five foot intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided at the nearest prior intersection. "No Left Turn" signs shall be provided wherever required by the Engineer.

When one-way access from a side street or alley is permitted, barricades and cones shall be provided at five-foot intervals for a distance of fifty feet on either side of the centerline of the intersecting street, or alley.

Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices, the Agency will place such necessary items and the Contractor shall be liable to the Agency for providing such devices in accordance with the following provisions:

1. For placing of barricades: \$5.00 per barricade for the first day or any part thereof and \$2.00 per barricade, per day, for each day thereafter or any part thereof. For flashers: \$2.50 per flasher for the first day or any part thereof and \$1.00 per flasher, per day, for each day thereafter or any part thereof. For traffic cones: \$1.00 per cone for each day or any part thereof.
2. In the event that the services of the Agency are required between the hours of 5:00 P.M. and 8:00 A.M., during the normal week or at any time on Saturday, Sunday or a Agency holiday, there shall be an additional charge to the above set forth minimums of \$188.00 for each service trip required.

Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the Engineer. Any signs which are damaged or found to be missing during the course of construction shall be replaced by the Contractor at his expense as directed by the Engineer. All other signs that interfere with the course of work and are not necessary for the safe flow of traffic will be removed and replaced by



the Agency. Traffic control signs include Stop Signs, Speed Limit, Parking Restrictions and other regulatory signs.

#### Section 7-10.4.4      Edison Energized Conductors

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

Contractor hereby promises and agrees that in the performance of the work specified in this Contract, it will employ and utilized only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: A person who by reason of experience or instruction is familiar with the operation to be performed and the hazards involved."

Contractor further promises and agrees that the provisions of this section shall be and are binding upon any subcontractor or subcontractors that may be retained by it, and that Contractor shall take such steps as are necessary to assure compliance by said subcontractor or subcontractors with the requirements of this section.

#### Section 7-10.4.5      Emergency Provisions

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

Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the Agency, an emergency exists of which the Agency is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the Agency, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the Agency may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the Agency may seem reasonable and necessary, all at the expense of the Contractor.

#### Section 7-10.4.6      Hazardous Substances

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

As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify the Agency of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by the Agency; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, the Agency shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute,



Contractor shall not be excused from any scheduled completion date and shall proceed with all work to be performed under the Contract, but shall retain all rights provided by the Contract and by law for making protests and resolving the dispute.

Section 7-14                      Antitrust Claims

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

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

**Section 9**                      **Measurement and Payment**

Section 9-3.2                      Partial and Final Payment

Section 9-3.2 is hereby deleted and replaced with:

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

Section 9-3.5                      Work Performed Without Direct Payment

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

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

**Section 10**                      **Dispute Resolution**

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

Section 10-1                      Requests for Contract Adjustments and Relief

Section 10-1.1                      If either Contractor or the Agency believes that it is entitled to relief against the other for any event arising out of or related to the work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in the applicable sections of this Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.



## Section 10-2

## Dispute Avoidance and Resolution

Section 10-2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and the Agency each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the work under the Contract.

Section 10-2.2 Contractor and the Agency will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and the Engineer.

Section 10-2.3 If a dispute or disagreement cannot be resolved through the Contractor's Representative and the Engineer, Contractor's Chief Executive Officer or similar senior representative and the Gardena City Manager, or designee, upon the request of the other party, shall meet as soon as conveniently possible, but in no case later than twenty (20) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meeting between the parties' senior representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

Section 10-2.4 If, after meeting, the senior representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may submit the dispute to binding or non-binding mediation. The mediation shall be conducted in any manner and by any person or mediation association mutually acceptable to the parties.

## Section 10-3

## Arbitration

Section 10-3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10-2 above may be decided by binding or non-binding arbitration. The arbitration shall be conducted in any manner and by any person or arbitration association mutually acceptable to the parties.

## Section 10-4

## 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, paragraph (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, 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.



## THECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

Section 1. Specifications

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

Section 2. Working Hours and Days

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

**If the Contractor works beyond the allowed working hours without prior written approval from the Engineer, the Contractor may be charged Five Hundred (\$500) for each occurrence as required by the Engineer. The amount will be deducted from a progress payment or bond.**

Section 3. Progress Schedule

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

Section 4. Notification of Property Owners and Tenants

The Contractor shall notify each property owner and/or tenant in the project area in writing five (5) working days prior to the start of construction. If pedestrian or vehicular access to private property is to be blocked, the Contractor shall again notify each property owner and/or tenant in writing five (5) working days prior to construction activities.

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

Section 5. Extra Work

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

- 1) Labor ..... 20
- 2) Materials ..... 15

**TECHNICAL PROVISIONS**

**-TP1-**



## THECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

- 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 6. Construction Staging

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

#### Section 7. Project Site Maintenance

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

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

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

Construction equipment shall not be stored at the construction site, any public



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

street or publicly owned facilities without approval of the City. Contractor shall store equipment at a contractor's rental yard.

#### Section 8. Existing Facilities

Any facilities, structures, water lines, landscaping, surfaces, signs, pavement markings, painted curbs, house numbers, etc., which are damaged during construction shall be restored to the satisfaction of the City. Damaged water lines shall be repaired immediately at no additional cost to the city.

#### Section 9. Access to Private Property

The Contractor shall be aware that business and residential access must be maintained at all times. The Contractor shall schedule operations to minimize interference with access to private property.

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

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

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

#### Section 10. Traffic Control

A minimum of two (2) lanes (one lane in each direction) shall be maintained at all times for a continuous flow of traffic, except as otherwise approved by the Engineer.

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

"Temporary No Parking" signs shall be posted no more than 100 feet apart at least 72 hours prior to work. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall not be posted on trees, traffic signal poles, utility poles, street lights, or any other



## **THECHNICAL PROVISIONS**

### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972**

#### **FEDERAL PROJECT No. HSIPL – 5276(033)**

street furniture. Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other approved material. "Temporary No Parking" signs shall be maintained by the contractor at all times and shall be approved by the Engineer prior to posting. Cover existing street signs as directed by the Engineer.

"Temporary No Parking" signs shall be implemented for one week only (M-F) at a time. Signs shall be removed and reposted each week as needed and approved by the City.

DURING PAVING OPERATIONS, THE CONTRACTOR SHALL PROVIDE INDIVIDUALS AND EQUIPMENT DESIGNATED TO PERFORM AND MAINTAIN TRAFFIC CONTROL ONLY. The Contractor shall furnish, place and maintain all temporary traffic control devices required for the safe and orderly flow of vehicular and pedestrian traffic during construction. All Traffic control shall conform to the California Manual of Temporary Traffic Controls (California M.U.T.C.D.) or Work Area Traffic Control Handbook (W.A.T.C.H. Handbook).

If traffic control measures are not in conformance with these provisions, the project shall be stopped until conformance is attained to the satisfaction of the Engineer.

At locations where excavations are left open overnight, flashing barricades shall be placed along the excavation at a maximum spacing of 20 feet. A minimum of 3 flashing barricades shall be placed at any one excavation.

Temporary striping will be permitted only on base course and pavement to be overlaid. Temporary pavement markings to be placed on new asphalt shall be spaced at 25 ft maximum and shall be removable without damage to the new overlay. Method of temporary markings shall be submitted to the Engineer for approval at the preconstruction meeting.

The Contractor shall submit and obtain written approval of traffic control plans from the Engineer five (5) working days prior to implementing.

**Temporary lane closures shall be allowed during working hours specified in these Technical Provisions. Temporary lane closures maintained beyond the normal working hours may have a negative economic effect on the local residential, commercial/industrial**

**TECHNICAL PROVISIONS**

**-TP4-**



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

business, and traveling public. Unless the Contractor secures prior written approval from the Engineer to maintain temporary lane closures beyond the working hours allowed, the Engineer may deduct a fee from a progress payment or bond for each temporary lane closure maintained beyond the allowed working hours. The fee will be assessed at a rate of Five Hundred (\$500) per each travel lane per each thirty (30) minute interval, or fraction thereof as required by the Engineer. In no event will work be allowed past 5pm.

#### Section 11. Excavation

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

#### Section 12. Asphalt Pavement Removal

The edges of asphalt pavement remaining in place shall be sawcut and shall have clean, solid vertical faces. The edges of asphalt pavement broken during construction shall be resawn and removed before surfacing material is placed at the expense of the Contractor

All edges shall be parallel or perpendicular to curb faces except cuts around objects shall be on a curvilinear cut, a maximum 4 inches departure from the straight cut every 2 feet.

Costs for Asphalt Pavement Removal shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

#### Section 13. Concrete Removal

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

TECHNICAL PROVISIONS

-TP5-



## THECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

and planting of a new tree shall be per unit cost.

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

**Concrete removed shall be replaced within five (5) days after removal. All restorations shall be completed a maximum of five (5) days after concrete placement (i.e. backfill, grading of dirt, asphalt repave etc.) One Hundred (\$100) dollars per calendar day and location shall be charged to the Contractor for failure to comply with the above schedule as required by the Engineer.**

Costs for concrete removal shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

#### Section 14. Crushed Miscellaneous Base

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

The City may hire a qualified soils engineer to perform all tests required in accordance with the "Greenbook". If the material furnished by the Contractor fails any tests, the Contractor shall remove said material and shall complete the construction of the crushed miscellaneous base (CMB) with material acceptable to the Engineer at no extra cost to the City.

Costs for base material (CMB) shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

#### Section 15. Portland Cement Concrete

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

Costs for Portland Cement Concrete shall be incidental and included in the bid



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

item of work for which it is required, and no additional payment will be allowed therefore.

#### Section 16. Concrete Sidewalks

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

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

Payment and measurement for the **“Remove and Construct PCC Sidewalk Complete”** shall be per **square footage (SF)** of sidewalk removed and constructed to limits shown on Contract Drawings. Full compensation for this item shall include all labor, materials, crushed miscellaneous base (CMB) under sidewalk, adjustments of any utility boxes to grade, equipment, tools and incidentals, removal and disposal of material, for doing all the work involved.

#### Section 17. Concrete Curb & Gutter

Concrete curb and gutter construction shall include removal and disposal of existing interfering structures, objects, soil, etc. **“Remove and Construct PCC Curb and Gutter Complete”** payment and measurement bid items shall comply with this section.

Curb & gutter to be replaced shall be installed per plan within the limits of the replacement. Re-painting of newly constructed curbs along the project corridor shall match existing color where applicable.

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

Payment and measurement for the **“Remove and Construct PCC Curb and Gutter Complete”** shall be per **linear foot (LF)** of curb and gutter or curb removed and constructed to limits shown on Contract Drawings. Full compensation for this item shall include all labor, materials, equipment, tools, re-painting of curbs, and incidentals, removal and disposal of material, on-site surveying and field design required to ensure proper drainage, and for doing all

TECHNICAL PROVISIONS

-TP7-



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

the work involved.

Contractor shall ensure curb and gutter and pavement slopes to drain properly. Any low spots created by the new improvements shall be removed and reconstructed at the Contractor's expense

#### Section 18. Concrete Curb Ramp

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

The following requirements are needed to comply with applicable standards:

- Slope of Ramp (Y) < 8.33%
- Slope of wing on side of ramp (X1 and X2) < 10%
- Landing at top of ramp (L) < 2.00%
- Must have grooves at edge of ramp
- A lip cannot be present where ramp meets gutter
- Use of truncated domes, minimum 36"

Contractor to furnish and install detectable warning surfaces at all locations called out in the contract drawings. Detectable warning surfaces (DWS) shall conform to Federal Standard 585C color number FS33538 (yellow) and shall be integral with DWS. Surface coatings such as paint shall not be allowed to be applied on the DWS. The truncated domes of the DWS shall have in-line pattern and shall be part of a prefabricated surface panel

Costs for Detectable Warning Surface shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

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

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



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

Removal, disposal and construction of adjacent curb & gutter, spandrel, cross gutter, and 24 to 72 in. wide hot mix asphalt paving (C2 PG64-10) over 6 in. thick C.A.B. shall be included. **Ramp shall be poured separately from curb and gutter (min. 24hrs after curb and gutter).**

Payment and measurement for **“Remove and Construct PCC Curb Ramps Complete”** shall be per **each (EA)** curb ramp location removed and constructed to limits shown on Contract Drawings, or from BCR to ECR if not otherwise shown. Full compensation for this item shall include all labor, materials, crushed miscellaneous base (CMB), equipment, tools, adjustments of any utility boxes to grade, re-painting of curbs, removal and disposal of material, and incidentals, for doing all the work involved.

#### Section 19. Curb Ramps (Modified)

Curb ramp shall be per Section 18, except concrete spandrel shall be sawcut 6" from curb face and minimum asphalt replacement will be required if any.

#### Section 20. Survey and Monumentation

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

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

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

TECHNICAL PROVISIONS

-TP9-



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

copy of the recorded corner records shall be given to the Engineer prior to final payment.

#### Section 21. Driveways, Approach, Alley Intersection, Spandrels and Cross Gutters

Construction shall include removal and disposal of interfering structures, objects and soil.

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

#### Section 22. Cold Milling

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

The City has investigated the street section and determined that pavement section has variable depths of asphalt and Portland cement concrete pavement, however, any presence of pavement fabric, petromat or irregular material shall be included in the bid item price for "cold milling" and no extra payment shall be made.

Areas of distorted pavement shall also be cold milled to a smooth uniform surface.

**COLD MILLED AREAS SHALL NOT REMAIN UNPAVED OVER MORE THAN ONE WEEKEND.**

**NOTE: ON LOCAL RESIDENTIAL STREETS, COLD MILLED AREAS SHALL NOT REMAIN UNPAVED OVER MORE THAN ONE DAY; ALL COLD MILLED AREAS SHALL BE PAVED THE FOLLOWING DAY.**

#### Section 23. Crack Sealing and Pavement Preparation

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



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

<u>Cracks, Joint Widths</u>	<u>Required Sealing Method</u>
1/4 " to 1/2 "	Rout to 1/2" wide, 1/2 " deep Fill with Sealant*
1/2" to 3/4"	Fill with sealant*
Greater than 3/4"	Fill with hot mix asphalt paving (F-AR4000)

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

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

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

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

The lump sum (LS) unit price for “**Crack Sealing**” shall include full  
compensation for furnishing all labor, materials, equipment, tools and incidentals  
for doing all the work involved in crack sealing existing pavement cracks, joints,  
spalls and cracks around utility patches complete in place, and no additional  
compensation shall be made.

#### Section 24. Prime Coat

Prime coat shall be applied to all subgrade surfaces prior to asphalt hot mix  
surfacing.

The prime coat shall be Grade SC-250 liquid asphalt uniformity per Green Book  
requirements.

#### Section 25. Asphalt Tack Coat

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



## THECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

overlay.

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

Payment for Asphalt Tack Coat will be included in the bid item **“Furnish and Install Asphalt Rubber Hot Mix (ARHM)”**, TS Section 27, no additional compensation shall be made for all the work involved.

#### Section 26. Asphalt Concrete Pavement (AC)

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

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

BOTTOM DUMPING OF ASPHALT PAVING SHALL NOT BE ALLOWED.

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

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

Costs for Asphalt Concrete Pavement (AC) shall be incidental and included in the bid item of work for which it is required, and no additional payment will be allowed therefore.

#### Section 27. Asphalt-Rubber Hot Mix (ARHM)

Feather join edges shall be made along straight lines by hand raking out all



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

heavy aggregates prior to rolling to produce a smooth uniform surface. Compacted edge along gutter lip shall be 3/8 inch in height.

ASPHALT-RUBBER SHALL BE CLASS ARHM-GG-C,  
SSPWC SECTION 203-11 WET PROCESS AND SECTION 302-9.

BOTTOM DUMPING OF ASPHALT PAVING SHALL NOT BE ALLOWED.

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

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

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

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

Payment for the **“Furnish and Construct Asphalt Rubber Hot Mix (ARHM)”** shall be per tonnage (TON) of asphalt rubber hot mix constructed to limits shown on Contract Drawings. Full compensation for this item shall include all labor, materials, equipment, tools and incidentals for doing all the work involved.

#### Section 28. Pavement Compaction

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



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

Payment for Pavement Compaction will be included in the bid item “**Construct Asphalt Rubber Hot Mix (ARHM)**”. No additional compensation shall be made for all the work involved.

Section 29. Traffic Access and Rock Dust Blotter

Rock dust blotter shall be provided and uniformly applied using a mechanical spreader at a rate of approximately 1.65 kilogram per square meter. The cost for this work shall be included in the bid item “**Construct Asphalt Rubber Hot Mix (ARHM)**”.

Section 30. Adjust Utility Access Openings

Adjustment of utility access openings shall include all work required to set access frames and covers flush with pavement. Adjustment of utility access openings shall be incidental to the associated item of work, and no additional payment will be made therefore.

Section 31. Traffic Markings and Raised Pavement Markers

Furnishing and installation of traffic markings shall include all work required to place raised pavement markers, thermoplastic material and curb paint.

Legends and crosswalks shall consist of thermoplastic material with glass bead finish.

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

Section 32. Fire Hydrant Marking

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

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



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

##### Section 33. Splicing

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

##### Section 34. Loop Detectors and Lead-In Cable

Loop detector wire shall be Type 2 and loop detector lead-in cable shall be Type B per Section 86-5.01A(4) of the State of California, Department of Transportation Standard Specifications, and latest edition.

##### Section 35. Tree Removal

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

##### Section 36. Tree Planting

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

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

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

##### Section 37. Maintenance and Guarantee

Maintenance period shall be one year and shall commence after work has been completed and approved by the City of Gardena Council.



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

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

#### Section 38. Incidental Work

All work and materials required by the plans and specifications, and not specifically listed in the bid schedule items of work, shall be considered incidental and no additional payment shall be made therefore. Incidental items shall include, but not be limited to, mobilization; implementation of the SWPPP and Best Management Practices for the protection of storm drain structures; adjusting utility access covers to grade; saw cutting; excavation and disposal of materials; survey; traffic control and coordination of utilities.

#### Section 39. Inspections

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.**

#### Section 40. Asphalt Tracking Prevention and Mitigation

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

#### Section 41. Estimated Quantities

The quantities shown on the Bid Schedule are approximate only. The Contractor will be paid for the actual quantities of work based on approved field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

performed or materials furnished, or to delete any item, in accordance with the Specifications. Additional bid item work shall be completed within the total working days in these specifications. Additional working days maybe allowed with the approval of the engineer.

#### Section 42. Submittals

Provide submittals as requested by the engineer.

#### Section 43. Construction Water

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

#### Section 44. Utilities Location

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

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

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

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

#### Section 45. Conduit



## **THECHNICAL PROVISIONS**

### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972**

#### **FEDERAL PROJECT No. HSIPL – 5276(033)**

##### *45-1 General*

Conduit shall conform to the provisions in Section 86-2.05, “Conduit” of the Caltrans Standard Specifications and these Technical Provisions.

##### *45-2 Requirements*

It is required that all conduit will be installed by directional drill method and be high density polyethylene (HDPE) Schedule 80 UL continuous conduit. HDPE conduit shall be designed and engineered for direct burial, directionally drilled installation, or encased underground applications, and shall be installed at locations as shown on the plans.

The PVC Schedule 80 UL conduit shall be designed and engineered for direct burial or encased underground applications, and shall be installed at the pull box modification locations where conduit elbows are upgraded to sweeps, or as shown on the plans. The PVC conduit shall be straight and the ends shall be cut square to the inside diameter. The PVC conduit system shall be designed so that straight sections and fittings will assemble without the need for lubricants or cement.

All conduits shall be free from defects including non-circularity, foreign inclusions, etc. It shall be nominally uniform (as commercially practical) in color, density, and physical properties.

If new conduit is being installed into an existing pull box location, the Contractor shall protect existing pull box and conduit from damage. Should the existing pull box and/or conduit become damaged, the Contractor shall repair and/or replace damaged pull box and conduit at the cost of the Contractor and not the City. Prior to repair/replacement, the Contractor shall notify the City of exact location and contents of damaged pull box and conduit.

All pavement markings shall be returned to existing conditions. If disturbed, the Contractor shall replace or repair any and all pavement markings. All work shall be approved by the Engineer.

If any new conduits cross any existing oil pipes, specific requirements shall be enumerated to assure compliance within their easement. Contractor shall coordinate with the Utility Company that owns the oil pipes.



## **THECHNICAL PROVISIONS**

### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972**

#### **FEDERAL PROJECT No. HSIPL – 5276(033)**

The Contractor shall obtain written approval from the Engineer before installing any conduit.

#### *45-3 Quality Control*

All conduits furnished, as part of the Contract shall be new, UL-listed, and meet NEMA and NEC requirements pertaining to electrical conduits and components.

#### *45-4 HDPE Schedule 80 Continuous Conduit*

The size of the HDPE conduit shall be as shown on the plans and shall meet the following requirements:

The HDPE Schedule 80 continuous conduit shall conform to NEMA TC-2 and UL651B.

The conduit leading to splice vaults or pull boxes shall be terminated with a manufacture-produced terminator connector to seal the wall of the spice vault/pull box.

The conduit shall be color coded black.

The conduit shall also be marked with data traceable to plant location, date, shift, and machine of manufacture.

*Conduit shall be Carlon or Endot made or approved equivalent.*

#### *45-5 PVC Schedule 80 Conduit*

The size of the PVC Schedule 80 conduit shall be as shown on the plans and shall meet the following requirements:

The PVC Schedule 80 conduit shall conform to NEMA TC-2 and UL 651 specifications.

The conduit shall have an extended 6" integral "bell" end.

The conduit shall have a circumferential ring on the spigot end, which shall be used to insure proper insertion depth when connecting conduit ends.



## **THECHNICAL PROVISIONS**

### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972**

#### **FEDERAL PROJECT No. HSIPL – 5276(033)**

The conduit shall also be marked with data traceable to plant location, date, shift, and machine of manufacture.

A complete line of fittings, adapters, and bends (sweeps) shall be provided by the conduit manufacturer and shall be manufactured from the same materials and manufacturing process as the conduit. The complete system will allow for all these fittings: Coupling Kits, Manhole Terminator Kits, Lubrication Fittings, and Repair Kits.

Conduit shall be Carlon or Endot made or approved equivalent.

#### ***45-6 Installation***

Boring or drilling methods shall be used for the installation of new conduit, as trenching in pavement method is not allowed unless previously approved by City Engineer.

Rigid metal drill rod to be used as a drilling or jacking rod for new conduit shall be fitted with suitable drill bits for the size as approved by the Engineer. Conduit runs shall be installed continuous in same type material from the beginning to the terminating end of the run.

Conduits terminating in "Signal Interconnect" pull boxes shall utilize 45° bend elbows rather than 90° elbows.

Conduit runs are shown on the plans in schematic form only. The actual installation shall be completed in the most direct manner possible without interfering with existing underground facilities. The Contractor shall locate all interfering underground utilities as required by the State Standard Specifications to facilitate the installation of the conduits in the most direct manner, and minor changes will not constitute extra work.

All conduit ends shall have an approved bell bushing installed.

Non-metallic conduits without a grounding conductor shall have a bare #8 AWG solid copper wire that shall terminate at each pull box and at the ends of conduit runs. Eighteen (18) inches of the solid copper wire shall be coiled in each pull box. After conductors have been installed, the ends of conduits terminating in pull boxes; the controller cabinet or other terminating facilities



## THECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

shall be sealed with an approved type of sealing compound (duct seal only).

#### Section 46. Pull Boxes

##### *46-1 General*

Pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes" of the Caltrans Standard Specifications and these Technical Provisions.

##### *46-2 Pull Box and Pull Box Cover*

Pull boxes shall conform to the provisions in the latest version of the Caltrans Standard Specifications and Standard Plan ES-8 and these Special Provisions for TRAFFIC pull boxes.

All new TRAFFIC pull boxes shall be pull box number 6 (PB#6), or pull box number 6 with extension (PB#6E), or pull box number 6 traffic rated (PB#6(T)) as noted on the Plans. PB#6 shall have nominal dimensions of 36 inch L x 24 inch W x 12 inch D, as stated in these Special Provisions and per the Plans. PB#6E shall have nominal dimensions of 36 inch L x 24 inch W x 24 inch D, as stated in these Special Provisions and per the Plans. PB#6(T) shall have nominal dimensions of 36 inch L x 24 inch W x 12 inch D, and shall have a steel lid rated for regular traffic as stated in these Special Provisions and per the Plans.

Pull boxes shall be provided with locking mechanisms as specified in the Caltrans Standard Plans.

Where pull boxes are installed in sidewalk, sidewalk shall be removed and replaced from score line to score line as directed by Engineer.

Pull boxes and covers in the sidewalk or behind the curb shall be per below, Christy "Fiberlite" models, or Engineer approved equivalent, unless otherwise noted on the Plans.

<u>Size</u>	<u>Approved Models</u>
#5 Box	Christy N30 Electrical Box
#5 Lid	Christy FL30T
#6 Box	Christy N36 Electrical Box



## THECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

#6 Lid	Christy FL36T
#6 Box (Traffic Rated)	Christy B1730
#6 Lid (Traffic Rated)	Christy B1730-51JH
#6E Extension	Christy B36X12

Covers for pull boxes, except for ceiling pull boxes, shall be marked as follows:

- (a) “TRAFFIC SIGNAL”: Where pull box contains traffic signal conductors with or without street lighting conductors. Traffic signal conductors include all field wiring, and loop detector conductors and video coaxial cables.
- (b) “TRAFFIC S.I.C.”: Traffic Signal Interconnect copper cable or Communications cable.
- (c) “TRAFFIC F.O.”: Traffic Signal Interconnect Fiber Optic Communications cable.
- (d) “STREET LIGHTING”: Where a pull box contains street lighting conductors only. “HIGH VOLTAGE” shall be added where street lighting voltage is above 600 volts.
- (e) “TELEPHONE”: Where pull box contains telephone conductors only.
- (f) “EDISON”: Where pull box contains Southern California Edison Company conductors.

#### 46-3 *Installation Requirements*

**Any area disturbed by Contractor at/near an existing pull box shall have pull box replaced new.**

Grouting is required at the bottom of all pull boxes, unless otherwise specified by Engineer.

Within the pull box, the conduit shall be placed in a manner such that the lowest portion of the opening shall be a minimum of two (2) inches above the grouted bottom of the pull box, and the upper portion of the opening shall be a minimum of eight (8) inches from the top of the pull box.



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

The conduit shall also be placed in a manner that will allow any cables/wires to be pulled in a straight line and clear the side of the pull box by a minimum of two (2) inches (angle of exit.)

All broken or damaged pull boxes and pull box lids shall be replaced and adjusted to grade. No new or existing pull box shall be located within one (1) foot of any curb ramp.

Contractor shall install new pull boxes in order to complete the new traffic signal system as specified on plan(s). The Contractor may, upon approval and at his expense, install additional pull boxes to facilitate his work. New pull boxes shall be placed with their tops flush with surrounding finish grade.

#### Section 47. Traffic Signals

##### *47-1 General Requirements*

The contract requires completion of all work in accordance with these technical specifications and, where applicable, the Caltrans Standard Specifications, October 2018; and the Caltrans Standard Plans, October 2018, or the most recent editions, thereof.

Furnishing and installing traffic signals, highway lighting, and sign illumination systems, shall conform to the provisions in Section 86, "Signals, lighting and Electrical Systems" of the State Standard Specifications, and State Standard Plans dated October 2018, and these Special Provisions. The State Standard Specifications shall hereinafter be referred to as the SSS and the State Standard Plans will hereinafter be referred to as the SSP.

In addition to the regulations and code specified in Section 86-1.03, "Regulations and Code," of the SSS, all work and materials shall be in accordance with the Regulations of the Southern California Edison Company pertaining to service equipment and installations thereof.

##### Reference Specifications and Standard Plans

1. Standard Specifications Except as modified herein, materials and installation shall conform to the California Standard Specifications, October 2018. All references in this section to "Standard Specifications" shall be understood to be referenced to the California Standard Specifications.



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

2. Standard Plans Except as modified herein, all references in this section to "Standard Plans" shall be understood to be referenced to the California Standard Plans, October 2018.

3. Codes, Ordinances and Regulations All electrical materials and equipment furnished and installed under this section shall conform to the referenced regulations and codes specified in Section 86-1.02 of the Standard Specifications, and to all other ordinances and regulations of the authorities having jurisdiction.

When reference is made to the Code, Safety Orders, General Orders, or Standards, reference shall be construed to mean the Code, Order or Standard in effect on the date set for receipt of bids.

#### Description

Furnishing and installing traffic signals and highway lighting systems and payment therefore shall conform to the provisions in Section 86, "Signals and Lighting", of the Standard Specifications (dated October 2018) and the Standard Plans of the State of California, Department of Transportation (dated October 2018) and these special provisions.

#### *47-2 Removing, Reinstalling or Salvaging Electrical Equipment*

Hauling and stockpiling of salvaged material off the right-of-way, as directed by the City Engineer, shall be included in the lump sum price for signal construction.

All salvaged equipment shall be returned to the City of Gardena Public Works Department at the following address:

1717 W 162nd St  
Gardena, CA 90247  
(310) 217-9568

#### *47-3 Installation*

When new conductors are to be added or existing conductors are to be removed from existing conduit, all conductors shall be removed; the conduit shall be cleaned as provided in Section 86-2.05C, "Installation"; and both old



## **THECHNICAL PROVISIONS**

### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972**

#### **FEDERAL PROJECT No. HSIPL – 5276(033)**

and new conductors, as shown on the plans, shall be pulled into the conduit as a unit.

#### *47-4 As-Built Prints*

A set of blueline prints and a set of specifications will be kept at all times at the job site, on which all changes or variations in the work, including all existing utilities are to be recorded, in red, and/or corrected daily, and submitted to the Construction Manager (CM) when the work to be done is complete. These "As-Built" prints shall also indicate, in red, all deviations from the contract plans, such as: location of poles, pull boxes and runs, depths of conduit, number of conductors, and other appurtenant work.

#### *47-5 Foundations*

Foundations shall conform to the provisions in Section 86-2.03, "Foundations," of the SSS, and these Special Provisions.

The Contractor shall mark the location of all foundations, including poles, controllers, and service enclosures, and allow the City Engineer 48 hours to review and approve the locations.

#### *47-6 Standards, Steel Pedestals and Posts*

Signal pole equipment shall conform to the provisions in Section 86-2.04, "Standards, Poles, Steel Pedestals, and Posts," of the CALTRANS Standard Specifications and these Technical Provisions.

Contractor is responsible for supplying and installing new signal pole material and equipment called out on project plan(s).

New standards shall be installed with three (3) feet minimum clearance between the pole face and curb face, unless otherwise shown on Plans or approved by Engineer. Standards shall be set at (2) inches above grade in all existing or future sidewalk grades and/or unpaved areas. Contractor is required to pour a (4) inch thick concrete cap that is (1) foot wider than the standard base plate.

Pipe Tenons shall be provided as detailed on Standard Plan ES-7M, "Electrical Systems (Signal and Lighting Standards Details No. 1)". Mid-tenon shall not be constructed when noted on pole schedule.



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

In addition to identifying each new pole shaft as detailed on ES-7M of the State Standard Plans, the Contractor shall also identify each signal and luminaire mast-arm. The stamped metal identification tag shall be located on the signal or luminaire mast-arm near the butt end and shall contain the same information required by ES-7M. All pole tags shall include name of the manufacturer and shall be visible from the road surface.

New standards shall not be erected or installed until the new concrete foundations have set at least one week (7 days) and all new conduit, pull boxes, wiring, and other underground installation is complete and in place; and new signal faces, signs, and other materials required to complete the installation in its entirety have been inspected, and are in the Contractor's possession and available for immediate installation.

If applicable, all salvaged equipment not identified to be salvaged to the City shall become property of the Contractor, unless otherwise specified on plan.

If applicable, Contractor, at his/her own expense, shall arrange for the filling of any unused holes left in the pole shafts and signal or luminaire arms after drilling, with a full thickness galvanized metal disk welded to the pole or arm. Grind, sand, and paint with cold galvanized material.

The cost of removing, supplying, installing, and transportation of each standard, steel pedestal and post, and anchor bolts shall be included in the bid item price paid for the traffic signal work, and no additional compensation shall be allowed therefor.

#### *47-7 Conductors and Wiring*

Conductors and cables shall conform to the provisions of Section 86-2.08, "Conductors and Cables," and wiring shall conform to the provisions of Section 86-2.09, "Wiring," of the State Standard Specifications and these Technical Provisions.

Signal cable shall be installed continuously and without splices between terminal block and signal cabinet, unless otherwise approved by the Engineer or his field representative. As indicated in the California MUTCD, Table 4D-107 (CA), Available Conduit Area, as a practical limit, conductors and wiring on projects for new installations should be installed to meet the 26% conduit



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

fill limitation. Projects for existing conduit should be installed to meet the 35% conduit fill limitation.

Nylon jacketed conductors shall not be used. Conductors No. 8 AWG and larger shall be stranded. Plastic conduits containing power circuit conductors shall have a bare No. 8 AWG solid grounding copper conductor that shall terminate at each pull box at the ends of the conduit run.

Splices shall be Type C as shown on State Standard Plan ES-13A, insulated by Method B.

Conductors No. 10 AWG or larger shall be spliced by the use of "C" shaped compression connector, and soldered.

Signal cable shall be installed for phase wiring in lieu of individual conductors, unless otherwise shown on the plan(s).

#### *47-8 Bonding and Grounding*

Bonding and grounding shall conform to the provisions in Section 86-2.10, "Bonding and Grounding" of the SSS, and these Special Provisions.

Grounding jumper shall be attached by a 3/16," or larger, brass bolt in the single standard or controller pedestal and shall be run to conduit, ground rod, or bonding wire in adjacent pull box.

Grounding jumper shall be visible after cap has been poured on the foundation.

#### *47-9 Service*

Electrical service shall conform to the provisions in Section 86-2.11, "Service," of the CALTRANS Standard Specifications and these Technical Provisions.

Unless otherwise noted on plan(s), Contractor shall install new 120/240V modified Type III-BF service cabinet made of corrosion resistant 0.125" natural aluminum with exterior raw aluminum finish to match the controller cabinet. All exterior hinges shall be piano-type stainless steel.

The 120/240V service equipment wiring shall consist of a 120V non-metered circuit for safety luminaires, and a 120V metered circuit for the traffic signal.



## **THECHNICAL PROVISIONS**

### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972**

#### **FEDERAL PROJECT No. HSIPL – 5276(033)**

A 40-amp metered signal breaker, non-metered 30-amp lighting breaker, and a metered 15-amp IISNS breaker and (2) 15-amp photocell control breakers shall be provided from the service panel. Provide (2) 3-pole 65-amp contactors and (2) test switches for lighting and IISNS.

Photoelectric controls shall conform to the provisions in Section 86-6.11, "Photoelectric Controls", of the Caltrans Specifications and these Technical Provisions. Two delayed response Type V photoelectric controls and test switches shall be provided for lighting and IISNS. Two (2) photoelectric window shields shall be installed on service cabinet. A shield shall be provided over the sensor openings to prevent direct light sources, such as vehicle headlights, from affecting the switching mechanism.

Service shall be TESCO CLASS 28-105, or approved equal. Service cabinet shall meet Eurserc 308 and the requirements of the serving utility. The service cabinet shall bear a UL508 industrial control panel for service entrance equipment. The cabinet shall be completely pre-wired in the factory. Wiring shall conform to NEMA IIB standards showing external connections and external equipment.

Service equipment enclosures shall conform to the following, unless otherwise shown on plan(s):

1. 120/240 volt, Type III-BF (modified) meter service, as indicated on the plan.
2. Circuit breakers shall be industrial grade, Westinghouse Quicklag C, or approved equal.

Circuit breakers required:

1 - 100 Amp 3-pole	(240V signal main, lighting main)
1 - 30 Amp 1-pole	(120V spare - metered)
1 - 30 Amp 1-pole	(120V safety lighting - unmetered)
1 - 50 Amp 1-pole	(120V signal circuit - metered)
1 - 15 Amp 1-pole	(120V safety lighting photoelectric control circuit-unmetered)
1 - 20 Amp 1-pole	(120V IISNS circuit - metered)
1 - 20 Amp 1-pole	(120V IISNS photoelectric control circuit)



## **THECHNICAL PROVISIONS**

### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972**

#### **FEDERAL PROJECT No. HSIPL – 5276(033)**

3. Circuit breakers and test switches shall be marked with identifying labels for each circuit breaker.

Type V photoelectric control contactor and test switch assembly shall be installed in the service cabinets. Photoelectric control contactors shall be as follows:

Luminaires - (1) 3-pole 65-amp  
IISNS - (1) 3-pole 65-amp

Photoelectric control assembly for the IISNS and lighting shall be installed within the circuit breaker compartment of the service cabinet enclosure, and accessible to the City after installation of electrical meter.

If service equipment cabinet designs deviates in any way from these technical provisions or the details shown on the plans, details of such deviation shall be submitted to the Engineer for review and approval before fabrication of the contract cabinet(s).

If deemed necessary by the Engineer, one complete prototype cabinet shall be delivered to the Engineer for review at least (15) days before fabrication of the contract fixtures. The prototype cabinet will be returned to the Contractor, and if permitted by the Engineer, the cabinet may be installed in the work.

The Contractor shall arrange with the Southern California Edison Company for final electrical service connections in conformance with the requirements of said utility and these Technical Provisions and shall pay all required contractor-related costs and fees required by the utility.

The Contractor shall notify the Engineer in writing at least (15) calendar days in advance of the date on which he desires any service connections or disconnects to be made. The Contractor shall be entitled to no extension of time or other compensation for any delay to this operation resulting from his failure to give the prescribed notification.

It shall be the Contractor's responsibility to verify the location of, and to make arrangements for providing the necessary electrical connections for the traffic signal and lighting systems. The City will be responsible for the costs from the electrical utility provider.



## **THECHNICAL PROVISIONS**

### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972**

#### **FEDERAL PROJECT No. HSIPL – 5276(033)**

City will pay all connection fees and sign authorization for power connection.

The bid item price for traffic signal work shall include the costs to provide electrical service(s), all necessary hook-ups, breakers, conduit and conductors, labor, materials, tools, and equipment necessary to install the service in place as shown on plans, and no further compensation shall be allowed therefor.

#### Service Cabinet Fabrication:

Maximum width 16" maximum, height 48" maximum, depth 17" maximum. Cabinet shall be fabricated from raw aluminum, with no protruding cabinet hood extensions.

The exterior of the cabinet shall be raw aluminum finish.

There shall be no exposed nuts, bolts, screws, rivets or other fasteners on the exterior.

Cabinets shall be equipped with a Corbin No. 2 locking system.

Cabinet shall have 2,000-pound stress-rated steel hasp, welded to the cabinet and door.

Distribution and control panel shall have separate hinged deadfront panels with ¼ latch and knurled knobs.

Breaker compartment shall have a safe barrier from the control compartment.

Removable back pan shall be mounted on (4) welded ¼" studs.

All circuit breakers shall be installed in a vertical position, handle up for "On" and handle down for "Off".

Circuit breaker shall be industrial grade, Westinghouse Quicklag C, or approved equal.

All main bussing shall be UL approved copper THN cable bussing fully-rated for 125 amps.

#### *47-10 Testing*

Testing shall conform to the provisions in Sections 86-2.14B and 86-2.14C,



## THECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

"Field Testing," and "Functional Testing", respectively, of the Caltrans Standard Specifications and these Technical Provisions.

The Contractor will be responsible for all the costs involved in testing the controller cabinet assemblies, including transportation to and from the testing facility. Contractor is responsible for ordering and purchasing the controller cabinet assembly as specified in the following Section 86-3, "CONTROLLER ASSEMBLIES".

The Contractor shall submit the wiring schematic of the controller cabinet assembly for approval once design is completed (before assembly) to the City Engineer, City of Gardena, 1717 W. 162<sup>nd</sup> Street, Gardena, CA 90247.

The Los Angeles County Department of Public Works, Traffic and Lighting Division shall conduct testing of the controller and cabinet. The Contractor shall be responsible for supplying and delivering the new equipment to Los Angeles Department of Public Works testing Laboratory. Contact person James Martinez (626) 458-1708 Ext 1674. **Contractor shall pay for the cabinet and controller testing and will arrange to authorize the testing of the cabinet by the L.A.C.D.P.W.**

When completed, Contractor shall install new equipment at job site according to the Plans and Specifications.

Contractor shall be responsible for all damages sustained as a result of the delivery and installation of the controller cabinet from the lab to the job site. Any corrective action prior to final acceptance in the field shall be performed at the Contractor's expense.

Unless otherwise set forth in the Special Provision, any delays in work sustained as a result of delay in initial cabinet manufacturing and delivery may be subject to time extension at the written request from the Contractor. In addition to the five days of continuous satisfactory operation, called for in Section 86-2.14C, "Functional Testing," of the CALTRANS Standard Specifications, five more days of satisfactory operation will be required when the signal system is connected to the Master System Controller.

The conflict monitor unit (CMU) shall be modified/tested in the field before "turn-on".



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

The Contractor shall arrange to have a field representative from the City, a City signal technician, a knowledgeable technician for the manufacturer of the traffic signal controller/cabinet assembly, and a representative from the video detection system and emergency vehicle detection system manufacturers, present at the time of the traffic signal turn-on. The representatives shall be fully-qualified to work on their respective traffic signal equipment. The manufacturer's representative and City staff shall be notified at least seven (7) working days prior to intersection turn-on.

The turn-on of the traffic signal system shall not be made on a Friday or the day preceding a legal holiday; if it is on a Monday, notification to the City Engineer shall be made no later than the Thursday prior to the turn-on. **Turn-on shall begin before noon of the approved day.**

**Loops shall be meggered at time of installation and before application of hot melt sealant in the presence of a City technician.** The insulation resistance shall not be less than 100 megohms on all interconnect and loop circuits and 50 megohms for power circuits when the megger tests are performed. Testing shall not be conducted until all control and/or sensor units and probes have been disconnected from the circuit.

#### *47-11 Controller Assemblies*

Solid-state traffic actuated controller units, cabinets and auxiliary equipment shall conform to the provisions in Section 86-3 "Controller Assemblies" of the **CALTRANS** Specifications, these Technical Provisions and NEMA TS-2 standards.

The following paragraphs shall be added to Section 86-3.04:

All new controller cabinets, controller assemblies, and ancillary equipment shall be furnished and installed by the Contractor unless noted otherwise on the plans.

Model 2070 ATC controller assemblies shall conform to the requirements in "Transportation Electrical Equipment Specifications," (TEES) and "Traffic Signal Control Equipment Specifications" (TSCES), issued by the Department, and to all addenda thereto current at the time of project advertising. A wired Type 332 cabinet and all auxiliary equipment required to



## **THE TECHNICAL PROVISIONS**

### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972**

#### **FEDERAL PROJECT No. HSIPL – 5276(033)**

control the system as shown on the plans, and as specified in the Standard Specifications and in these Technical Provisions shall be provided. The controller cabinet housing shall be aluminum with a raw aluminum finish. Cabinet assembly shall be system ready and furnished with a Model 400 modem, a modem interconnect harness, and a GPS time-source. The traffic signal controller cabinet will be furnished with Corbin No. 2 locksets.

The following paragraphs shall be added to Section 86-3.03:

The new traffic signal controller shall be a Model 2070 ATC with the McCain 2033 Program. The traffic signal controller assembly shall be furnished with a C21 Interconnect module and a 2070-1E Ethernet card.

#### **47-12 L.E.D. Luminaires**

Luminaires shall conform to the provision in Section 86-6, "Lighting" of the SSS, the approved Caltrans LED Lighting Purchase Specification and these Special Provisions. Each luminaire shall consist of an assembly that utilizes LEDs as the light source. In addition, a complete luminaire shall consist of a housing, LED array, and electronic driver (power supply).

LED Lamps shall be CREE STR-LWY-3M-HT-02-06 (250W equivalent) or approved equal.

Each luminaire shall be rated for a minimum operational life of 63,000 hours. Each luminaire will operate at an average operating time of 11.5 hours per night. Each luminaire is expected to have a minimum operational life of 180 months (15 years).

The luminaires to be installed shall be 120 volt with integral constant wattage ballast and detachable power unit assemblies. The power unit assemblies shall contain the ballast, starter board, capacitors, and a heavy duty terminal block.

The luminaire on-board circuitry shall include surge protection devices (SPD) to withstand high repetition noise transients as a result of utility line switching, nearby lightning strikes, and other interference.

The luminaire shall be operationally compatible with currently used lighting control systems and photoelectric controls as detail in Standard Specification 86-6.07.



## **THECHNICAL PROVISIONS**

### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972**

#### **FEDERAL PROJECT No. HSIPL – 5276(033)**

The luminaire shall provide true ninety-degree (90 degree) cutoff with no light emitted above the horizontal. The lower edge of the luminaire housing shall extend below the light source and all glassware. Glare shields external to the luminaire will not be accepted.

The luminaire optical assembly shall be sealed, watertight, and filtered to prevent contamination from infiltration of gaseous and particulate matter. The lamp socket shall be factory preset to produce a medium cutoff IES Type III light distribution.

When the components are mounted on a down opening door, the door shall be hinged and secured to the luminaire housing separately from the refractor or lens frame. The door shall be secured to the housing in a manner to prevent its accidental opening. A safety cable shall mechanically connect the door to the housing.

The manufacturer shall provide a warranty against loss of performance and defects in materials and workmanship for the luminaires for a period of 84 months after acceptance of the luminaires. Replacement luminaires shall be provided promptly after receipt of luminaires that have failed at no cost to the City. All warranty documentation shall be given to the City.

#### ***47-13 Vehicle Signal Faces and Signal Heads***

Vehicle signal faces, signal heads, and auxiliary equipment, as shown on the plans and the installation thereof, shall conform to the provisions in Section 86-4.01 to 86-4.05 of the CALTRANS Standard Specifications and these Technical Provisions.

All signal heads shall be new, supplied by the same manufacturer, and shall be made of metal with 12-inch diameter Dialight, or approved equal, LED modules, with one-piece metal backplates. Elbow fittings shall be bronze.

All new signal indications shall utilize light emitting diode (LED) signal modules. All LED signal modules shall conform to Section 86-4.01D, "Light Emitting Diode Signal Module," of the Caltrans Standard Specifications and these Technical Provisions.

All optical vehicle signal indication units shall be of the light emitting diode (LED)



## **THECHNICAL PROVISIONS**

### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972**

#### **FEDERAL PROJECT No. HSIPL – 5276(033)**

type. The new LED module units provided shall be manufactured by Dialight Corporation, or approved equal, as listed on the Caltrans Pre-Qualified Product List as of the date of the project bid opening. The list is available on the Caltrans Internet Website at:

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/pdf/led\\_traffic\\_signals.pdf](http://www.dot.ca.gov/hq/esc/approved_products_list/pdf/led_traffic_signals.pdf).

All LEDs provided for the project shall include an 8 ½" x 11" list of specific manufactured dates and serial numbers for each LED module.

A written fully-detailed sales order acknowledgement from the vehicle and pedestrian head assembly supplier shall be submitted to the City indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Submitted sales order acknowledgements shall be approved by the City or its representative and shall be the only material or equipment used on this contract. All traffic signal heads, mountings, and hardware shall be new, fully-assembled by the designated supplier, and include the installation of LED modules. Contractor shall not fabricate or assemble traffic signal heads or mountings, and shall only install them on the poles supplied per plan.

Where a signal face is to be supported by a Type MAS side attachment slip-fitter inserted between 2 signal sections, a spacer or spacers shall be placed between the 2 sections. The vertical dimension of spacers shall permit proper seating of the serrations between the slip-fitter and the 2 sections. Holes in spacers shall align with front holes in the section housings.

In addition to the fastening through the large openings in the housing, the 2 sections shall be joined with at least 2 bolts through the holes near the front of the housings and spacers, and through matching holes in a reinforcing plate installed within each housing.

Spacers shall be made of same material as signal housing. Reinforcing plates shall be aluminum with a minimum thickness of 0.125-inch and shall be painted to match housing. Bolts for joining signal sections shall be stainless steel or cadmium-plated steel with round or binder heads.

In addition to Section 86-4.04, "Signal Mounting Assemblies," of the Caltrans Standard Specifications, the following provisions shall apply whenever a



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

terminal compartment is required:

The terminal block shall be mounted vertically and to the side of the cable inlet guide. Sufficient lateral spacing shall be provided to allow pulling and connecting of incoming conductors without removal of the terminal block mounting screws. A minimum of one (1)-inch clearance shall be provided between the terminal block and all inside walls of the terminal compartment.

With the door open, there shall be a minimum of ten-by-four-inch (10" x 4") access to the terminal compartment for connection and inspection of the terminal block. The door shall be equipped with a neoprene gasket, permanently secured, to prevent water from entering the terminal compartment and captive screws for securing door. The mounting bolt spacing and cable guide location shall be as dimensioned on drawing ES-4D of the Caltrans Standard Plans.

#### **Pedestrian Signals:**

Pedestrian signals shall conform to the provisions in Section 86-4.05, "Pedestrian Signal Faces," of the State Standard Specifications and these Technical Provisions.

Pedestrian signals shall be Type C with egg crate type screens and shall be of the International symbol type. The pedestrian head housing and door shall be green and made of metal with no plastic parts, and shall be 16 inches by 18 inches. Pedestrian signals shall be of the Dialight Corporation uniform appearance countdown type, Part #430-6479-001X (ITE compliant), or approved equal.

Pedestrian signal ground wires shall not have splices between the poles and the controller cabinet. All pedestrian signal ground wires shall be joined and grounded within the controller cabinet.

#### *47-14 Touchless Accessible Pedestrian Push Buttons*

Pedestrian push button assemblies and detector loops shall conform to the provisions of Section 86-5, "Detectors," of the State Standard Specifications and these Technical Provisions.

New pedestrian push buttons shall be ADA compliant (50mm diameter), Type B, Polara Bulldog No. BDL3-B (momentary, non-latching), or approved equal,



## THECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

with a stainless steel button, black body on a green frame. Pedestrian push button signs shall conform to the details shown on the plans. Fasteners used shall be stainless steel tamper proof screws for pedestrian push-button assemblies. Pedestrian calls to the controller shall be independent, by phase, and not as concurrent thru-phase pairs. Pedestrian signal ground wires shall not have splices between the poles and the controller cabinet unless approved by the Engineer or his representative in the field. All pedestrian signal ground wires shall be joined and grounded within the controller cabinet.

APS must be on the Authorized Material List for Accessible Pedestrian Signals or Touchless Accessible Pedestrian Signals.

An APS must comply with the *California MUTCD*, chapter 4E, and must:

1. Have an audible speech message that plays when the push button is actuated. The accessible pedestrian signal must have at least 5 audible message options.
2. Have a push button locator tone that clicks or beeps.
3. Allow the pushbutton to activate the pedestrian phase during any failure of the APS features.
4. Have a controllable and programmable volume level and messaging.
5. Be weatherproof and shockproof.
6. Weigh 7 lb maximum.
7. Measure 16 by 6 by 5 inches, maximum.
8. Have a switch for a push button.
9. Have a vibrotactile device on the push button or on the arrow.
10. Have an internal weatherproof speaker.
11. Have a microphone that senses the ambient sound level.
12. Include touch-free technology.

Theft-proof bolts used for mounting the enclosure to the standard must be stainless steel with a content of 17 percent chromium and 8 percent nickel. The enclosure must be shaped to fit the pole's curvature.

The color of a metallic housing must match color no. 33538 of AMS-STD-595.

The color of a plastic housing must match color no. 17038, 27038, or 37038 of AMS-STD-595.

The separation between adjacent holes used for conductors and mounting



## THECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

must be at least twice the diameter of the larger hole.

The speaker grills must be located on the surface of the enclosure. The speakers must not interfere with the enclosure or its mounting hardware.

The signal interface cable between the APS and the pedestrian signal head must be rated for outdoor use and have a:

1. Four no. 18 stranded tinned copper conductors with a minimum insulation thickness of 15 mils
2. Cable jacket with a minimum thickness of 20 mils and rated for a minimum:
  - 2.1. 300 V(ac)
  - 2.2. 176 degrees F
3. Nominal outside diameter less than 350 mils
4. Conductor color code of black, white, red, and green

Touch-free technology must:

1. Activate a pedestrian phase when a pedestrian hand motion is detected during a set time interval
2. Have user adjustable detection area and time interval parameters
3. Detect the pedestrian hand motion up to a 6-inch range from the face of the sensor within a minimum  $\pm 45$ -degree cone zone from the center of the sensor.

#### *47-15 Roadside Signs*

##### A. Remove Roadside Signs

Existing roadside signs to be removed at locations shown on the plans shall be removed and disposed of outside the public right-of-way.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the City Engineer.

##### B. Relocate Roadside Signs

Existing roadside sign shall be removed and installed at new locations shown on the plans. Each roadside sign shall be installed at the new location on the same day said sign is removed from its original location.



## THE TECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

Existing street name signs shall be relocated to the new traffic signal pole and mounted just above the mast arm bracket attachment.

#### C. Install Roadside Signs

Roadside signs shall be installed at the locations shown on the plans or where directed by the Construction Manager, and shall conform to details shown on the plans and the provisions in Section 56-2, "Roadside Signs", of the Standard Specifications.

#### *47-16 Vehicle Loop Detectors*

All vehicle inductive loop detector locations shall be approved by Engineer, or his representative, in the field prior to installation. Loops shall be centered in the lane, unless otherwise indicated on the plan(s). Unless otherwise indicated on plan, Type E inductive loop detectors, per Standard Plan ES-5A & ES-5B, shall be six feet in diameter and spaced 10' apart, unless otherwise indicated. The front loops shall be installed at the limit line, unless otherwise indicated. New detector loops shall be wired in series and shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and slot sealant. The sides of the slot shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be (2) inches. Slot width shall be a maximum of 5/8-inch. Loop detector lead-in cables (DLC) shall be 2-pair Type B. Loop detector wires shall be Type 2. Each loop shall be capable of accepting two (2) or more sensor units.

All loop detectors as dimensioned on the plans shall have four (4) turns minimum, unless otherwise indicated in the Standard Plans. All homerun loop wires shall be in the crosswalk area unless otherwise indicated. Slot sealant shall be Hot-Melt Rubberized Asphalt Sealant and conform to the provisions of Section 86-5.01A(4) "Installation Details," of the Caltrans Standard Specifications and as directed by the Engineer or his representative in the field.

**Loops shall be meggered before termination within the presence of a City technician.** The detectors shall be tested with a motor-driven cycle, as defined in the California Vehicle Code, which is licensed for street use by the California Department of Motor Vehicles. The unladen weight of the motor vehicle shall not exceed (220) pounds, and the engine displacement shall not exceed (100) cubic centimeters. Special features, components or vehicles



## THECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

designed to activate the detector will not be permitted.

The motor-driven cycle shall be driven through the response or detection area of the detector at not less than (3) miles per hour, nor more than seven (7) miles per hour. The detector shall provide an indication in response to this test. In testing a vacant loop, any drift that exceeds an average of more than (1) Hz/minute shall be cause for rejection.

#### *47-17 Internally Illuminated Street Name Signs*

Replace with the following:

All signs and hardware shall be new; the materials and workmanship shall be of the best quality for the purpose.

The Contractor shall furnish and install LED Edge Lit internally illuminated street name signs manufactured by NuArt Lighting Products, or approved equal.

Model(s): NAIM-72-LED-D or NAIM-96-LED-D with mounting hardware.

Message: The visible message shall be displayed from both sides of the signs and be reflectorized. Signs shall have white legends, symbols, arrows, and 1/4" border with 1" radius corners on green background. The legend shall be as shown on the Plan.

The style and spacing of letters, figures, and arrows shall be Standard Alphabet Series B with 8" uppercase and 6" lowercase centered with "City of Gardena" flush left and Block Number flush right using 3" capital letters and numbers. Reference to "St", "Ave", or "Bl" shall not be shown on the sign panel.

The full size sign layout shall be submitted to the Engineer for approval prior to fabrication. It shall be the responsibility of the Contractor to keep the Engineer informed of all operations requiring inspection or approval prior to proceeding with fabrication.

Photocell and receptacle shall be omitted.

All IISNS signs shall be 18" H x 72" W or 18" H x 96" W (unless otherwise



## THECHNICAL PROVISIONS

### NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STRET, JN972

#### FEDERAL PROJECT No. HSIPL – 5276(033)

approved by the Engineer) double-sided and shall be mounted with hinged, adjustable or telescoping type brackets approved by the engineer.

Sign assembly must be guaranteed for a minimum of three years.

#### *47-18 Battery Backup System*

The Contractor shall furnish and install a 24 volt Battery Backup System (BBS) for use with a Type 332 system (rack-mount) as detailed on plans. The Contractor shall furnish new and install all necessary cables, wiring harness, and all other equipment and incidentals, including batteries, to connect the UPS to the traffic signal controller cabinet wiring harness to provide the intended operation.

The BBS shall consist of but not be limited to:

- 19" rack mount Inverter/Charger (with RS232 and Ethernet port)
- Combined Manual Bypass Switch – 511016
- 12 VDC, 79 AH Group 24 AGM batteries (four per system) – 390003
- All necessary hardware and interconnect wiring

The BBS shall be installed per the manufacturer's guidelines.

The Contractor shall at his own expense, arrange to have a technician, qualified to work on the BBS assembly and employed by the BBS assembly manufacturer, or his representative, present at the time the equipment is turned on. The Engineer shall be notified at least two working days prior to the beginning of the functional test period.

#### *Battery Backup Cabinet*

Where BBS system is to be installed on a Type 332, a separate battery cabinet shall be furnished and installed to house the batteries. The inverter shall be mounted inside the side-mount BBS cabinet. The battery cabinet shall be mounted to the side of the signal cabinet at a minimum height of 30" above the foundation.



## **APPENDIX A**

Exhibit 12-G: Required Federal-Aid Contract Language

Exhibit 15-G: Construction Contract DBE Commitment

Exhibit 15-H: Proposer/Contractor Good Faith Effort

Exhibit 17-F: Final Report-Utilization of DBE and First Tier Sub

Exhibit 17-O: DBE Certification Status Change



## EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.  
The following language, with minor edits, was taken from the Code of Federal Regulations.

### MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

<b>1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)</b>	<b>2</b>
A. NONDISCRIMINATION STATEMENT	2
B. CONTRACT ASSURANCE	3
C. PROMPT PROGRESS PAYMENT	3
D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS	3
E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS	4
F. COMMITMENT AND UTILIZATION	5
G. DBE RUNNING TALLY OF ATTAINMENTS	6
<b>2. BID OPENING</b>	<b>6</b>
<b>3. BID RIGGING</b>	<b>6</b>
<b>4. CONTRACT AWARD</b>	<b>6</b>
<b>5. CONTRACTOR LICENSE</b>	<b>6</b>
<b>6. CHANGED CONDITIONS</b>	<b>6</b>
A. DIFFERING SITE CONDITIONS	6
B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER	6
C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK	7
<b>7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES</b>	<b>7</b>
<b>8. BUY AMERICA</b>	<b>7</b>
<b>9. QUALITY ASSURANCE</b>	<b>8</b>
<b>10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS</b>	<b>8</b>
<b>11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS</b>	<b>8</b>
<b>12. FEMALE AND MINORITY GOALS</b>	<b>22</b>
<b>13. TITLE VI ASSURANCES</b>	<b>23</b>
<b>14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)</b>	<b>27</b>
<b>15. FEDERAL TRAINEE PROGRAM</b>	<b>27</b>
<b>16. PROHIBITIONS OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES</b>	<b>29</b>



**1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that at date of bid opening the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

**A. Nondiscrimination Statement**

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.



**B. Contract Assurance**

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

**C. Prompt Progress Payment**

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

**D. Prompt Payment of Withheld Funds to Subcontractors**

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

**Method 1:** No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.



**Method 3:** The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### **E. Termination and Substitution of DBE Subcontractors**

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:



1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

## **F. Commitment and Utilization**

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the



notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

#### **G. DBE RUNNING TALLY OF ATTAINMENTS**

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.

- 2. BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
- 3. BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
- 4. CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
- 5. CONTRACTOR LICENSE**  
The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

#### **6. CHANGED CONDITIONS**

##### **A. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

##### **B. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.



2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

#### **C. Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

#### **7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of \_\_\_\_\_ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County \_\_\_\_\_ the sum of \$ \_\_\_\_\_ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

#### **8. BUY AMERICA**

**Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:**



1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

## **9. QUALITY ASSURANCE**

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

## **10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS**

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

## **11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS**

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)



[The following 12 pages must be physically inserted into the contract without modification.]



FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT  
PROVISIONS FEDERAL-AID  
CONSTRUCTION CONTRACTS**



- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

FHWA-1273 -- Revised May 1, 2012



**2. EEO Officer:** The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.



FHWA-1273 -- Revised May 1, 2012

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.



FHWA-1273 -- Revised May 1, 2012

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.



FHWA-1273 -- Revised May 1, 2012

**2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.



FHWA-1273 -- Revised May 1, 2012

**4. Apprentices and trainees****a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.



FHWA-1273 -- Revised May 1, 2012

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
  - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
  - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.



2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.



FHWA-1273 -- Revised May 1, 2012

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier 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.
- g. The prospective first tier 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 contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) 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.

\* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-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 statements, or receiving stolen property;
  - (3) 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 (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



FHWA-1273 -- Revised May 1, 2012

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier 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 with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website

(<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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 normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.



**12. FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**MINORITY UTILIZATION GOALS**

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
	CA Sonoma	
177	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA	
	Yolo Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA	
	Yuba	
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
178	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1



	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	19.7
	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
181	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
	CA San Diego	
	Non-SMSA Counties CA Imperial	18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### 13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

#### APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,



each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person



will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



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**APPENDIX D****CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);



- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### 14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions  
(to be used when applicable)

#### 15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is\_\_\_\_\_.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of\_\_\_\_\_ :



1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of \_\_\_\_\_ approval for this submitted information before the prime contractor starts work. The City/County of \_\_\_\_\_ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the your equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.



Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

## **16. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.



**EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_
3. Project Description: \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Bidder's Name: \_\_\_\_\_ 6. Prime Certified DBE: ☐ 7. Bid Amount: \_\_\_\_\_
8. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 9. Total Number of **ALL** Subcontractors: \_\_\_\_\_

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount				
<b>Local Agency to Complete this Section upon Execution of Award</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>\$ 0.00</b>				
21. Local Agency Contract Number: _____	22. Federal-Aid Project Number: _____	23. Bid Opening Date: _____		0.00 %				
24. Contract Award Date: _____	25. Award Amount: _____	<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.</p>						
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.								
26. Local Agency Representative's Signature _____	27. Date _____							
28. Local Agency Representative's Name _____	29. Phone _____							
30. Local Agency Representative's Title _____	16. Preparer's Signature _____	17. Date _____	18. Preparer's Name _____	19. Phone _____				
	20. Preparer's Title _____							

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.  
 3. Include additional copy with award package.



**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

### CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

### LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Award Amount** - Enter the contract award amount as stated in the executed contract.
- 26. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 27. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 28. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 29. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.



**30. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.



**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Cost Proposal Due Date \_\_\_\_\_ PE/CE

Federal-aid Project No(s). \_\_\_\_\_ Bid Opening Date \_\_\_\_\_ CON

The \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates



- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:



- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization

Method/Date of Contact

Results


- H. Any additional data to support a demonstration of good faith efforts:



**EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant				6. Business Address		7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments Non-DBE      DBE		13. Date Work Completed	14. Date of Final Payment
15. ORIGINAL DBE COMMITMENT AMOUNT    \$ _____				16. TOTAL			
List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.							
<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>							
17. Contractor/Consultant Representative's Signature			18. Contractor/Consultant Representative's Name		19. Phone		20. Date
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED</b>							
21. Local Agency Representative's Signature			22. Local Agency Representative's Name		23. Phone		24. Date

**DISTRIBUTION:** Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



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**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.



# EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

[illegible]

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

**DISTRIBUTION:** Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

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**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)  
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.



## APPENDIX B

### FEDERAL WAGE RATES

Federal Wage Rates are not physically incorporated in the contract advertising package and are available online at the following website:

<http://www.wdol.gov/dba.aspx>

Applicable wage rates can be accessed by the following 2 options:

**Option 1: Select DBA WD by number:**

Enter CA35 and hit enter.

**Option2: Selection Criteria noted below:**

State: California

County: Los Angeles

Construction Type: Highway

Hit Enter

Applicable Federal Wage Rates shall also be accessed by the Contractor within 10 days before bid opening to check for any revisions and shall be acknowledged as part of the bid submittal. The final contract documents signed by the City and the Contractor will physically include the Federal Wage Rates, or Federal Wage Rates as revised within 10 days prior to bid opening or by addendums, if any such addendums have been issued.



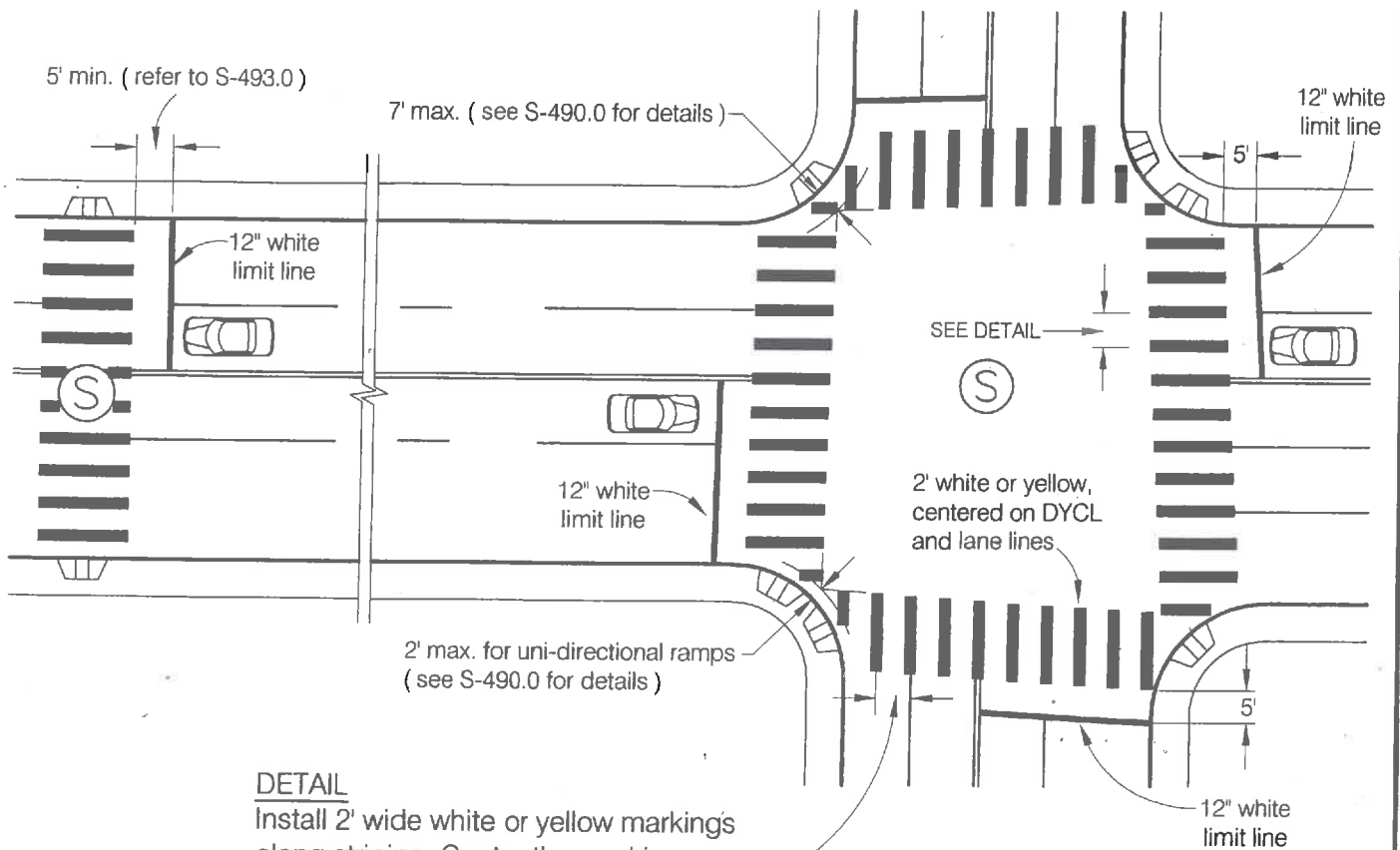
## **APPENDIX C**

LADOT Standard Plan S-481.1

LADOT Standard Plan S-442.6

LADOT Standard Plan S-73.2





#### DETAIL

Install 2' wide white or yellow markings along striping. Center the markings on DYCL and lane lines. Add markings according to chart below:

Lane Width (ft)	Spacing on center (ft)
9'	4.5'
10'	5.0'
11'	5.5'
12'	6.0'

Marking should be installed such that wheels straddle the crosswalk markings.

#### NOTES:

##### 1. IMPLEMENTATION

This standard plan applies to installations in accordance with MPP Section 345 for Continental Crosswalks for new and reinstallations of marked crosswalks on signalized and stop-controlled approaches.

##### 2. CROSSWALK WIDTH

Typical crosswalk widths are 15 feet but may vary according to site conditions. Continental markings shall be installed within existing dimensions unless otherwise indicated on a signed plan.

##### 3. MIDBLOCK CROSSWALKS


This standard plan also applies at controlled midblock approaches in accordance with S-493.0 - Location of Limit Lines and Crosswalks.

##### 4. CONFLICT BETWEEN SIGNED PLAN AND STANDARD PLAN

Should conflicts arise between this Standard Plan and a signed signal or geometric plan with their associated markings, (e.g., "cat tracks," extension of the DYCL, etc.), the signed plan shall take precedent.

##### 5. RETROFITTING AND RESURFACING

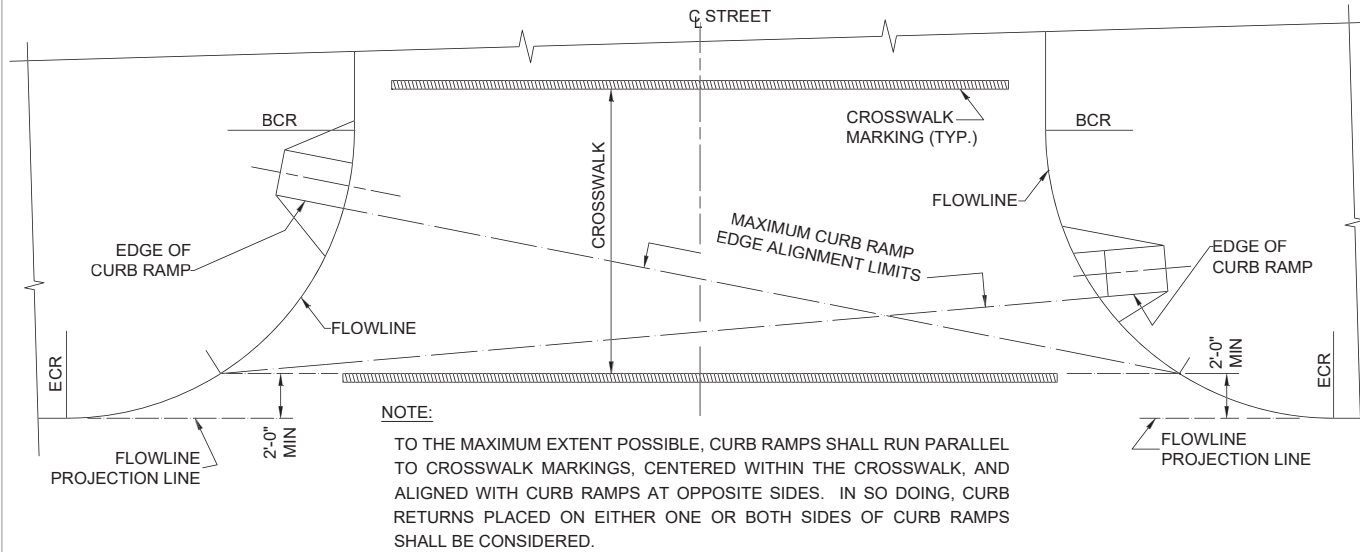
Refer to MPP Section 345 for retrofitting and resurfacing.

Approved		11/28/12
 Jaime de la Vega, General Manager		
CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION		
Continental Crosswalks on Controlled Approaches		1/1
T. E. TC	Sr. T. E. MA	Pr. T. E. VT
DWN HM / MT 11-20-12	CKD	Dwg. No. S-481.1



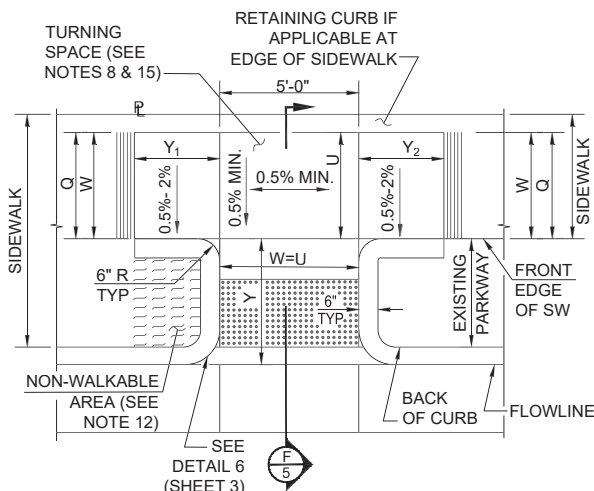
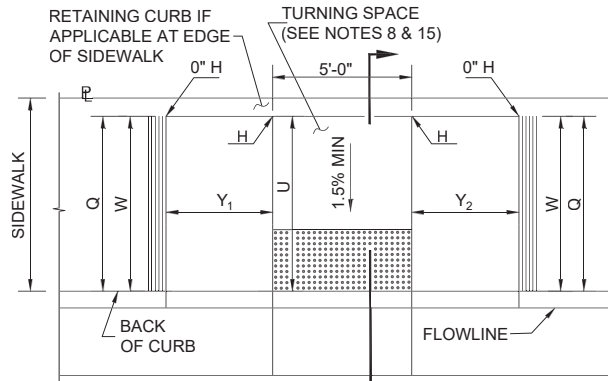
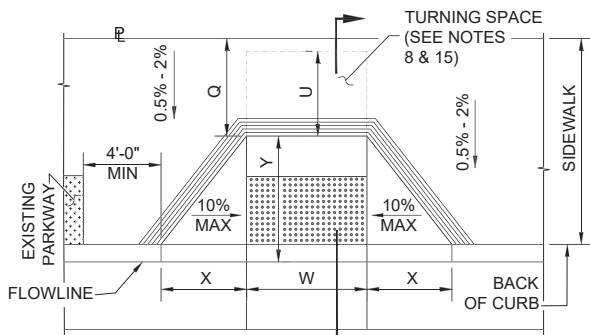
# CURB RAMPS TRANSITIONS ALIGNMENT LIMITS

FOR CASES A THRU G

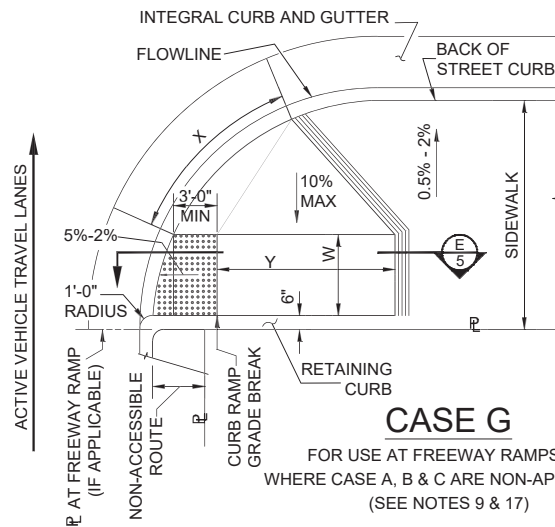


## MID-BLOCK UNI-DIRECTIONAL CURB RAMPS

(UNLESS NOTED HEREIN, SEE APPLICABLE DETAILS ON SHEET 3)



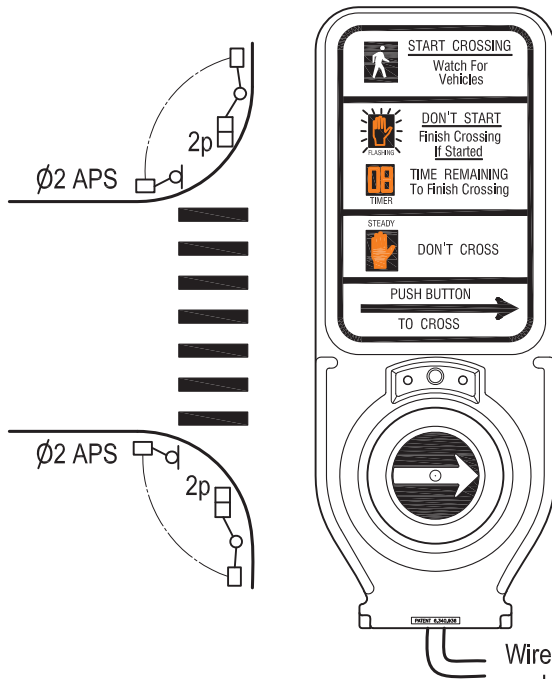
## SPECIAL UNI-DIRECTIONAL CURB RAMP





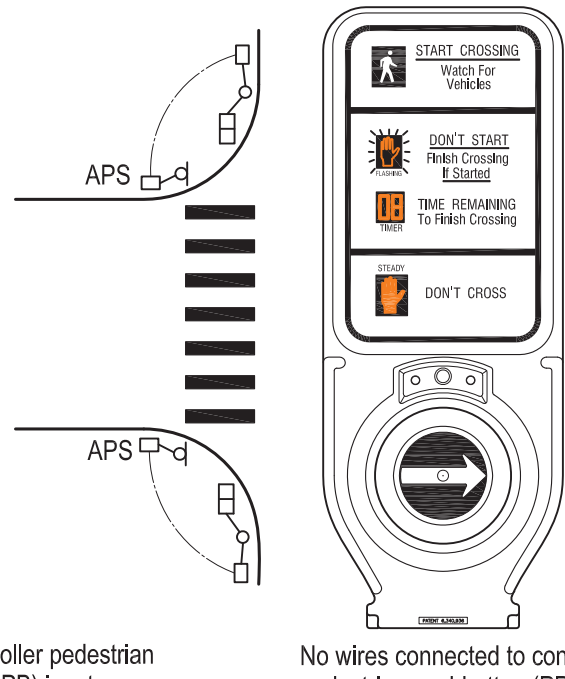
## Ped-Actuated Pedestrian Crossing

(Pushbutton activates accessible pedestrian signals and the WALK interval)



## Pre-Timed & Rest-in-Walk Pedestrian Crossing

(Pushbutton activates accessible pedestrian signals only. WALK interval is on recall)

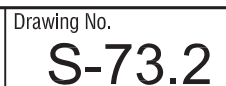
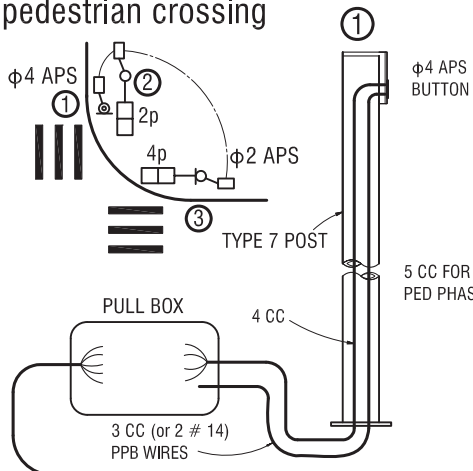
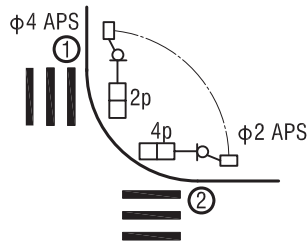


### Notes:

1. APS shall be used for situations where new pedestrian pushbuttons are being installed or where they are being replaced, due to maintenance.
2. Audio Specifications:  
WALK interval  
-Rapid "Tick" tone is activated with a duration of 0.15 seconds and repeats at 0.25-second intervals. for a maximum of 7 seconds. Then, APS returns to locator tone for the remainder of the WALK interval.  
FLASHING DON'T WALK interval and SOLID DON'T WALK interval  
-Locator tone shall have a duration of 0.15 seconds and repeat at 1-second intervals.
3. Vibrotactile Specifications:  
-Pushbutton vibrates only during the first 7 seconds of the WALK interval.  
-Tactile arrows shall be aligned parallel to the direction of travel on the associated crosswalk.  
-WALK tones and vibrotactile require actuation, even at pre-timed crossings.
4. See California MUTCD 2014, Figures 4E-3 and 4E-4 for pushbutton locations.
5. Countdown pedestrian heads shall be installed at all accessible pedestrian signal locations.
6. See sheet 2/2 for accessible pedestrian signal field wiring for ped-actuated pedestrian crossing.
7. Low Voltage "Grey Cable" on sheet 2/2 refers to manufacturer supplied cable that is included with the APS unit.
8. 4cc on sheet 2/2 as per LADOT Spec. 92-097-01

DWN	MT	6-27-16	Title <div>ACCESSIBLE PEDESTRIAN SIGNAL (APS)</div>	<div>1/2</div>
CKD				
T. E.	JV	7-7-16		
Sr. T. E.	MA	8-3-16	CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION	
Pr. T. E.	VJ	8-9-16		
Approved			8-9-16	Drawing No.
<div>Seleta J. Reynolds, General Manager</div>				S-73.2





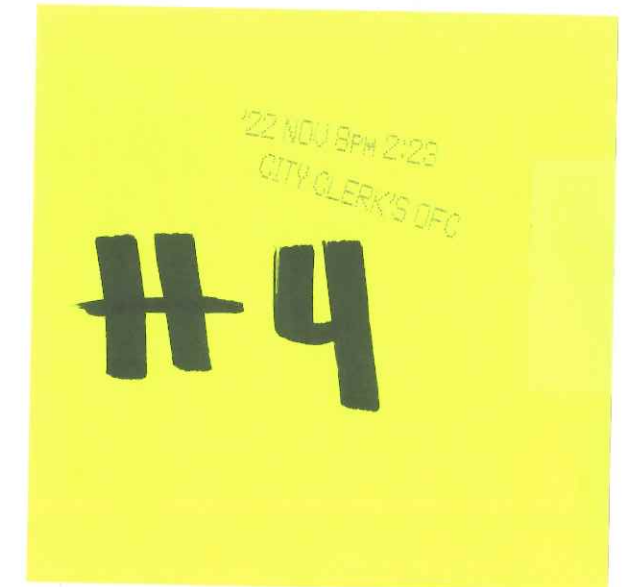


Attention: City, c/o City Clerk  
California Professional Engineering, Inc.  
19062 San Jose Ave  
La Puente, CA 91748  
(626) 810-1338

**Project No.: JN972**

**Project Name: New Pedestrian Crosswalk with Hawk Signal System Vermont Avenue and  
133<sup>rd</sup> Street**

City of Gardena  
City Clerk's Clerk  
1700 W. 162nd  
Gardena, CA 90247



**DO NOT OPEN WITH REGULAR MAIL**

**Bid Date & Time: Novemeber 08, 2022 @ 3:00PM**



**BID PROPOSAL (BP)**

**NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM  
VERMONT AVENUE AND 133<sup>RD</sup> STREET**

**PROJECT NO. JN972**

**FEDERAL PROJECT No. HSIPL – 5276 (033)**

Contractor: California Professional Engineering, Inc.  
Address: 19062 San Jose Ave La Puente, CA 91748  
Phone: 626-810-1338  
Fax: 626-810-1322  
License No.: 793907 A, C-10  
D.I.R. No. 1000377609  
Email: van@cpengineeringinc.com / estimating@cpengineeringinc.com

**To Be Submitted**

**WITH**

**Bid Package**



## BID PROPOSAL

PROJECT NO. JN972

FEDERAL PROJECT No. 5276 (033)

### BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

#### **NEW PEDESTRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM VERMONT AVENUE AND 133<sup>RD</sup> STREET**

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 **25 Working Days** from the date the Notice of Proceed is issued by the Engineer.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
1	Mobilization/De-Mobilization (not to exceed 5% of total bid)	LS	1	\$ 11,380	\$ 11,380
2	Traffic Control	LS	1	\$ 21,548.12	\$ 21,548.12
3	Furnish and Install New 3" Conduit	LF	650	\$ 47	\$ 30,550
4	Furnish and Install New 4" Conduit	LF	50	\$ 55	\$ 2,750
5	Furnish and Install New #5 Pull Box	EA	3	\$ 950	\$ 2,850
6	Furnish and Install New #6 Pull Box	EA	5	\$ 1,050	\$ 5,250
7	Furnish and Install New #6E Pull Box	EA	1	\$ 1,200	\$ 1,200
8	Furnish and Install New 332 Cabinet on New Foundation	EA	1	\$ 34,200	\$ 34,200
9	Furnish and Install New 2070 Controller	EA	1	\$ 7,500	\$ 7,500
10	Furnish and Install New Type III-BF Service Cabinet with Breakers	EA	1	\$ 6,200	\$ 6,200
11	Furnish and Install New Type 1A Traffic Signal Pole on New Foundation	EA	2	\$ 4,200	\$ 6,400
12	Furnish and Install New Type 15TS Traffic Signal Pole on New Foundation	EA	1	\$ 10,100	\$ 10,100
13	Furnish and Install New Type 24-4-100 Traffic Signal Pole on New Foundation	EA	1	\$ 26,240	\$ 26,240

TO BE SUBMITTED WITH PROPOSAL

BP-2



14	Furnish and Install New Type 26-4-100 Traffic Signal Pole on New Foundation	EA	1	\$ 32,900	\$ 32,900
15	Furnish and Install New 12" HAWK Vehicle Head on Traffic Signal Pole/Mast Arm	EA	6	\$ 900	\$ 5,400
16	Furnish and Install New Pedestrian Countdown on Pole	EA	4	\$ 1,040	\$ 4,160
17	Furnish and Install New APS Pedestrian Push Button	EA	4	\$ 3,050	\$ 12,200
18	Furnish and Install New Internally Illuminated Street Name Sign (IISNS)	EA	2	\$ 5,300	\$ 10,600
19	Furnish and Install New LED Luminaire	EA	3	\$ 2,290	\$ 6,870
20	Wire Intersection	LS	1	\$ 13,000	\$ 13,000
21	Furnish and Install New Retroreflective Sign on Mast Arm with New Bracket	EA	2	\$ 86	\$ 176
22	Furnish and Install New Retroreflective Sign on New Signal Pole	EA	11	\$ 127	\$ 1,397
23	Furnish and Install New Retroreflective Sign on Existing Signpost	EA	8	\$ 120	\$ 960
24	Furnish and Install New Retroreflective Sign on New Signpost	EA	14	\$ 391	\$ 5,474
25	Furnish and Install New Retroreflective Sign on Luminaire Pole	EA	2	\$ 127	\$ 254
26	Sawcut and Remove Portion of Existing Ramp to Install Required Truncated Domes	EA	2	\$ 2,950	\$ 5,900
27	Construct New Case F Curb Ramp	EA	2	\$ 8,260	\$ 16,520
28	Construct New 6' Sidewalk	EA	1	\$ 8,850	\$ 8,850
29	Construct New Type G Curb Ramp and Curb Extension	EA	1	\$ 9,440	\$ 9,440
30	Remove Existing Conflicting Lane line Striping by Grinding	LF	110	\$ 4.30	\$ 473
31	Install New 12" White Limit Line	LF	120	\$ 3.35	\$ 402
32	Install New 4" Solid Lane Lines	LF	200	\$ 2.30	\$ 460

TO BE SUBMITTED WITH PROPOSAL

BP-3



33	Install New Continental Crosswalk	SqFt	550	\$ 3.35	\$ 1,842.50
34	Install New Thermoplastic Pavement Marking	SqFt	256	\$ 14.40	\$ 3,686.40
35	Install New Thermoplastic Red Curb Marking	LF	45	\$ 29	\$ 1,305

### BID SCHEDULE (Continued)

**TOTAL CONTRACT BID:**

(Figures) \$ 314,488

(Words) Three hundred fourteen thousand, four hundred eighty-eight dollars.

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

All work required and shown on the construction plans and this specification for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance 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.

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

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

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of 10% Bid Bond 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.

California Professional Engineering, Inc.

Name of Bidder

Signature of Bidder

TO BE SUBMITTED WITH PROPOSAL  
BP-4



## BID PROPSOAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

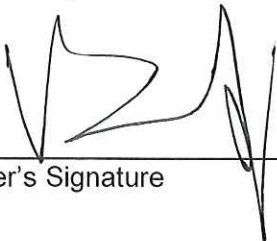
### ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. 1 Date 11/02/22 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. 2 Date 11/02/22 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addenda will be issued only through the ARC Document Solutions and access under their Public Planroom ([www.crplanwell.com](http://www.crplanwell.com)). It is the Bidder's sole responsibility to visit the Planroom to obtain and administer any Addendum related to this bid. An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

  
\_\_\_\_\_  
Bidder's Signature

11/8/2022

\_\_\_\_\_  
Date

TO BE SUBMITTED WITH PROPOSAL

BP-5



## **BID PROPOSAL**

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### **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-6



## **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,

California Professional Engineering, Inc.

Contractor's Business Name

19062 San Jose Ave

Business Address: Street

La Puente, CA 91748

City State Zip

626-810-1338

Business Phone Number

11/8/2022

Date

Van Nguyen, President

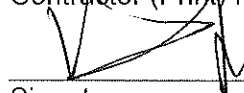
Name Title

La Puente, CA 91748

City State Zip

President

Contractor (Print) Title



Signature

President

Title

793907 A, C-10

Contractor's License No. and Classification

626-810-1322

Business Fax Number

19062 San Jose Ave

Residence: Street

626-810-1338

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.

**TO BE SUBMITTED WITH PROPOSAL**

BP-7



# BID PROPOSAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

## **NON-COLLUSION AFFIDAVIT**

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

Van Nguyen \_\_\_\_\_ being first duly sworn, deposes and says that he or she is \_\_\_\_\_ President \_\_\_\_\_ of \_\_\_\_\_ California Professional Engineering, 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.

Van Nguyen

NAME OF BIDDER

SIGNATURE OF BIDDER

19062 San Jose Ave

ADDRESS OF BIDDER

La Puente

CA

91748

CITY

STATE

ZIP

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

**TO BE SUBMITTED WITH PROPOSAL**

BP-8



**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.

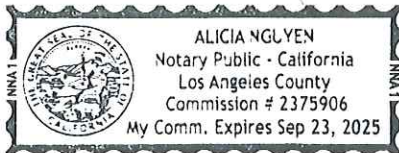
State of California )

County of Los Angeles )On 11/08/2022 before me, Alicia Nguyen,  
Date Here Insert Name and Title of the Officerpersonally appeared Van Nguyen  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



## BID PROPOSAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### **DECLARATION OF ELIGIBILITY TO CONTRACT**

**[Labor Code Section 1777.1; Public Contract Code Section 6109]**

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

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

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

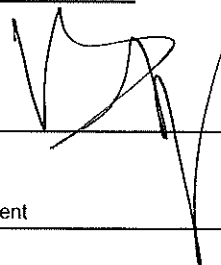
3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 8 day of November, 2022, at 19062 San Jose Ave. La Puente (place of execution),  
California 91748.

Signature:  Name: Van Nguyen

Title: President Company: California Professional Engineering, Inc.

**TO BE SUBMITTED WITH PROPOSAL**

BP-9



## BID PROPOSAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT California Professional Engineering, Inc., as Principal,  
and United States Fire Insurance Company, as Surety,  
are held firmly bound unto the City of Gardena in the sum of \$ 10%;  
Ten Percent of the Total Bid Amount DOLLARS,

(not less than ten percent of total amount of bid)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

**PROJECT: NEW PEDSETRIAN CROSSWALK WITH HAWK SIGNAL SYSTEM  
VERMONT AVENUE AND 133<sup>RD</sup> STREET, JN972**

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 4<sup>th</sup> day of November, 20 22.

California Professional Engineering, Inc. (SEAL)

Principal

BY:

Signature

*Van Nguyen, President*

United States Fire Insurance Company (SEAL)

Surety

BY:

Signature

*Christine Hoang, 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-10



**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.

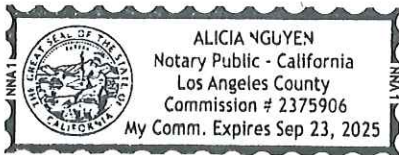
State of California )

County of Los Angeles )On 11/06/2020 before me, Alicia Nguyen,  
Date Here Insert Name and Title of the Officerpersonally appeared Van Nguyen  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange

On NOV 04 2022 before me, Irene Luong, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Christine Hoang  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Irene Luong  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### 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: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_



**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

07626

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, Irene Luong, P. Austin Neff, Emilie George, Christine Hoang, Danielle Hanson

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF,** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**



State of New Jersey }  
County of Morris }

Matthew E. Lubin, President

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 4th day of November 20 22

**UNITED STATES FIRE INSURANCE COMPANY**



Michael C. Fay, Senior Vice President



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

No 07812

## Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

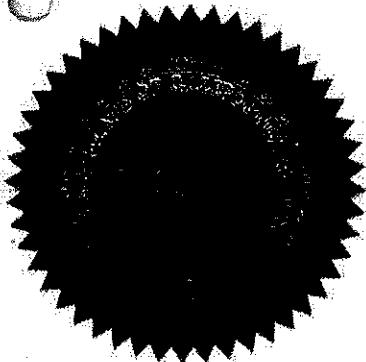
United States Fire Insurance Company

of Wilmington, Delaware, organized under the  
laws of Delaware, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,  
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous  
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made  
under authority of the laws of the State of California as long as such laws or requirements are in effect  
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 31st  
day of December, 2003, I have hereunto  
set my hand and caused my official seal to be affixed this  
31st day of December, 2003.



By

John Garamendi  
Insurance Commissioner

Victoria S. Sidbury  
for Ida Zedrow  
Asst. 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.



## BID PROPOSAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### DESIGNATION OF SUBCONTRACTORS

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

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

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

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number
4.531.	Superior Pavement Markings 5312 Cypress St. Cypress CA 90630	Striping	776306	C-32 C-31 C-1	1000001476
15.207.	Pavement Rehab Company 8106 Mandevilla Way, Corona CA 92618	Civil	1051374	C-12 C-8	1000004823

Not more than 50 %.

TO BE SUBMITTED WITH PROPOSAL

BP-11



## BID PROPOSAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### 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: 21 Years

Three projects of this type recently completed:

1. Name (Firm/Agency): Please see attached  
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

BP-12



# California Professional Engineering, Inc.

COMPLETED PRIME Projects (starting with most recent)

document last modified 02.17.2022 // dc

Total Contract Amount + Extra Work/COC's		Brief Scope of Work	Approx. Commencement	Approx. Completion	Owner/Contact/Info	Project Name & No.	Approximate % Completed by CPE
original contract	final contract						
\$ 151,488.00	\$ 136,332.20	Pedestrian Safety Lighting & Beacons	Dec 2021	Jan 2022	City of Westlake Village Mike Bustos 31200 Oak Crest Drive Westlake Village, CA 91361 (805) 653-6597 mbustos@willdan.com	Triunfo Canyon Rd-Saddle Mountain Dr	95%
\$ 118,898.00	\$ 127,071.92	Replace CMS (changeable message sign) on freeway	Jun 2021	Oct 2021	Caltrans District 12 Gagandeep Sidhu 1727 30th Street Sacramento, CA 95816 949-279-8466 gagandeep.sidhu@dot.ca.gov	Replace Panel on CMS37 #12A1791	100%
\$ 343,760.00	\$ 340,252.00	Traffic Signal Construction, Conduit, Pull Boxes, Wiring	Dec 2020	Jul 2021	City of Whittier Raul Flore 13230 Penn Street Whittier, CA 90602 562-567-9525 rflore@cityofwhittier.org	Greenleaf Ave / Putnam Ave TS #STPL-5111	95%
\$ 173,654.00	\$ 176,503.35	Traffic Signal Construction, Conduit, Pull Boxes, Wiring	May 2021	Sept 2021	City of Lancaster Marc Alius 44933 North Fern Avenue Lancaster, CA 93534 661-945-6879 malius@cityoflanasterca.org	City of Lancaster - Avenue I / 60th Street West #17-0123	90%
\$ 524,628.00	\$ 535,123.83	Traffic Signal Construction, Conduit, Pull Boxes, Wiring	Nov 2020	Feb 2021	City of Lancaster Marc Alius 44933 North Fern Avenue Lancaster, CA 93534 661-945-6879 malius@cityoflanasterca.org	2017 Traffic Signal Upgrades #16-007; #STPL-5419(054)	85%
\$ 678,065.00	\$ 678,065.00	Traffic Signal Construction at Three Locations, Concrete & Sidewalk Improvements, Signing & Striping, SCE Underground Substructures, Service Pedestal, etc.	Nov 2019	Aug 2020	City of Colton Marty Ragels 160 South 10th Street Colton, CA 92324 909-370-5065 mragels@coltonca.gov	Three Traffic Signal Intersections #3186-4	80%
\$ 626,339.40	\$ 580,294.66	Traffic Signal Construction, Concrete & Sidewalk Improvements, Signing & Striping, SCE Underground Substructures, Service Pedestal, Signal Interconnect, Conduit & Communication Systems, CCTV	Nov 2019	Jul 2020	City of Fountain Valley John Nguyen 10200 Slater Ave Fountain Valley, CA 92708 714-593-4443 john.nguyen@fountainvalley.org	Talbert/Mt Washington TS #TI233	80%
\$ 140,568.00	\$ 141,327.00	Traffic Signal, Battery Back Up Systems, Video Detection Systems, Controller Cabinet, CCTV, Wiring, Pull Boxes, etc.	Jul 2020	Jul 2020	City of Ontario Mauricio Diaz 303 E "B" St Ontario, CA 909-395-2000 mdiaz@ontarioca.gov	Vineyard & Sixth; Grove & Francis #TR1801/1802	90%
\$ 678,072.40	\$ 720,691.43	Traffic Signal Construction, Concrete & Sidewalk Improvements, Signing & Striping, SCE Underground Substructures, Service Pedestal, Signal Interconnect, Conduit & Communication Systems, Fiber Optic	Aug 2019	Feb 2020	City of Oxnard Debbie O'Leary 305 W 3rd Street Oxnard, CA 93030 805-200-5283 debbie.oleary@oxnard.org	Rose Ave/Gary Dr TS #A-8128	70%
\$ 324,743.00	\$ 348,661.05	Lane/Right In-Pavement LED Crosswalk Lighting, Signing/Striping, Flashing Beacon poles, Pull Boxes, Subouts	Jul 2020	Jul 2020	City of Redlands Kyle Wagner 35 Cajon Street Redlands, CA 92373 909-798-7584 kwagner@cityofredlands.org	HSIPL Cycle 7 Uncontrolled Crosswalk #HSIPL-5083(019)	95%
\$ 713,791.00	\$ 775,716.75	Traffic Signal Construction upgrades at various intersections	Mar 2020	Oct 2020	City of Arcadia Kevin Merrill 240 West Huntington Drive Arcadia, CA 91066 626-574-5481 kmerrill@ArcadiaCA.gov	Santa Anita Corridor #41852417	85%
\$ 421,043.00	\$ 410,127.79	Park & Security Lighting, Conduit, Pull Boxes, Lighting Foundations, Service Pedestals, Anti-Graffiti	Mar 2020	Jan 2021	City of Santa Ana Michael Ortiz 20 Civic Center Plaza Santa Ana, CA 714- 647-5624 MOrtiz@santa-ana.org	Security Lighting for PE Bike Trail & Saddleback View Park #18-7254; #18-7533	95%
		Traffic Signal Synchronization at Various Intersections, Conduit, Pull Boxes, Loop Detector			City of Burbank Vikki Davtian		



\$ 954,429.66	\$ 1,043,603.19	Installation, Upgrade & Repair, Street Improvements, Fiber Optics	Apr 2020	Dec 2020	275 E Olive Ave Burbank, CA 818-238-3965 VDavtian@burbankca.gov	Traffic Responsive Signal System Project #1461	90%
original contract	final contract						
\$ 387,550.00	\$ 94,050.00	Replacement of Traffic Signal Loop Detectors	Oct 2018	Jun 2020	CA DOT Roy Tornello 790 Via Lata, #100 Colton, CA 92324 909-915-9717 roy.tornello@dot.ca.gov	On Call Loop Detectors #08A2921	100%
original contract	final contract						
\$ 814,935.00	\$ 867,901.78	Traffic Signal Construction at Two Intersections, Concrete & Sidewalk Improvements, Signage & Striping, SCE Underground Substructures, Service Pedestal, etc.	Sept 2019	May 2020	City of Menifee Carlos Geronimo 29844 Haun Road Menifee, CA 92586 951-723-3722 cgeronimo@cityofmenifee.us	Two Traffic Signal Intersections #19-04/05	75%
original contract	final contract						
\$ 95,420.00	\$ 89,021.53	SCE Substructures, Power Feed Conduit, Caltrans ROW Coordination, etc.	Mar 2020	May 2020	City of San Bernardino Ryan Castillo 300 North "D" Street San Bernardino, CA 92418 909-384-5535 castillo_ry@sbcity.org	Hospitality / Waterman #13330	100%
original contract	final contract						
\$ 188,870.00	\$ 179,237.40	Removal & Replacement of Traffic Signal and Street Lighting Poles.	Apr 2020	May 2020	City of Pasadena Sarah Tawadrous 100 N Garfield Ave Pasadena, CA 626-744-4304 stawadrous@cityofpasadena.net	Fair Oaks/Mountain; Green/Arroyo Pole Replacement #31383	100%
original contract	final contract						
\$ 185,110.00	\$ 199,478.04	RRFB, FLIR Thermal Cameras at Various Locations, Integration	May 2019	Apr 2020	City of Pasadena Elvin Jiang 100 North Garfield Avenue, N306 Pasadena, CA 626-744-7311 ejiang@cityofpasadena.net	Pedestrian Crossing Improvements #31299	100%
original contract	final contract						
\$ 53,445.00	\$ 60,207.66	Traffic Signal & Flashing Beacons	Apr 2020	Apr 2020	City of Downey Ed Norris 11111 Brookshire Avenue Downey, CA 90241 562-904-7110 enorris@downeyca.gov	Brookshire Ave & Everest St #20- 29	100%
original contract	final contract						
\$ 20,300.00	\$ 21,945.14	Banner Pole & Arm Installations	Feb 2020	Apr 2020	City of Buena Park Ken Kim 6550 Beach Blvd Buena Park, CA 90620 714-562-3688 kkim@buenapark.com	Banner Poles on Orangethorpe & Indiana #618	100%
original contract	final contract						
\$ 643,490.20	\$ 676,697.47	Traffic Signal Construction, Conduit, Pull Boxes, Wiring, Concrete & Sidewalk Improvements, Handicap Ramps, etc.	Sept 2019	Apr 2020	City of Huntington Beach Joe Fuentes 2000 Main Street Huntington Beach, CA 92648 714-394-5676 jfuentes@surfcity-hb.org	Main St & 17th St #CC-1488	75%
original contract	final contract						
\$ 45,000.00	\$ 40,338.00	Replacement of Traffic Signal Loop Detectors	Feb 2020	Feb 2020	City of Oceanside Jeff Freetly 4927 Oceanside Boulevard Oceanside, CA 92056 760-435-5323 JFreetly@oceansideca.org	On Call Loop Detectors	100%



original contract	final contract						
\$ 858,785.50	\$ 916,950.71	Traffic Signal, Battery Back Up Systems, Video Detection Systems, Controller Cabinet, CCTV, Wiring, Pull Boxes, etc.	Apr 2019	Jul 2019	City of Pasadena Arnold Dichosa 100 North Garfield Avenue, N306 Pasadena, CA 626-744-7402 adichosa@cityofpasadena.net	Metro Goldline At-Grade Crossing Mobility Enhancements #31131 / FedAid #CML-5064(083)	100%
original contract	final contract						
\$ 2,587,172.50	\$ 2,587,172.50	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements, Fiber Optic, Networking, Microwave Systems	Aug 2017	May 2019	CA DOT Manuel Ruiz 790 Via Lata, #100 Colton, CA 92324 951-965-6327 manuel.ruiz@dot.ca.gov	Route 10, 210 #08-0E5514	90%
original contract	final contract						
\$ 108,786.00	\$ 108,786.00	Flashing Beacon, Curb Ramps, Signing & Striping, Concrete/Asphalt Improvements	Apr 2019	Apr 2019	City of Fontana Jasmine Pena 16489 Orange Wy Fontana, CA 949-644-3338 jpena@fontana.org	PE Trail at Maple Ave #CC-91-DE-18	80%
original contract	final contract						
\$ 314,729.92	\$ 314,729.92	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements	Oct 2018	Mar 2019	City of Corona Dennis Rails 400 S Vicentia Ave, #210 Corona, CA 951-736-2266 dennis.rails@coronaca.gov	Traffic Signal at Green River and Montana Ranch #2016-03	80%
original contract	final contract						
\$ 354,777.54	\$ 354,777.54	Traffic Signal Modifications, Curb Ramps, Concrete/Asphalt Improvements	Jul 2018	Mar 2019	City of Newport Beach Eric Loke 100 Civic Center Dr Newport Beach, CA 949-644-3311 eloke@newportbeachca.gov	TS Rehabilitation FY2017-2018 #7314-1	80%
original contract	final contract						
\$ 203,650.88	\$ 203,650.88	Traffic Signal Video Detection	May 2018	Feb 2019	City of Rancho Cucamonga Natalie Avila 10500 Civic Center Dr Rancho Cucamonga, CA 909-774-4076 natalie.avila@cityofrc.us	Traffic Signal Video Detection at 15 Locations #800-2018-01	100%
original contract	final contract						
\$ 608,424.00	\$ 608,424.00	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements, CCTV	Apr 2018	Oct 2018	City of Orange Medel Llanes 300 E Chapman Ave Orange, CA 714-744-5535 mllanes@cityoforange.org	Left Turn Phase Signal Modification   Chapman Ave & Cannon St #HSIPL-5073(079) SP-3868; Batavia St & Collins Ave #HSIPL-5073(081) SP3870	80%
original contract	final contract						
\$ 1,816,477.16	\$ 1,816,477.16	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements	Jan 2017	Oct 2018	LACDPW Joel Zaragoza 900 S Fremont Ave Alhambra, CA 91803 626-458-4973 JZARA@dpw.lacounty.gov	Colima Rd   Camino Del Sur to East of Tierra Luna (Pedestrian Crossing) #TSM0010196	85%
original contract	final contract						
\$ 1,039,990.01	\$ 1,039,990.01	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements	Aug 2017	Sept 2018	LACDPW Anoush Hovsepian 900 S Fremont Ave Alhambra, CA 91803 626-458-3139 ahovsepian@dpw.lacounty.gov	Florence Ave/Mills Ave   Orr and Day Rd to Whittier Blvd #TSM0010312	85%



## BID PROPOSAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### 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 California Professional Engineering, Inc.

TITLE OF PERSON SIGNING President

SIGNATURE 

DATE 11/8/2022

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

Please see attached

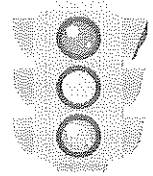
TO BE SUBMITTED WITH PROPOSAL

BP-13



# California Professional Engineering, Inc.

*-Quality Beyond Expectations-*



## EEO Policy Statement

It has been and will continue to be the policy of CALIFORNIA PROFESSIONAL ENGINEERING, INC. that it shall be an equal opportunity employer. To assure full implementation of this policy CALIFORNIA PROFESSIONAL ENGINEERING, INC. shall act affirmatively to assure that it will:

It is a policy of the Company to employ, retain, promote layoff or terminate and otherwise treat all employees solely on the basis of merit, competency, and qualifications and overall work performance. All employment decisions are made without regard to age, race, sex, gender, color, military service, sexual orientation, national origin, religious creed, ancestry, physical or mental condition, marital status or any other protected status as defined relevant law. Employees are strictly forbidden to harass co-workers for any reason. Compensation, terms, conditions, and privileges are to be equal for work.

Van Nguyen—President

EEO Officer: Van Nguyen  
19062 San Jose Ave  
La Puente, CA 91748  
626-810-1338  
[van@cpengineeringinc.com](mailto:van@cpengineeringinc.com)



## BID PROPOSAL

PROJECT NO. 972

FEDERAL PROJECT No. 5276 (033)

### **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: Van Nguyen

Title: President Company: California Professional Engineering, Inc.

**TO BE SUBMITTED WITH PROPOSAL**



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**  
**(Continued)**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**TO BE SUBMITTED WITH PROPOSAL**



**EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE**  
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.  
The following language, with minor edits, was taken from the Code of Federal Regulations.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION**

<b>1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)</b>	<b>2</b>
A. NONDISCRIMINATION STATEMENT	2
B. CONTRACT ASSURANCE	3
C. PROMPT PROGRESS PAYMENT	3
D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS	3
E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS	4
F. COMMITMENT AND UTILIZATION	5
G. DBE RUNNING TALLY OF ATTAINMENTS	6
<b>2. BID OPENING</b>	<b>6</b>
<b>3. BID RIGGING</b>	<b>6</b>
<b>4. CONTRACT AWARD</b>	<b>6</b>
<b>5. CONTRACTOR LICENSE</b>	<b>6</b>
<b>6. CHANGED CONDITIONS</b>	<b>6</b>
A. DIFFERING SITE CONDITIONS	6
B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER	6
C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK	7
<b>7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES</b>	<b>7</b>
<b>8. BUY AMERICA</b>	<b>7</b>
<b>9. QUALITY ASSURANCE</b>	<b>8</b>
<b>10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS</b>	<b>8</b>
<b>11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS</b>	<b>8</b>
<b>12. FEMALE AND MINORITY GOALS</b>	<b>22</b>
<b>13. TITLE VI ASSURANCES</b>	<b>23</b>
<b>14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)</b>	<b>27</b>
<b>15. FEDERAL TRAINEE PROGRAM</b>	<b>27</b>
<b>16. PROHIBITIONS OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES</b>	<b>29</b>



**1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that at date of bid opening the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

**A. Nondiscrimination Statement**

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.



**B. Contract Assurance**

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

**C. Prompt Progress Payment**

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

**D. Prompt Payment of Withheld Funds to Subcontractors**

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

**Method 1:** No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.



**Method 3:** The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### **E. Termination and Substitution of DBE Subcontractors**

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:



1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

#### **F. Commitment and Utilization**

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the



notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

#### **G. DBE RUNNING TALLY OF ATTAINMENTS**

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
5. **CONTRACTOR LICENSE**  
The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

#### **6. CHANGED CONDITIONS**

##### **A. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

##### **B. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.



2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

#### C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

#### 7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 25 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County of Northridge, Gardena the sum of \$500 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

#### 8. BUY AMERICA

**Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:**



1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

## **9. QUALITY ASSURANCE**

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

## **10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS**

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

## **11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS**

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)



[The following 12 pages must be physically inserted into the contract without modification.]



FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT  
PROVISIONS FEDERAL-AID  
CONSTRUCTION CONTRACTS**



- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

## I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

FHWA-1273 -- Revised May 1, 2012



**2. EEO Officer:** The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.



FHWA-1273 -- Revised May 1, 2012

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.



FHWA-1273 -- Revised May 1, 2012

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.



FHWA-1273 -- Revised May 1, 2012

**2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.



FHWA-1273 -- Revised May 1, 2012

**4. Apprentices and trainees****a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.



FHWA-1273 -- Revised May 1, 2012

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.



2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.



FHWA-1273 -- Revised May 1, 2012

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier 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.
- g. The prospective first tier 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 contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) 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.

\* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-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 statements, or receiving stolen property;
  - (3) 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 (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



FHWA-1273 -- Revised May 1, 2012

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier 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 with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. 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 normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.



**12. FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

<b>MINORITY UTILIZATION GOALS</b>		Goal (Percent)
	Economic Area	
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA CA Monterey	25.6
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
177	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
	CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA	14.3
178	CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties	
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA	
	CA Stanislaus	24.3
179	8120 Stockton, CA	
	CA San Joaquin	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA SMSA Counties:	19.1
	0680 Bakersfield, CA	
	CA Kern	26.1
	2840 Fresno, CA	



	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	19.7
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### 13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

#### APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,



- each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
  - e. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
    - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
  - f. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person



will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



**APPENDIX D****CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age;
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);



- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### 14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions  
(to be used when applicable)

#### 15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 1.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of Los Angeles :



1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of Los Angeles approval for this submitted information before the prime contractor starts work. The City/County of Los Angeles credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of Los Angeles and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the your equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Los Angeles reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.



Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

#### **16. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.



## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: Gardena 2. Contract DBE Goal: 8.1  
 3. Project Description: New Pedestrian Crosswalk with Hawk Signal System Vermont Ave & 133rd St  
 4. Project Location: \_\_\_\_\_  
 5. Bidder's Name: California Professional Engineering Inc. 6. Prime Certified DBE: ☒ 7. Bid Amount: 314,488  
 8. Total Dollar Amount for ALL Subcontractors: 102,260.50 9. Total Number of ALL Subcontractors: 2

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
4-20	Electrical	31277	California Professional Engineering Inc. 19062 San Jose Ave CT 91748	252,227.50
Local Agency to Complete this Section upon Execution of Award			15. TOTAL CLAIMED DBE PARTICIPATION	
21. Local Agency Contract Number: _____			\$0.00 VN	
22. Federal-Aid Project Number: _____			0.00 VN %	
23. Bid Opening Date: _____			80.20 %	
24. Contract Award Date: _____				
25. Award Amount: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
26. Local Agency Representative's Signature		27. Date	16. Preparer's Signature	17. Date
28. Local Agency Representative's Name		29. Phone	Van Nguyen	11/08/22
30. Local Agency Representative's Title			18. Preparer's Name	626-810-1838
			President	
			20. Preparer's Title	

- DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.  
 3. Include additional copy with award package.



ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT****CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

**LOCAL AGENCY SECTION**

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Award Amount** - Enter the contract award amount as stated in the executed contract.
- 26. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 27. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 28. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 29. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.



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**30. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

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## EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 11/08/2022 PE/CEFederal-aid Project No(s) HS1PL-5276(033) Bid Opening Date 11/08/2022 CON

The City of Gardena established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
<u>We are DBE</u>	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
<u>We are DBE</u>		



- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
We are DBE	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:



- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
We are DBE		

- H. Any additional data to support a demonstration of good faith efforts:





DEPARTMENT of GENERAL SERVICES

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:** New Crosswalk with Pedestrian Hybrid Beacon, JN 972

**Project Location (Specific):** Vermont Ave. just north of 133<sup>rd</sup> st.

**Project Location (City):** Gardena **Location (County):** Los Angeles County

**Description of nature, purpose and beneficiaries of project:** This project will install a new crosswalk with an overhead flashing beacon, traffic striping and remove and replace existing curb, gutter, sidewalk and curb ramps

**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:** William Mendoza **Telephone:** 310-217-9608

**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 12/3/20  
CLINT OSORIO Date  
Environmental Quality Officer

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



# HIGH-INTENSITY ACTIVATED CROSSWALK (HAWK) PEDESTRIAN HYBRID BEACON

(New Marked Crosswalk with PHB on Vermont/133st Project, JN 972)

Pedestrians will press the button to activate the HAWK signal and must wait for “walk” signal to cross the street.

Motorists must stop in advance of stop bar when signal is flashing and cannot proceed until flashing stops.

Sample Illustration

Sample – City of Goleta







# ***City of Gardena***

## ***Gardena City Council Meeting***

### ***AGENDA REPORT SUMMARY***

Agenda Item No. 16.C  
Section: DEPARTMENTAL  
ITEMS - PUBLIC WORKS  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: Award Professional Design Services Contract for the Mas Fukai Park Improvements Project, JN 820, to David Volz Design Landscape Architects, Inc., in the amount of \$755,830.

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

**Staff Recommendations: Approve Professional Services Contract**

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

Mas Fukai Park is a 4.53-acre neighborhood park located at 15800 South Brighton Avenue.

The park is adjacent to Peary Middle School and nearby Denker Avenue Elementary School, City Hall, City's Human Services (all within a 0.40-mile radius) and provides recreation facilities for Gardena residents. The park fronts Brighton Avenue on the west and Normandie Avenue on the east side and is south of 158th Street. Surrounding the park is mostly a residential neighborhood with single-family (R-1) through multi-family (R4), low-density multiple-family (R-2) residential zone.

In April 2020, the City hired a consultant, BGB Design Group, to develop a Master Plan for the Mas Fukai Park Improvements. The scope of the work entailed summarizing existing conditions, evaluating opportunities, and making recommendations for improvements. The Master Plan was completed and approved at the City Council meeting on July 26, 2022. At this meeting, the Council directed staff to proceed with the Design and Construction Document Phase.

The major existing components of the park are a 59-year-old community center equipped with three recreation rooms, a kitchen, two freestanding restroom buildings, three baseball diamonds, two basketball courts, tot-play area, recently renovated picnic shelter, and BBQ area. Due to the age of the park facilities, many of the existing features are reaching the end of their life cycle. The master plan has been developed to enhance the existing features but to also to focus on addressing program needs such as ADA compliance, water conservation, safety on the play field, drainage, programming of desired uses through community workshop participation, energy consumption, and solar system.

The design phase will reassure and implement the master plan to produce the construction document and eventually solicit bids for the construction of these. The main components will



be:

- New community center
- New stand-alone restroom building
- Regrading of existing ball fields
- Lighting
- Renovated irrigation system
- Pickleball & basketball courts
- Resilient surfacing at tot lots
- Concrete Pavers
- New site furnishings
- Landscaping
- New decomposed granite walking path

On August 2, 2022, the Department of Public Works released a Request for Proposal (RFP), for Design, Landscape Architecture/Architecture, and Engineering Services for the Project. On August 31, 2022, five (5) proposals were received. Two sealed envelopes were received from each firm, one with firm's qualifications and one with firm's fee. The fee proposals were not opened so that the evaluation would be done on qualifications.

Three staff members of Public Works and Recreation & Human Services evaluated the proposals for content, experience, relevant projects, completeness, team resume, ability to meet project schedule & insurance, references, and knowledge of the project. Staff selected top two (2) firms, David Volz Design (DVD) Landscape Architects, Inc. and SWA Group, for an interview on October 18, 2022.

Both firms introduced their team, presented their firm's and team members' background, and responded to questions regarding their approach and experiences in a forty-five (45) minute interview. After evaluating both firms, staff gave DVD a slight edge considering their more recent and similar project experiences. When the fee proposals were opened after selecting DVD as the better firm, staff found their fees of \$755,830 were \$144,045 lower than the SWA Group. The fees for all five (5) firms ranged from \$571,536 to \$899,875. DVD firm submitted the third lowest fee of \$755,830 and was considered reasonable by staff.

Established in 1997, DVD Landscape Architects has completed hundreds of community parks and public landscapes. The firm and their sub consultants truly specialize in public facilities and park projects. DVD Landscape Architects' office is in Orange County, Costa Mesa, and currently managing ten (10) similar park projects and have completed thirty (30) park projects in last three (3) years. All their projects have been in southern California and are public projects. Additionally, the team's performance of Landscape Architect, Building Architect, Civil Engineering and Electrical Engineering all have been directly verified by City staff members based on the past project experiences.



Staff respectfully recommends that the City Council award a Professional Design Service Contract for the Mas Fukai Park Improvements Project, JN 820, to David Volz Design Landscape Architects, Inc., in the amount of \$755,830.

As the project goes through the design phase, staff will submit the project for funding opportunities for construction as they become available.

**FINANCIAL IMPACT/COST:**

FY 2022-2023 Project Budget: \$1 million

Funding Source: Park in-lieu

**ATTACHMENTS:**

[JN 820\\_Mas Fukai Park Improvements\\_DVD Consultant Agreement.pdf](#)

APPROVED:

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

---

Clint Osorio, City Manager



## **CITY OF GARDENA CONSULTANT AGREEMENT WITH DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.**

This Agreement is entered into this 13th day of December, 2022, by and between the **City of Gardena**, a municipal corporation ("City") and **David Volz Design Landscape Architects, Inc.**, a California Corporation ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
  - A. Whereas, City is desirous of obtaining professional consultant services to develop a design landscape architectural/architectural and engineering services for Mas Fukai Park Improvements;
  - B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and
  - C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement; and
  - 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.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until completion, unless earlier terminated as provided below.
  - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
  - B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
  - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all 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 be entitled to reasonable compensation for the



services it performs up to the date of termination; however, if the Agreement is terminated by City for cause, other than lack of funding, or by Consultant without cause, City shall be entitled to deduct any costs it incurs payment to another consultant for Services, which duplicate Consultant's Services to date. In the event of termination for other than cause attributable to Consultant, Consultant shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.

3. **SERVICES.** Consultant agrees to provide the services as specified in the City's Request for Proposal (RFP), **Exhibit A**, attached hereto and incorporated herein by this reference ("services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.
4. **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 agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.
5. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid to City's RFP, which is incorporated herein as **Exhibit B**. In the event of any inconsistency between the terms of the proposal and this Agreement, it shall be resolved by giving precedence in the following order: (a) The Agreement (b) Exhibit A (c) Exhibit B.
6. **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 term of this 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. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **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.
8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by



this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the General Services Director/City Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the General Services Director/City Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the General Services Director/City Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the General Services Director/City Engineer 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 2 above.

10. **COMPENSATION.** Consultant shall be compensated as follows:

- A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference. In no event shall compensation under this Agreement exceed **seven hundred fifty-five thousand eight hundred thirty and 00/00 (\$755,830.00)** without the prior written authorization of the City Council.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. 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. City 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 City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. 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.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

## 11. **INSURANCE REQUIREMENTS.**

- 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 coverages required in this Section. Consultant's insurance shall



comply with all items specified by this Agreement. Any subcontractors shall be subject to all 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. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:
  - 1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages 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 coverages 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 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 limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
  - 3. Worker's Compensation and Employers Liability Insurance – a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
  - 4. Professional Errors & Omissions ("E&O") – a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy shall be issued by an insurance company which is admitted to do business in the State of California.



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

- a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."
- d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.
- e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor 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 retentions 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 therefor, 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.
- H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

**12. INDEMNIFICATION.** 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 subconsultants, 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 subconsultants, 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 subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants 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. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity and defense shall be limited to the extend required by Civil Code Section



2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or misconduct of Consultant. 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.

13. **COOPERATION.** In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
14. **INDEPENDENT CONTRACTOR.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
15. **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.



16. **NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under 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 as City employee(s) for hire 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 or expiration 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 ("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. **NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES.** Contractor 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 Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.
20. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
21. **COMPLIANCE WITH LAWS.** 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.
22. **CONFLICT OF INTEREST AND REPORTING.** 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.



23. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.
25. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.
26. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City:                      City of Gardena  
                                     1700 West 162nd Street  
                                     Gardena, California 90247  
                                     Attn: Allan Rigg  
                                     Director of Public Works

To Consultant:            DVD Landscape Architects, Inc.  
                                     151 Kalmus Drive, Suite M8  
                                     Costa Mesa, California 92626  
                                     Attn: David Volz  
                                     President

Notices shall be deemed to have been served upon the date of personal service or three (3) working days after the same has been deposited in the United States Postal Service.

27. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.
28. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.



**29. PUBLIC RECORD ACT DISCLOSURE.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

**30. MAINTENANCE OF RECORDS.** Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:

- A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
- B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
- C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
- D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.

**31. BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**32. GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

**33. SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

**34. AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

**35. 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.

36. **PREPARATION OF AGREEMENT.** 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.
37. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
38. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will 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.

**IN WITNESS WHEREOF**, City and Consultant have executed this Agreement as of the date first hereinabove set forth.

CITY OF GARDENA

CONSULTANT – DAVID VOLZ DESIGN  
LANDSCAPE ARCHITECTS, INC.

\_\_\_\_\_  
Tasha Cerda, Mayor

David Volz

\_\_\_\_\_  
Name

ATTEST:

Sign: David Volz

Title: President

\_\_\_\_\_  
Mina Semenza, City Clerk

David Volz

\_\_\_\_\_  
Name

APPROVED AS TO FORM:

Sign: David Volz

Title: Secretary

Carmen Vasquez

\_\_\_\_\_  
Carmen Vasquez, City Attorney



# EXHIBIT A -

REQUEST FOR PROPOSAL  
FOR  
DESIGN, LANDSCAPE ARCHITECTURE/ARCHITECTURE AND  
ENGINEERING SERVICES FOR  
MAS FUKAI PARK IMPROVEMENTS PROJECT, JN 820





# CITY OF GARDENA

## PUBLIC WORKS DEPARTMENT

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### REQUEST FOR PROPOSAL

DESIGN, LANDSCAPE ARCHITECTURE/ARCHITECTURE AND  
ENGINEERING SERVICES FOR MAS FUKAI PARK IMPROVEMENTS

JOB NUMBER (JN) 820

AUGUST 2022



### **SUBMITTAL INFORMATION**

All proposals must be received by the Public Work's Office, at the City of Gardena, **no later than: Wednesday, August 31, 2022, at 4:00 p.m. in two sealed envelopes** – one shall be solely for the fee proposal. Proposals received after the time and date indicated above shall be deemed nonresponsive and returned unopened.

Proposal for Design, Landscape Architecture/Architecture and Engineering  
Services for Mas Fukai Park Improvements (JN 820)  
Office of the Public Works Department  
City of Gardena  
1717 W. 162<sup>nd</sup> Street  
Gardena, California 90247-3778

Contact Info: Kevin Kwak, Principal Civil Engineer at  
[kkwak@cityofgardena.org](mailto:kkwak@cityofgardena.org) or 310.217.9643



**REQUEST FOR PROPOSAL  
DESIGN, LANDSCAPE ARCHITECTURE/ARCHITECTURE  
AND ENGINEERING SERVICES  
FOR  
MAS FUKAI PARK IMPROVEMENTS, JN 820**

The City of Gardena ("City") is requesting proposals from qualified design, landscape architectural/architectural and engineering consultant firms ("Firms") to design, landscape architectural/architectural and engineering services for the Mas Fukai Park Improvements ("Project"). The City invites qualified Firms to submit proposals to provide complete landscape architectural/architectural and engineering design and construction cost estimating services for the Project. The City is seeking design teams with community center and park renovation design experience as well as experience working with public municipal agencies.

**GENERAL INFORMATION**

Mas Fukai Park is a 4.53-acre neighborhood park located at 15800 South Brighton Avenue. The park is adjacent to Peary Middle School and nearby Denker Avenue Elementary School, City Hall, City's Human Services (all within a 0.40-mile radius) and provides recreation facilities for Gardena residents. The park fronts Brighton Avenue on the west and Normandie Avenue on east side just south of 158<sup>th</sup> Street. Surrounding the park is mostly a residential neighborhood with single-family (R-1) through multi-family (R-4) low-density and multi-family (R-2) residential zone.

The park was purchased from the County and dedicated as a City park in 1960. In June 2000, the Gardena City Council rededicated Recreation Park as Mas Fukai Park. Masani "Mas" Fukai was elected to Council in 1974 and served until his retirement in 1988. Mas, as his friends and associates call him, also served for five years as the Chief Deputy to then Los Angeles County Supervisor Kenneth Hahn.

The major components of the park are a 59-year-old community center equipped with three recreation rooms, kitchen, two freestanding restroom buildings, three baseball diamonds, two basketball courts, tot play area, and recently renovated picnic shelter and BBQ area.

Due to its intense use and age, the park's outdated facilities are in need of major modernization, renovation and reconstruction. In addition, as the contemporary uses of the park have changed over time, its existing uses need to be reconsidered.

**PROPOSAL INFORMATION**

The purpose of this Request for Proposal (RFP) is to select a Firm to provide Design, Architecture and Engineering services for the Mas Fukai Park Improvements. The City intends to select one Firm to perform all the items listed in the Scope of Work section.



The overarching goal is to reconstruct the dilapidated community center, restroom facilities and enhance the overall park to maximize its use, improve energy efficiency while reducing maintenance costs, and provide a variety of additional features that can accommodate the needs of residents of all ages in an all-inclusive park.

The City recently completed a Park Master Plan that consist of site inventory and analysis/assessment, community/neighboring meetings and surveys, development of a conceptual site plans and supporting drawings and documents (See Appendix A).

The City recognizes there may be questions or items requiring discussion and/or clarification prior to each Firm's preparation and submission of its proposal. If questions do arise, direct all questions to Kevin Kwak via email at [kkwak@cityofgardena.org](mailto:kkwak@cityofgardena.org). If necessary, clarifications, explanations, or instructions shall be sent in writing or electronically to all firms having requested this RFP. Requests for Clarifications will not be accepted, nor responded to after 4:00 P.M. on Friday August 19, 2022. Any interpretations or addenda issued by the City shall be incorporated into this RFP.

| Proposers may not rely on any oral interpretations given by any City employee and may only rely upon officially issued, written addenda.

The City reserves the right to determine (in its sole discretion) if a formal pre-proposal session with candidate Firms will be required. The City's objective is to ensure an appropriate exchange of information prior to proposal preparation and submission to minimize both wasted effort by Firms and unnecessary follow-up by City personnel during the evaluation process.

The schedule below is tentative and subject to change:

RFP Release	August 2, 2022
Request for Clarifications	August 19, 2022, by 4:00 p.m.
<b>Bid Proposal Due</b>	<b>August 31, 2022, by 4:00 p.m.</b>
Selection Committee Review	Week of September 5, 2022
Interviews (if needed)	Week of September 19, 2022
City Council Approval of Contract	October 11, 2022

## **SCOPE OF SERVICE**

Conceptually estimated total cost of the project is approximately \$7 million including design and construction management and inspection services, and construction contingency. City has currently allocated \$4.5 million (Park-in-lieu) funds and the remaining \$2.5 million is to be determined. The project will consist of two parts with milestones of approximate durations as follows:

### ***Project Part 1 – Predesign, Feasibility and Budget Verification***

Program Verification and Feasibility – 3 weeks



Conceptual Design and Estimate – 8 weeks

Planning and Environmental Review – 3 weeks

Schematic Design and Project Estimate – 6 weeks

***Project Part 2 – Project Design and Construction***

Design Development – 6 weeks

Construction Documents – 8 weeks

Permitting, Bidding and Award – 3 months

Construction Phase – 12 months

The duration for the overall phases and milestones does not include the City's review time of approximately two to three weeks added to the end of each milestone. The Firm shall not proceed with the next phase or milestone until receiving written approval from the City.

The required landscape architectural/architectural and engineering design and construction cost estimating services for this project consist of the following general scope of services:

***Project Part 1 – Predesign, Feasibility and Budget Verification:***

Provide project schedule upon project commencement and update as milestones are achieved.

Review existing plans, specifications, reports, studies, and conduct site visit(s).

Review the existing and proposed project program. Make recommendations for adjustments based on operational input from City staff, past experience on similar projects, results of study "year-round" versus "seasonal" operations, as well as potential program expansion include a teen center.

Addition to master plan, verify feasibility and budget to include solar panels to the proposed new community center.

Regular meetings with City staff including code review meetings with the City Engineer and Fire Protection Engineer (or their representative). The architect shall prepare meeting agendas prior to the meetings and summaries after the meetings.



Produce the schematic designs for review and approval by the City. Site and building designs should be modeled and produced in 3-D CAD with plans and full color presentation perspective renderings that are submitted in Adobe Portable Document Format (PDF) and other electronic formats acceptable to the City.

Construction cost estimating at the end of each design phase milestone, submitted with the design drawings and specifications.

All soils and geotechnical investigation needed to complete the design.

Conduct studies required to support the California Environmental Quality Act (CEQA) process including development of Technical Reports in preparation of CEQA document ranging from Categorical Exemptions and Initial Studies to Mitigated Negative Declarations if necessary.

### ***Project Part 2 – Project Design and Construction***

Produce design development, Construction Documents (CD), permits, bid drawings, and technical specifications. Drawings should be produced and submitted to the City in AutoCAD and Adobe Portable Document Format (PDF).

Incorporate construction phasing into the construction documents as required. Incorporate option for issuance of separate CD if necessary to bid out recreation/community building by itself pending allowable construction budget.

Submit the project for approval from the Los Angeles County Department of Health, the State Division of Occupational Safety and Health, utility companies, and all other authorities having jurisdiction on this project including responding to their comments, modifying the drawings and specifications as required, and resubmitting as many times as required to obtain approval.

Coordinate with West Basin Municipal Water District to incorporate an on-site recycled water system. West Basin's project to provide a recycled water pipeline to the Mas Fukai park is currently in design development and anticipate a pipeline could be available within one to two years. West Basin is to also provide a support in on-site retrofit design plans.

Submit the project for a building permit including responding to Building Inspection Division comments, modifying the drawings and specifications as required and resubmitting as many times as required to obtain a building permit.

Assist the City with bidding the project, including attending the pre-bid and pre-construction meetings, answering Requests for Information (RFI), reviewing requests for substitutions, etc.



Make recommendations to the City for furniture, fixtures, and equipment selection and produce (1) one or more procurement package(s).

Construction administration include attending project meetings and site visits as required to stay informed as to the progress of the project, responding to RFI, reviewing submittals and making contract document changes necessary to support the completion of the project.

Preparation of as-built drawings and specifications in AutoCAD and Microsoft Word, respectively.

Management and implementation of all LEED reporting procedures, documentation and certification.

Attend the (11) eleven-month post-occupancy inspection.

The landscape architect/architect or engineer shall retain and coordinate the work of subconsultants as needed to complete the above-requested services. The City reserves the right to select, approve, recommend or disapprove subconsultants for any of the above services at its discretion.

***General Provisions (All Phases):***

In the performance of all services, the consultant shall address the following requirements:

Allow for flexible use of interior and exterior spaces.

Achieve an optimum balance between program requirements and project budget.

Comply with the Americans with Disabilities Act, County Health Department, and CA-DOSH requirements and all applicable codes.

Design energy efficient facilities to the extent possible.

Provide a design that minimizes both initial construction and long-term maintenance costs.

Incorporate LEED Silver criteria within the project.

Submit all project materials to the City in both hard and soft copy formats acceptable to the City (e.g., MS Word, PDF, AutoCAD, etc.).



## **FORMAT AND CONTENTS OF RESPONSES**

The proposal shall consist of (2) two parts submitted as one package.

### **Proposal – Part One**

Part One of the Proposal shall describe the consultant's understanding of the project, approach to accomplishing the project goals, relevant past experience, and any litigation brought against the firm within the last (5) five years. Part One shall be limited to (10) ten double-sided pages on (10) ten sheets, which is (20) twenty pages, excluding table of contents, cover letter, resumes of team members, and any promotional materials. **Consultants shall submit (3) three hard copies and (1) one PDF file on PC-compatible USB drive of Part One.**

In Part One, the consultant shall, as a minimum:

1. Explain the general background, qualifications, and organizational structure of the firm and describe any special knowledge or capabilities material to the project that exist within the firm.
2. Outline the proposed approach to the scope of services including organization and scheduling of tasks to be performed; capacity to keep the project on schedule and within budget; approaches to work with City staff and policy-making agencies and community groups; and other relevant factors pertaining to formulation and execution of a successful project.
3. Identify the name and title of the lead contact person and principal who will be assigned to this project. Provide a work history for key personnel. Give a description of their responsibilities and the percentage of time expected to be spent on this project. Identify the support staff available for this project.
4. Provide a list of recent projects for which the firm has provided services of a similar nature. Provide all pertinent information including project description, contact person, phone number, location, duration, and current project status.
5. Submit a list of subconsultants to be utilized on the project and describe how each subconsultant will be utilized. Provide a list of their similar past projects with locations and brief description of referenced projects. Identify principal staff assigned to this project from each subconsultant firm and their responsibilities on this project.
6. As applicable, submit a list of lawsuits filed within the past (5) five years against the firm or its principals alleging misconduct and/or negligence. Submit a list of claims within the past (5) five years against the firm's Professional Liability



Insurance policy (errors and omissions), if any.

Accompanying each list shall be a declaration by a principal of the firm indicating careful review of such lists and adding appropriate information concerning the current status or disposition of the lawsuits or claims. This information may be submitted separately and confidentially if so desired.

7. As applicable, submit a list of all projects (completed within the past (3) three years or currently under construction or design) located within Southern California. Accompanying such a list shall be a declaration by a principal of the firm indicating knowledge of and careful review of the subject matter and asserting freedom from conflicts of interest which might arise from relationships with parties that are involved in disputes with the City.
8. Indicate the location(s) of the office(s) in which the work will be completed, and the amount of work presently under way.
9. Firms are required to list at least five (5) professional references, three of which shall be in municipal or public agency reference related to a community center and/or park improvements. Please list your client references in the Appendix section of this RFP and include for each one the following information: a complete description of the work/services provided, the name of the client, and the contact information of the client, including telephone number, and/or address. The information concerning the work/services provided for each client must be no more than five (5) years old.

***Project Part “A” – Predesign, Feasibility and Budget Verification:***

- Project kick-off meeting with City staff.
- Building and site walk-through and examination of existing plans.
- Review and confirmation project requirements and operational program with City staff.
  - Submit itemized space and functional program for building, and site features and amenities.
- Completion of conceptual and schematic designs and associated estimates of probable construction costs.
  - One or more outreach meeting, City Council meetings necessary for approval of and input on final proposed concept design.



***Project Part “B” – Project Design and Construction:***

- Completion of design development, and construction documents, plans and specifications.
  - Submit and review design documents with City staff at 50 percent, 90 percent, and 100 percent completion of each milestone.
  - Submit and review a construction cost estimate with City staff at the completion of each milestone.
  - Finalize documents based on feedback from City staff and all authorities having jurisdiction.
- Submit all project documents necessary to the City of Gardena Building Inspection Division and CA-DOSH and obtain all permits.
- Submit all project documents necessary to the County of Los Angeles Health Department to obtain a permit for a public community center.
- Assist City staff with bidding project for construction.
  - Incorporate Bid Addendum, as required, to issue a conformed “For Construction Set” after the bid phase is completed.
  - Construction administration.
- Preparation of record documents after construction is complete.
  - Submit hard and soft copies of all project documents to City.
- Submit evidence of the required insurance as set forth in the attached sample consultant agreement (see Attachment B).

**Proposal – Part Two**

Part Two of the Proposal shall be (2) two fee schedules **submitted in a separate sealed envelope** marked “CITY OF GARDENA, MAS FUKAI PARK IMPROVEMENTS, FEE PROPOSALS.” The envelope shall also bear the name and business address of the proposer. **Consultants shall submit (1) one hard copy and (1) one PDF file on PC-compatible USB drive of Part Two.**

The elements of the fee schedule shall include the following:



1. A time and material not-to-exceed fee table for the project, for each consultant, inclusive of appropriate meetings with City staff. The fees shall show the total for each consultant, each phase, and an overall total.
2. A fee for reimbursable expenses, including reproduction of plans, renderings, etc., which would not be considered planning or design services.
3. A list of potential additional services other than the basic services. These additional services will be reviewed on a case-by-case basis by the City and will be compensated on an hourly basis with proper written authorization prior to commencement of such work.
4. An hourly rate schedule, valid for the entire length of the project, for all staff working on the project.

### **CRITERIA FOR SELECTION**

City staff will evaluate the proposals submitted and assign each a ranking. The following are the criteria for evaluation of the proposals (in random order):

1. Experience of the firm and project team in performing similar work for the City and/or other public agencies.
2. Demonstrated success on previous projects, especially of similar scope, including quality of work and meeting project schedule and budget.
3. Qualifications of key staff and subconsultants who will carry out the assignment.
4. Completeness in answering this Request for Proposals.
5. Effectiveness, clarity, and conciseness of project approach.
6. Ability to meet the project schedule.
7. Ability to meet insurance requirements.
8. Any litigation brought against the firm.

The City will check the references of the top-ranked consultants for such things as record in accomplishing work in a timely manner for similar projects within budget, quality of work completed for the City or other public agencies, ability to work with City staff and the public, as well as any outstanding litigation.



The City shall negotiate an agreement with the most qualified consultant. If negotiations with such consultant are unsuccessful, the City will negotiate with the second most qualified firm. The selection process will be complete once a contract is executed. When the City has reached an agreement with a consultant, all firms submitting a proposal will be notified of the results in writing.

Per City policy, the determination of the most qualified consultant shall be on the basis of demonstrated competence and qualifications for the type of services required. The fee proposal will remain confidential in the initial selection process and will not be used as the sole determining factor in consultant selection, but will be one determining factor if more than one firm is deemed qualified to perform the work required on the project.

**FEE Separately Evaluated: (PROPOSAL PRICE SHEET)**

**The evaluation panel may, if it deems necessary, select certain proposers for oral interviews and/or presentations. Interviews apply only to the top finalist(s), as determined by the evaluation panel. The oral interviews will allow finalists to demonstrate their understanding of the project objectives and to articulate their capability to meet or exceed the requirements of this RFP.**

**PROPOSAL SUBMISSION DATE**

All proposals must be received by the Public Works Department, City of Gardena, no later than: **Wednesday, August 31, 2022, at 4:00 p.m.** in a sealed envelope. Proposals received after the time and date indicated above shall be deemed nonresponsive and returned unopened.

Address all proposals to:

Proposal for Design, Landscape Architecture/Architecture and Engineering  
Services for Mas Fukai Park Improvements (JN 820)  
Office of the Public Works Department  
City of Gardena  
1717 W. 162<sup>nd</sup> Street  
Gardena, California 90247-3778

No amendments, additions, or alternates will be accepted after the designated submission time and date.

Each proposal shall be considered valid and binding for a period of 120 days after the proposal due date.

All proposals and documents submitted will become the property of the City. Anything considered to be proprietary should be so designated in writing by the proposing firm.



## **LEGAL AND INSURANCE REQUIREMENTS**

The insurance requirements listed in the sample consultant agreement (see Attachment B) are mandatory for the consultant.

## **OTHER CITY REQUIREMENTS**

The City reserves the right (in its sole discretion) to reject any or all proposals. The City shall consider all proposals based on the entirety of the response to this RFP.

The City reserves the right to negotiate specific requirements and cost using the selected proposal as a basis.

The City reserves the right to request additional information from each Firm and to request oral interviews.

The City also reserves the right to reject all RFP's if they are deemed unsuitable to meet the City's needs. Late or incomplete proposals will not be considered, and the City reserves the right (in its sole discretion) to determine the completeness of all RFP's.

## **AVAILABLE BACKGROUND MATERIALS**

The following is a list of available background material:

Original drawings of the building and site.

The City does not warrant the accuracy of the information contained in this document.

## **CITY'S RIGHT TO REJECT; WAIVE IRREGULARITIES**

The City reserves the right to reject any or all proposals received in response to this RFP for any reason or waive any irregularities or informalities contained in the proposals consistent with the law.

## **CITY'S RIGHT TO TERMINATE**

Although the City anticipates successful completion of all phases of work for this project, it reserves the right to terminate work at any time. The consultant's work for this project shall be considered the property of the City to do with as it wishes, regardless of whether or not the project is fully completed.

## **COST OF PROPOSAL PREPARATION**

The Firm, including their sub-contractors, is responsible for any costs incurred in responding to this RFP.



## **ATTACHMENT A**

### **Mas Fukai Park Master Plan – Summary of Existing Conditions and Recommendations**



June 06, 2022

City of Gardena Dept. of General Services  
 Public Works  
 1717 West 162 Street  
 Gardena, CA 90247-3778  
 ATTN: Kevin Kwak

## MAS FUKAI PARK SUMMARY OF EXISTING CONDITIONS AND RECOMMENDATIONS

### PARK CONTEXT

Mas Fukai Park is a 4.53-acre neighborhood park located at 15800 South Brighton Avenue. The park is adjacent to Peary Middle School and nearby Denker Avenue Elementary School, City Hall, City's Human Services (all within a 0.40-mile radius) and provides recreation facilities for Gardena residents. The park fronts Brighton Avenue on the west and Normandie Avenue on east side just south of 158th Street. Surrounding the park is mostly a residential neighborhood with single-family (R-1) through multi-family (R4) low-density multiple-family (R-2) residential zone.

The park was purchased from the County and dedicated as a City park in 1960. In June 2000, the Gardena City Council rededicated Recreation Park as Mas Fukai Park. Masani "Mas" Fukai was elected to Council in 1974 and served until his retirement in 1998. Mas, as his friends and associates call him, also served for five years as the Chief Deputy to then Los Angeles County Supervisor Kenneth Hahn.

The major components of the park are a 59-year old community center equipped with three recreation rooms, kitchen, two freestanding restroom buildings, three baseball diamonds, two basketball courts, tot play area, and recently renovated picnic shelter and bbq area.

### SITE INVENTORY ASSESSMENT

Due to the age of the park facilities, many of the existing features are reaching their life cycle end. The master plan being developed will focus on some of these features as well as addressing current programming needs such as ADA compliance, water quality management program (WQMP), safety on the play fields, drainage, programming of desired uses through community workshop participation and energy consumption.

### COMMUNITY OUTREACH

In November 2021, a community outreach session was held in addition to a subsequent online community questionnaire. City staff meetings further engaged the master plan process to query park patrons as to their opinions for future park needs and deficiencies within the current facilities. The major outcomes of the outreach are as follows:

- New Community Building
- Resilient surfacing for Tot Lot
- Added Pickleball Courts without reducing the number of Basketball Courts
- An Interior Walking Track
- New Restroom Facilities for the Main Ballfield





- New ADA Compliant Bleachers and Access
- Exercise Equipment
- Foot Reflexology Labyrinth
- Efficient Field Lighting
- Improved Field Conditions

The Landscape Master Plan reflects the incorporation of staff concerns with degraded facilities and community input from in-person meetings and on-line notifications. A teen space shall be considered which is not currently reflected in the master plan.



## BALL FIELDS

The two existing baseball diamonds are continuously used by the Little League and adult softball leagues. The brick dust infields are well groomed through a city maintenance program. However, over the years uneven playing surfaces have developed causing puddling during rain events. Utility / pull box(s) are located in the field of play, potentially a cause for injury. Soil settlement over time have created depressions within the turf play area. Although the overall turf appearance is relatively uniform, it may be beneficial to conduct an irrigation water audit to determine the irrigation system efficiency.

### Recommendations

- Scour existing brick dust infield and import additional stabilized brick dust and laser re-grade to meet recreational field standards.
- Determine viability of relocating any/all utility boxes located within the field of play.
- Conduct water audit for irrigation coverage. Traditional “catch can” testing or GPS mapping of systems with uniformity distribution software can objectively determine efficiency of systems. Recommendation for head / nozzle replacements to meet current industry standards can then be determined.
- Conduct agronomy testing of existing turf soil conditions to determine any deficiencies. Close mow turfgrass and aerate the soil. Provide 50/50 sand / soil mix and prepare uniform grades throughout Address any “lips” at edges of play / brick dust surface. Overseed with appropriate turfgrass mix.

## TOT LOT

The existing tot lot equipment configuration provides a variety of play experiences for different age levels given the allotted space. Poured -in-place resilient surfacing provides access to each of the play experience points of entry and exit (i.e. slides, swings and climbing points). The remaining area comprises compacted sand. The resilient surfacing is starting to delaminate and due for replacement.



### Recommendations

- Remove all the existing resilient surfacing and sand. Replace with resilient tiles throughout. Tiles can be replaced if damaged in the future, whereas poured-in-place surfacing repairs are difficult and noticeable.
- Allow the existing play equipment to reach its eventual life cycle end before replacement. Tiles may allow this replacement to occur in a more economic fashion, given the surfacing and equipment would be on different life cycles.



## PARKING

Mas Fukai Park is a local park, served only with on-street parking. The master plan proposes (1) Van and (1) Standard ADA stall to be constructed near the entry to the community center. This would provide accessibility to the various park experiences.

## HARDCOURT PLAY

Currently, the park has (2) basketball courts. A new sail shade structure for picnicking along with BBQ stations was constructed in 2021. The basketball courts are in relatively good condition with a Sportsmaster™ or equal surface treatment. Cracks in the concrete are evidenced which may be filled / repaired if the city determines the need to bring all the surfacing to the same level. The post / backboards / hoops are in relatively good condition.

### Recommendations

During the public outreach / comment phase, a strong demand for pickleball courts was expressed without reducing basketball play area. Hardcourt play to be reconfigured to meet the expanding recreational programming needs.



## MULTI-USE AREAS

An existing raised former horseshoe pit area adjacent to the community center will required repurposing and is master planned as open area for yoga, Tai Chi, Zumba or other programmed activities. Alternatively, this area could be converted to exercise stations. The city will seek public input to determine eventual use. Additionally, this area could receive a similar shade structure to compliment the new group picnic structure. An adjacent open turf area outside of the ball field play, may also be explored for potential active use.

## WQMP REQUIREMENTS

Pending the outcome of the final master plan document, a Non-Priority Determination study will address the impact of additional impervious vs pervious pavement replacement or additions. This will likely require removals and replacement surfacing around the main ball diamond / bleacher area to be constructed with pervious pavers or concrete. Additionally, a significant portion of the arrival court and ballfield viewing area adjacent to the recreational building be converted to pervious surfacing to remain under the 5,000 s.f. non-priority threshold. Other BMP's being explored will be to provide a rain garden on the south side of the recreation building fed from downspouts and adjacent hardscape to retain stormwater run-off.

## ELECTRICAL SYSTEM

- **Main Electrical Service:** The existing service is fed overhead from Normandie Ave. and drops down into a 277/480V 600A Electrical service. The service itself is aged but appears to be in good working condition and has 10-15 years of useful life left. From this service, there are (2) distribution sections that serve the park. One is located adjacent to the basketball courts and one is located on the west side of baseball diamond off of Brighton Ave. Both of these distributions appear to be original to the park and are well past their useful life. Both are in need of replacement. Being that they are outdoors, typical anticipated life cycle is approx. 25 years. The following is description of what each distribution feeds.



- Basketball Court Distribution – Distribution consists of a 225A 480V Panel, 75kVA transformer and 225A 120/208V Panel. Distribution also provides power to Baseball Distribution Panel. This distribution feeds the park area lighting around the basketball courts, RR Building and Community Building.
- Baseball Distribution – Distribution consists of a 75kVA transformer and 225A 120/208V Panel. This switchgear feeds the lighting associated with the baseball fields.
- Building: The building is currently fed by a single panel located in the maintenance space between the two exterior restroom spaces. The panel is original to the building and was sized to accommodate the anticipated electrical load, which was minimal when it was installed. The building has no HVAC, only gas fired wall heaters and minimal outlets and lights. The panel is currently being fed from a 208V distribution panel located adjacent to the existing basketball courts. Panel should be replaced as it is passed its useful life cycle.



- Park Lighting: Overall the park lighting needs to be improved. Most of the fixtures are aged or damaged. There are some newer LED fixtures that have been installed in some locations but there is no consistency to the fixtures. The general lighting/security lighting should be designed to meet current park design as it has changed from original concept.
- Sports Field Lighting: The existing fixtures are 1000W metal halide with several burned out fixtures. It is understood that replacement only occurs after several fixtures are scheduled for replacement due to significant costs for the rental of a boom truck personnel required for singular replacements. The City should consider an LED option not only for energy savings but also reduced cost of maintenance. The existing fixtures typically have a 12,000 - 15,000 lamp hour rating where LED fixtures are anywhere from 70,000 – 100,000 hours. Although the existing poles look to be in reusable condition, it may be more practical to replace the entire pole and luminaire assembly. A photometric study is recommended to determine benefits or constraints with reuse of poles versus replacement with new fixture arrays. We would highly recommend that the City look at a sports lighting



manufacturer like Musco, Sportslite or GE to do the design with an LED option. The City's energy consumption would drop over 45% if the lights are replaced with an LED option and a cloud-based lighting controller to help with scheduling. Additionally, a subscription-based system offers immediate replacement of bulbs.

- The existing message board and park identification sign installed approximately (8) years ago and currently non-operational. Additionally, it is understood the software programming interface is antiquated. Staff would prefer an alternate messaging solution, including the relocation of a new monument / messaging board to the area adjacent to the main ball diamond. Existing street trees may need to be replaced to not obscure the messaging.

## RECREATION BUILDING

The following on-site observations were made by Crane Architects for the existing one-story 4,750 s.f. recreation building built in 1960.

- Existing wood structural members have extensive wood rot. This can be seen in the existing exposed beams, fascias, and exposed roof sheathing. Additional wood rot most likely exists in other areas that are covered by other building materials/finishes and the extent of the wood rot cannot be known unless these areas are exposed.
- Mechanical System: The interior of the existing building is hot during the summer and cold during the winter. The existing mechanical system is old and out of service. The existing system was heating only which was typical for this time period. Due to the building construction, there is no insulation in the walls, ceiling or below the roof. Windows are low efficient single pane, which do not comply to current code. Due to all these existing conditions, making the existing building comply with current code will be very challenging and not cost effective. Being that walls are CMU block, they would need to be furred out in order to add insulation. Since there is very little ceiling, this would make insulating the roof very difficult. Since the existing mechanical system was heating only, each room has an individual unit. If the building is to be cooled, there is little to no space to run ductwork. This makes the options to use different types of units out of the equation. Since there might only be one or two options available, the cost cannot be easily controlled.
- Plumbing System: The existing plumbing systems in the public restrooms are non-functional and are currently closed off to public use because they do not work. Existing plumbing fixtures throughout, including toilets, urinals, lavatory, and kitchen sink faucets are old and are not the low water consumption fixtures required by the current building code. If the building is remodeled, state law requires all plumbing fixtures to be replaced with new water efficient fixtures. The plumbing systems in the existing kitchen do not comply with current Plumbing Code or Health Department requires for indirect waste, prep and three-compartment sinks, floor sinks, and other required features. In addition, the existing domestic water and sewer systems are old and outdated and would require extensive repair or full replacement. The current building is not ADA accessible. The entrances to the public restrooms do not comply with required path-of-travel widths and slopes. Toilet stalls, urinals, and lavatories do not comply with minimum ADA or Building Code requirements. Existing door thresholds and door hardware are not accessible and level landings are required at each entrance/exit door. Counter heights, light switch heights, and electrical outlet heights are additional building features that are non-compliant.
- The building is not energy efficient. Inefficient building features include the following:
  - Lighting systems (refer to Item #7 for deficiencies)
  - Window & Door systems: Existing window system are single pane windows with glazing that has minimal efficiency related to U-value and shading coefficient. This has a large impact on the efficiency of lighting and HVAC systems. All windows will need to be replaced with new windows utilizing low 'E' 1" insulated



dual glazed units with a U- value and shading coefficient complying with current Building Code maximums. Existing exterior doors are older hollow core doors with a standard honeycomb core. The current Building Code requires exterior doors to be insulated, usually with rigid foam insulating core.

- **Roofing Materials:** The existing roofing materials are outdated and contributes significantly to the heat load of the building. New roofing systems are required to be a cool roof system, which reduces the solar heat gain to the building and contributes to efficient HVAC usage. Also refer to comments in Item #6.
- **Roof & Wall Insulation (Non-existent):** The existing roof structure and exterior walls do not appear to have any insulation. The current code requires conditioned spaces (heated and/or cooled) to have insulated roof and wall systems with a minimum R-value rating as dictated by the current code. Refer to Item #2 for some of the difficulties with insulating the existing roof and wall systems.
- The existing roofing materials are deteriorated, and water is leaking into the structure. This has resulted in the wood rot problems mentioned in Item #1. Remodel work, including the installation of new electrical, mechanical, and plumbing systems, will result in the need for new penetrations in the roof. The existing roof should not be patched or repaired as this will only be a temporary fix. In addition, existing roof sheathing and structural members will be rotted and need to be replaced. A new roof system, complying with the current Building Code as a cool roof (see Item #5c), would need to be installed.
- **Electrical Systems:** The existing electrical system is original to the building and needs to be replaced. Also, it does not meet current electrical code on disconnecting means requirements for the building. The existing lighting is very old and poor, there are no lighting controls and due to the construction type all outlets are surface mounted which aesthetically are not pleasant. Although lighting is space by space, controls are typically building wide and work together to make the building as energy efficient as possible. Due to the construction of the building this makes adding controls challenging.

#### Recommendations:

- A renovation of the existing building would require the existing structure as well as electrical, mechanical, and plumbing systems to comply with current 2019 California Building Codes requirements. Upgrading, repairing, or replacing these systems will be challenging when trying to work around an existing structure. In addition, there will also be hidden problems with the existing building that will only come to light once construction starts, which could result in costly change orders to repair or replace these hidden issues.
- Construction of a new building will give the City the opportunity to provide a better functioning building that will better serve the end user. Also, this means the new building will be required to comply with the current 2019 California Building Codes. This would result in a more modern, safer structural system as well as more energy efficient HVAC and electrical systems, and water conserving plumbing systems.
- Walls and roof assemblies, as well as, door and window systems, will also be more energy efficient. Finishes will be environmentally friendly (low VOC) as well. The benefit of all of these items will result in a new building that will cost less to build and operate.
- Based on the information above, remodeling the existing building would not be cost effective. It is our recommendation to replace the existing building with a new structure. It is our opinion that constructing a new building would be the most cost-effective solution.
- Note that whether the City decides to remodel the existing building, or demolish the existing building and replace it with new construction, a demolition permit will be required. As part of that permit, the City will be required to obtain an Asbestos and Lead Survey Report and will be required to remediate/remove all lead-based paint and all materials containing asbestos.
- The current floor plan design development was a multiple iteration process which began with the following requirements generally contained within the existing community center footprint:



- Lobby
- Kitchen
- Large Meeting Room
- (2) Classrooms
- Park Manager Office
- Interior Restrooms serving the both the Community Center and Park Visitors
- Storage
- Changing Room

Iterations involved having the office face the street or into the park, kitchen in the front or towards the rear of the building, classrooms separated by walls or partitioned for flex space, central corridor linking the various functions or maximizing usable meeting space. Community outreach supported adding mirrors, barre rails and resilient flooring for dance programs. The master plan footprint reflects the initial design consensus meeting the programming needs of the community and city staff. However, recent council / community input has focused on providing expanded city-wide teen programs. Consideration to increase the existing building footprint to include the teen space during the final programming phase of the preliminary design.



ROOFING



WOOD ROT



WINDOWS



HEATER (ONLY) SYSTEM





ELECTRICAL SYSTEM



LIGHTING SYSTEM



RESTROOMS AT N.E. CORNER



OFFICE AT S.E. CORNER



S.W. CORNER OF BUILDING



S.W. CORNER - BRIGHTON AVENUE



S.W. CORNER - 158TH STREET





GAME ROOM



MEETING ROOM



OFFICE



MULTIPURPOSE ROOM



RESTROOMS



KITCHEN



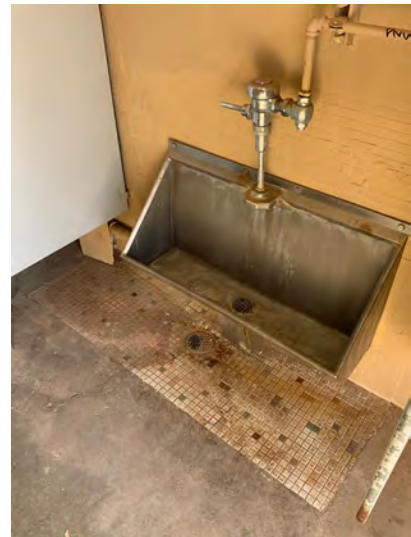
## REMOTE RESTROOMS

Two existing remote restrooms exist on the site. While there are exterior accessed restrooms available within the existing recreation building, a single-use restroom is available near the tot lot for off-hour visitors. The building restrooms may be locked outside of daytime park manager hours. These restrooms are currently not ADA compliant.

Additionally, a restroom with male/female stalls located next to the main ballfield diamond provides storage use for ballfield equipment. It was built in the 1960's and has reached the end of its building cycle. The restrooms are not ADA compliant.

### Recommendations

- The proposed recreation building would have new outdoor accessible restrooms for park visitors. The single-use restroom would be removed.
- The remote restroom at the main ballfield would be replaced with a prefabricated building with (2) single-use stalls and equipment storage space.

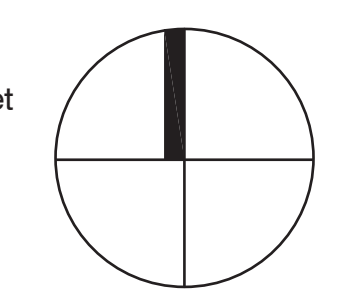
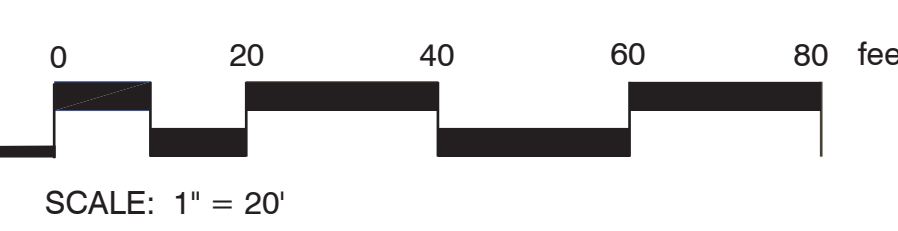






# MAS FUKAI PARK RENOVATION MASTER PLAN

CITY OF GARDENA

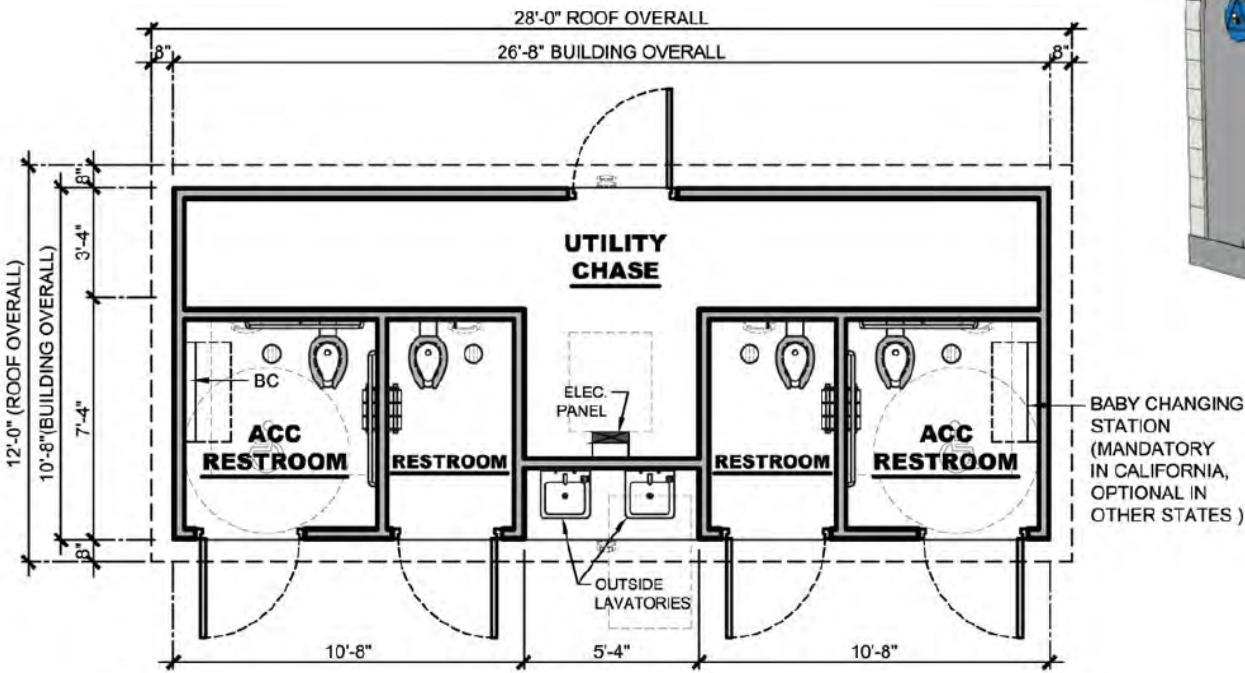
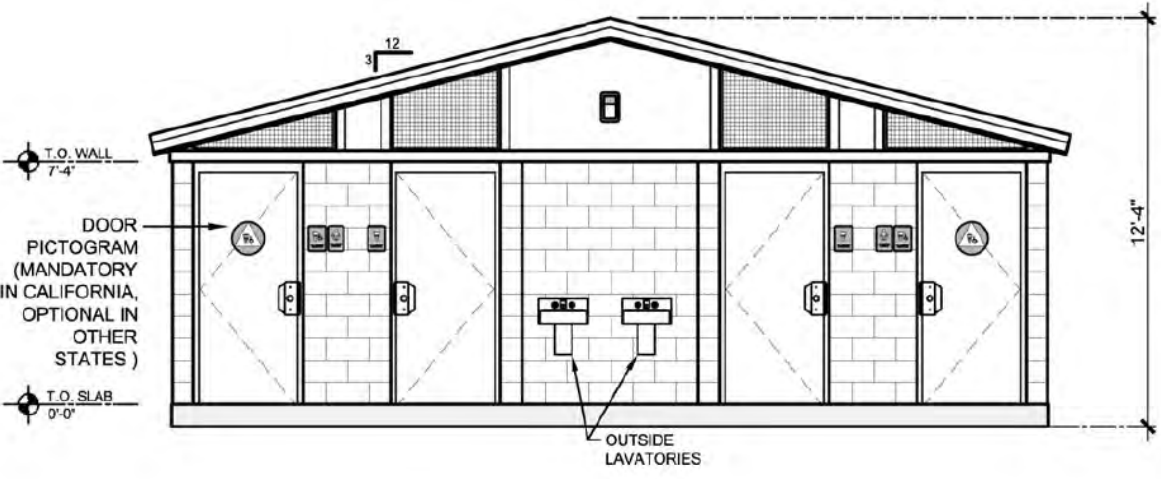
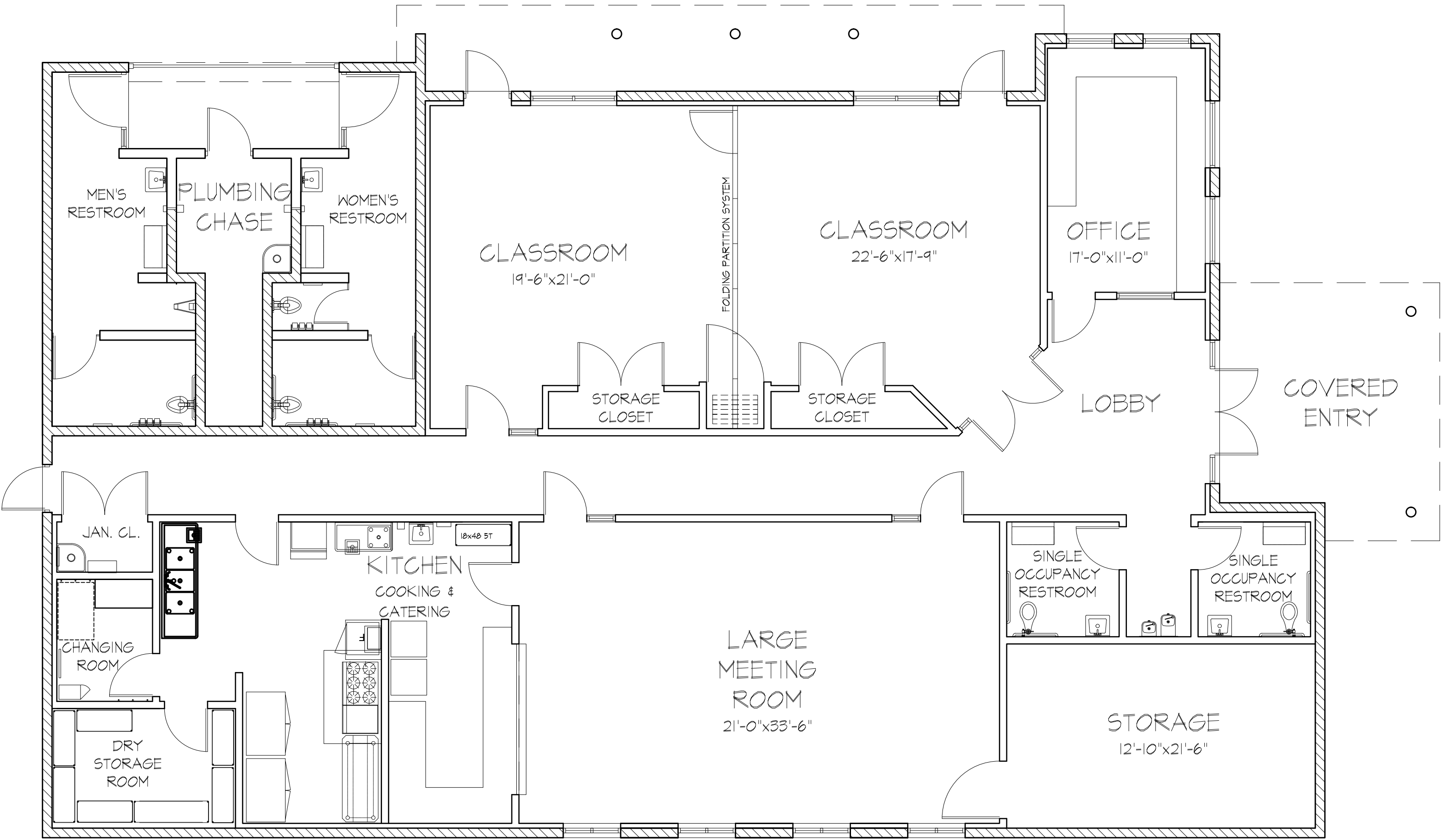


## CONCEPTUAL LANDSCAPE PLAN

**BGB** | DESIGN GROUP  
Landscape Architecture Planning Urban Design  
3185 C1 Airway Avenue Costa Mesa, CA 92626  
O: 714 545 2898 F: 714 545 2878 bgb-inc.com

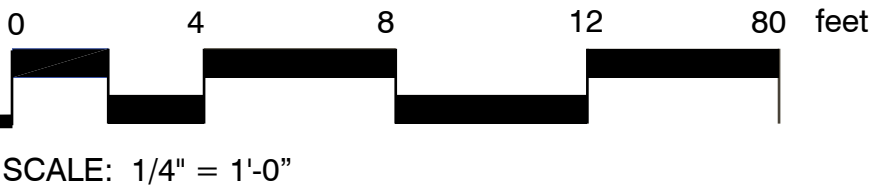
**L-1**  
05/27/2022





- PLAN FOUR**
- LARGE MEETING ROOM AND STORAGE IN FRONT OF BUILDING
  - KITCHEN / CATERING IN REAR OF BUILDING
  - NO HALLWAY CONNECTING ALL FACILITIES WHICH ALLOWS AN INCREASE OF APPROX. 177 S/F FOR LARGE MEETING ROOM OVER HALLWAY OPTIONS
  - PARTITIONED CLASSROOMS WITH SEPARATE STORAGE SPACES. NO DIRECT INTERIOR ACCESS TO REAR CLASSROOM WITHOUT PASSING THROUGH MEETING ROOM
  - (2) COMBINED SINGLE OCCUPANCY RESTROOMS OFF FRONT LOBBY

**MODEL PS-021**



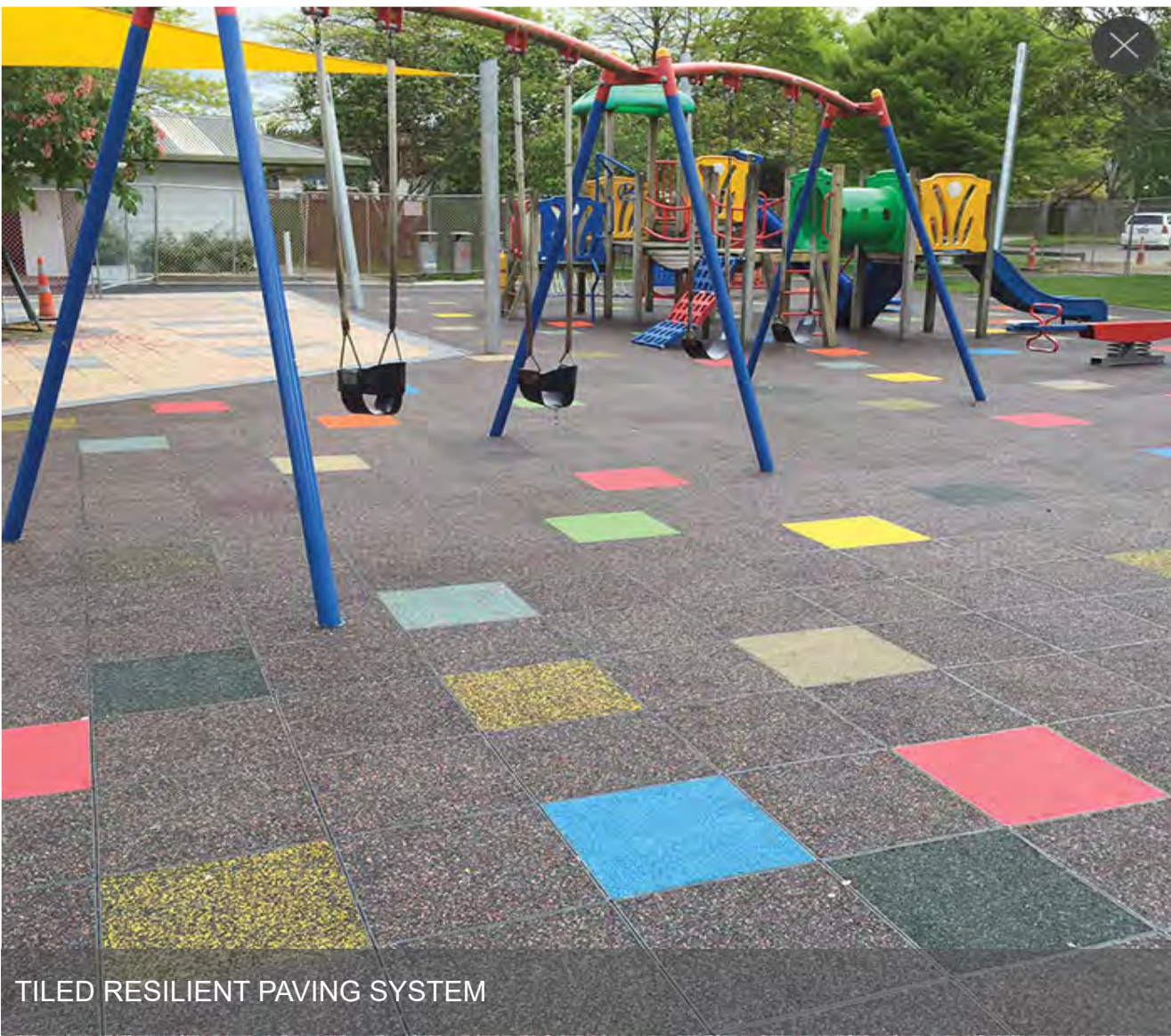




TRIBUTE TILE PROGRAM AT WALKWAY ACCESS 9/63 VIETNAM 9/66



PICKLEBALL COURT WITH CONCRETE AND SPORTSMASTER



TILED RESILIENT PAVING SYSTEM



WOOD BRIDGE ELEMENT OVER BIOSWALE AREA



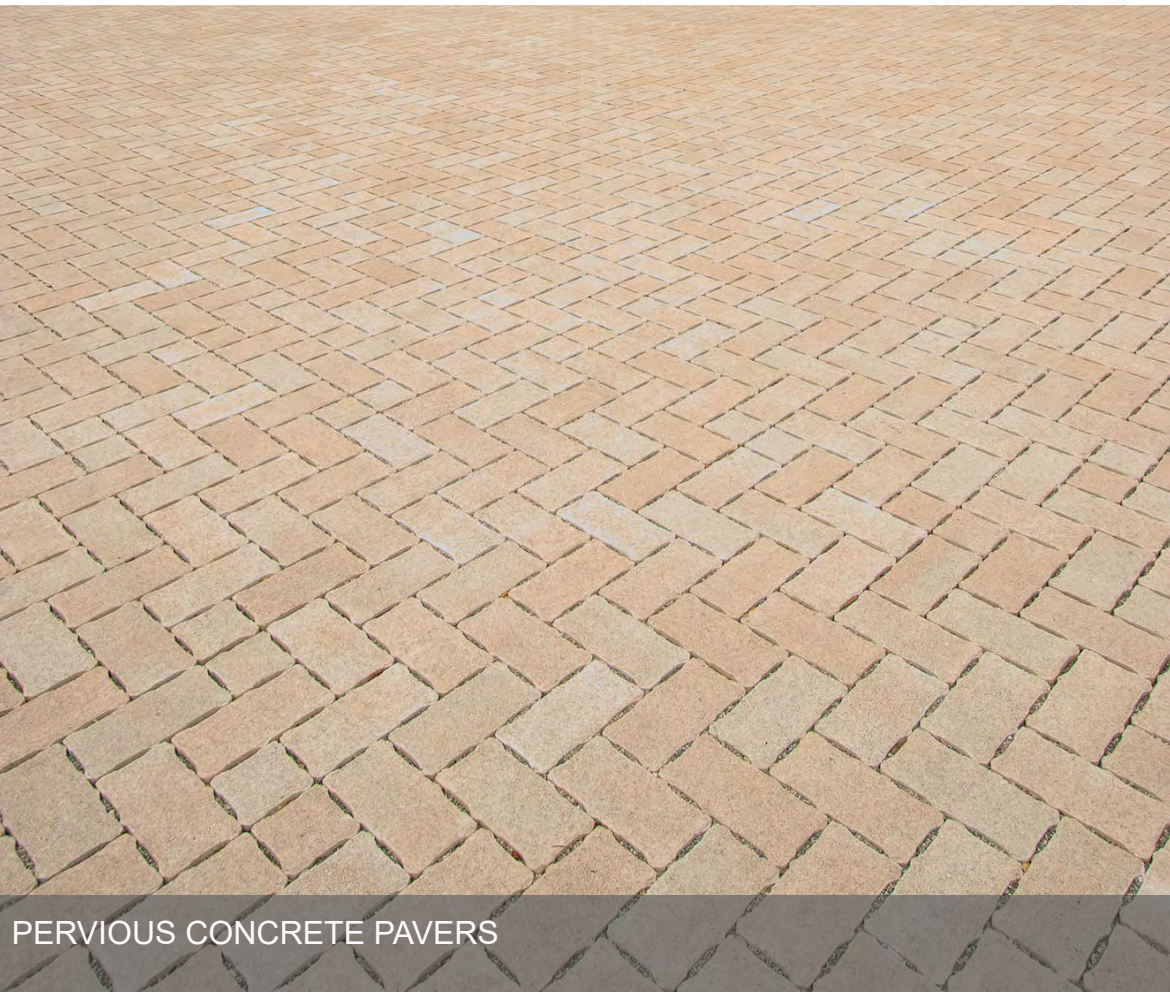
FIVE POINT STAR BENCH



EXERCISE STATIONS



EXERCISE STATIONS



PERVIOUS CONCRETE PAVERS



ENHANCED CONCRETE



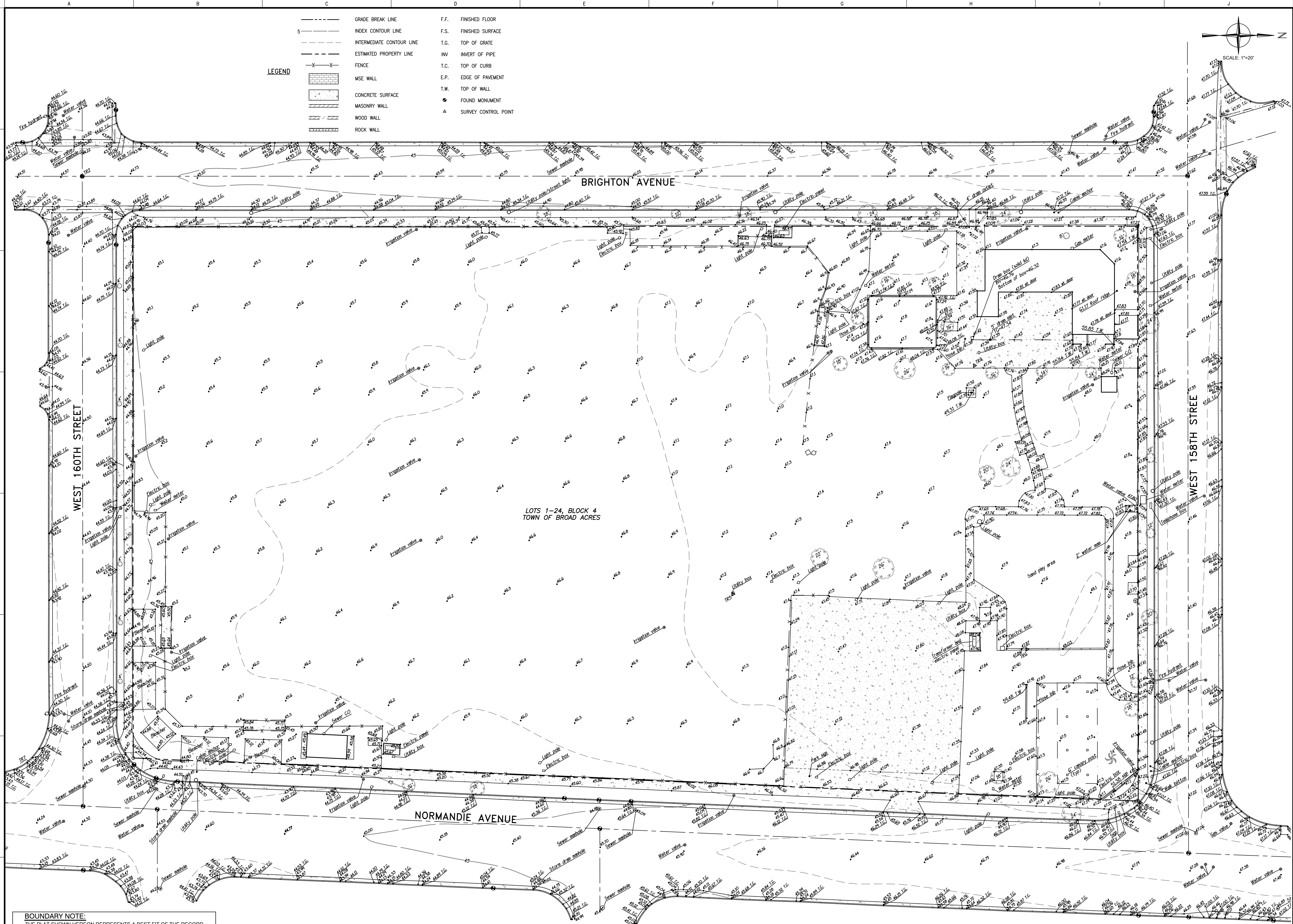
REFLEXOLOGY LABYRITH MAZE





- GRADE BREAK LINE  
--- INDEX CONTOUR LINE  
--- INTERMEDIATE CONTOUR LINE  
--- ESTIMATED PROPERTY LINE  
--- FENCE  
--- MSE WALL  
--- CONCRETE SURFACE  
--- MASONRY WALL  
--- WOOD WALL  
--- ROCK WALL
- F.F. FINISHED FLOOR  
F.S. FINISHED SURFACE  
T.G. TOP OF GRATE  
INV. INVERT OF PIPE  
T.C. TOP OF CURB  
E.P. EDGE OF PAVEMENT  
T.W. TOP OF WALL  
● FOUND MONUMENT  
▲ SURVEY CONTROL POINT

LEGEND



**BOUNDARY NOTE:**  
THE PLAT SHOWN HEREON REPRESENTS A BEST FIT OF THE RECORD BOUNDARY TO THE FOUND MONUMENTS AND LINES OF OCCUPATION. IT SHALL NOT BE CONSIDERED THE FINAL BOUNDARY, AND A BOUNDARY SURVEY IS RECOMMENDED PRIOR TO DESIGN OR CONSTRUCTION OF IMPROVEMENTS.  
CENTERLINE AND PROPERTY LINES SHOWN HEREON ARE PER A MAP OF CENTER STREET, LA COUNTY SURVEYOR'S MAP NO. B-672

**BENCHMARK NOTE:**  
THE BENCHMARK FOR THIS TOPOGRAPHIC SURVEY IS PER A DEMOLITION PLAN PROVIDED TO TOAL BY DMS CONSULTANTS.

**EASEMENT NOTE:**  
THE PLAT FOR THIS SURVEY WAS PREPARED WITHOUT A TITLE REPORT. UNPLOTTED EASEMENTS MAY EXIST ON THE SUBJECT PROPERTY.

PLANS PREPARED BY:

**TOAL**  
ENGINEERING, INC.

CIVIL ENGINEERING  
LAND SURVEYING  
STORMWATER QUALITY

139 Avenida Navarro  
San Clemente, CA 92672  
949.492.8588  
www.toalengineering.com

REGISTERED LAND SURVEYOR  
VICTOR P. MEUM  
No. 8682  
STATE OF CALIFORNIA

VICTOR P. MEUM  
P.L.S. 8682  
DATE:

PREPARED FOR:  
BOB DESIGN GROUP

BOB DESIGN GROUP

NO.	DATE	BY	DATE

NO.	DATE	BY	DATE

NO.	DATE	BY	DATE

**TOPOGRAPHIC SURVEY**

LOTS 1-24, BLOCK 4, TOWN OF BROAD ACRES, APN 6105-014-900  
15800 BRIGHTON AVENUE, GARDENA, CALIFORNIA

DATE: 4-16-20	H. SCALE: 1"=20'
SURVEY DATE: 3-24-20	V. SCALE: -
DRN: MSF	DWG. NO. -
CHD: -	TP-01
APPD: VM	JOB NO. 20049
SHEET 1	OF 1



**SURVEY RESULTS FROM COMMUNITY WORKSHOP HELD AT MAS  
FUKAI PARK November 20, 2021**

SURVEY RESULTS FROM COMMUNITY WORKSHOP HELD AT MAS FUKAI PARK November 20, 2021															Softball/Baseball	Picnicking	Basketball	Tot Lot	Jogging / Walking Trail	Comm. Bldg Activities	Pickleball	Group Activities	Exercise Stations	Walk	Bike	Drive	Bus Or Facilitated Transport	One Block	A couple of Blocks	1/4 Mile	1/2 Mile	I like to Drive	Tot Lot Safety	Basketball Equipment	Area Lighting	Field Lighting	Grass Field Quality	Infield Quality	Bathrooms	Community Building	Lack of Facilities	Accessibility
Do you actively use Mas Fukai Park for any activities?	1	3	3	4	5	3	1																																			
What activities not currently available would you like to see?								5	5																																	
How did you get to the park?										6	2	5							2																							
How far do you live from the park?														3	1		4																									
What most concerns you about the park?																			4		3	1	1			7	4	1	2													

**Other Comments:**

No Sand (2)  
 More Playground  
 Splash Pad (2)  
 Flower Garden  
 Tennis  
 More shade (3)  
 Fence between basketball & tot lot  
 Monthly family cleanup day  
 Board Games  
 Solar for bldg  
 Badmitton overlay for Pickleball (2)  
 Security (2)  
 Church Picnics / Activities  
 Senior Activities  
 Inside Bldg: Cheerlead/Salsa/Ballet / Children Dance /Resilient flooring / Mirror (2)  
 Kitchen



# MAS FUKAI MASTER PLAN

## PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? ☒ YES OR NO. IF YES, CHECK WHICH ONES.
  - A. SOFTBALL / BASEBALL
  - ☒ B. PICNICKING
  - ☒ C. BASKETBALL
  - D. TOT LOT
  - E. JOGGING
  - F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
  - A. PICKLEBALL
  - B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
  - ☒ C. EXERCISE STATIONS
  - D. OTHER \_\_\_\_\_
3. HOW DO YOU GET TO THE PARK?
  - ☒ A. WALK
  - B. BIKE
  - C. CAR
  - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
  - ☒ A. ONE BLOCK
  - B. A COUPLE OF BLOCKS
  - C. ¼ MILE
  - D. ½ MILE
  - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
  - A. TOT LOT SAFETY
  - B. BASKETBALL EQUIPMENT
  - C. AREA LIGHTING
  - D. FIELD LIGHTING
  - E. GRASS FIELD QUALITY
  - F. INFIELD QUALITY
  - ☒ G. BATHROOM(S)
  - H. COMMUNITY BUILDING
  - I. LACK OF ACTIVITIES
  - J. ACCESSIBILITY



# MAS FUKAI MASTER PLAN

## PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.
  - A. SOFTBALL / BASEBALL
  - B. PICNICKING
  - C. BASKETBALL
  - D. TOT LOT
  - E. JOGGING
  - F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
  - A. PICKLEBALL
  - B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
  - C. EXERCISE STATIONS
  - D. OTHER \_\_\_\_\_
3. HOW DO YOU GET TO THE PARK?
  - A. WALK
  - B. BIKE
  - C. CAR
  - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
  - A. ONE BLOCK
  - B. A COUPLE OF BLOCKS
  - C. ¼ MILE
  - D. ½ MILE
  - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
  - A. TOT LOT SAFETY
  - B. BASKETBALL EQUIPMENT
  - C. AREA LIGHTING
  - D. FIELD LIGHTING
  - E. GRASS FIELD QUALITY
  - F. INFIELD QUALITY
  - G. BATHROOM(S)
  - H. COMMUNITY BUILDING
  - I. LACK OF ACTIVITIES
  - J. ACCESSIBILITY

No Spang



# MAS FUKAI MASTER PLAN

## PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.

- A. SOFTBALL / BASEBALL
- ☒ B. PICNICKING
- ☒ C. BASKETBALL
- ☒ D. TOT LOT
- ☒ E. JOGGING
- F. COMMUNITY BUILDING ACTIVITIES

2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?

- A. PICKLEBALL
- ☒ B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
- C. EXERCISE STATIONS
- D. OTHER Tennis, ~~4~~, more playground, splash patch, flower garden

3. HOW DO YOU GET TO THE PARK?

- ☒ A. WALK
- ☒ B. BIKE
- C. CAR
- D. BUS OR FACILITATED TRANSPORTATION

4. HOW FAR DO YOU LIVE FROM THE PARK?

- ☒ A. ONE BLOCK
- B. A COUPLE OF BLOCKS
- C. ¼ MILE
- D. ½ MILE
- E. I LIKE THE DRIVE

5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST

- A. TOT LOT SAFETY
- B. BASKETBALL EQUIPMENT
- C. AREA LIGHTING
- D. FIELD LIGHTING
- E. GRASS FIELD QUALITY
- F. INFIELD QUALITY
- G. BATHROOM(S)
- H. COMMUNITY BUILDING
- I. LACK OF ACTIVITIES
- J. ACCESSIBILITY

*No sand*  
*would be better*  
*more shades*  
*would be better*

*Need fences between basketball court and playground*

*parents and kids would love to join monthly clean up event or something for playground.*

We come here maybe 2-4 times a week.

We love this park and Gardena City.

We would love to keep this place clean and fun!

let's do it!



# MAS FUKAI MASTER PLAN

## PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.

- A. SOFTBALL / BASEBALL
- B. PICNICKING
- C. BASKETBALL
- D. TOT LOT

☒ E. JOGGING / walking around the park.

F. COMMUNITY BUILDING ACTIVITIES

2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?

A. PICKLEBALL

☒ B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC. / Qi gong

☒ C. EXERCISE STATIONS for stretching

☒ D. OTHER Chess + other board games.

3. HOW DO YOU GET TO THE PARK?

☒ A. WALK

B. BIKE

C. CAR

D. BUS OR FACILITATED TRANSPORTATION

4. HOW FAR DO YOU LIVE FROM THE PARK?

A. ONE BLOCK

B. A COUPLE OF BLOCKS

C. ¼ MILE

☒ D. ½ MILE

E. I LIKE THE DRIVE

5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST

A. TOT LOT SAFETY

B. BASKETBALL EQUIPMENT

C. AREA LIGHTING

D. FIELD LIGHTING

E. GRASS FIELD QUALITY

F. INFIELD QUALITY

☒ G. BATHROOM(S) - availability & access

H. COMMUNITY BUILDING

I. LACK OF ACTIVITIES

J. ACCESSIBILITY

6. Would the building be solar powered?

7. Is there a website to follow the progress of the project?

(cont next page)



# MAS FUKAI MASTER PLAN

## PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.
  - A. SOFTBALL / BASEBALL
  - B. PICNICKING
  - C. BASKETBALL
  - ☒ D. TOT LOT
  - E. JOGGING
  - ☒ F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
  - A. PICKLEBALL ? NEVER HEARD
  - B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC. ✓
  - C. EXERCISE STATIONS
  - D. OTHER BADMINTON, WALK/JOG PATH
3. HOW DO YOU GET TO THE PARK?
  - A. WALK
  - B. BIKE
  - ☒ C. CAR
  - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
  - A. ONE BLOCK
  - B. A COUPLE OF BLOCKS
  - C. ¼ MILE
  - ☒ D. ½ MILE
  - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
  - A. TOT LOT SAFETY (1) - PLEASE ENSURE SECURITY IN WINDOW IN BUILDING
  - B. BASKETBALL EQUIPMENT
  - C. AREA LIGHTING (1) - NIGHTTIME FEELS UNSAFE
  - D. FIELD LIGHTING
  - E. GRASS FIELD QUALITY
  - F. INFIELD QUALITY
  - G. BATHROOM(S) (1) - FAMILY BATHROOM WOULD BE NICE
  - H. COMMUNITY BUILDING (\*) - CHURCH PICNICS/ACTIVITIES
  - I. LACK OF ACTIVITIES
  - J. ACCESSIBILITY
  - K. BETTER SHADING FOR PARENTS WATCHING THEIR KIDS



# MAS FUKAI MASTER PLAN

## PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.
  - A. SOFTBALL / BASEBALL
  - B. PICNICKING
  - C. BASKETBALL
  - D. TOT LOT
  - E. JOGGING
  - F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
  - A. PICKLEBALL
  - ☒ B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
  - ☒ C. EXERCISE STATIONS
  - ☒ D. OTHER walking trail
3. HOW DO YOU GET TO THE PARK?
  - ☒ A. WALK
  - B. BIKE
  - C. CAR
  - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
  - ☒ A. ONE BLOCK
  - B. A COUPLE OF BLOCKS
  - C. ¼ MILE
  - D. ½ MILE
  - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
  - A. TOT LOT SAFETY
  - B. BASKETBALL EQUIPMENT
  - ☒ C. AREA LIGHTING 3
  - D. FIELD LIGHTING
  - E. GRASS FIELD QUALITY
  - F. INFIELD QUALITY
  - ☒ G. BATHROOM(S) 4
  - ☒ H. COMMUNITY BUILDING 2
  - ☒ I. LACK OF ACTIVITIES 1
  - J. ACCESSIBILITY

*We could use more. Senior activities*



# MAS FUKAI MASTER PLAN

## PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.
  - A. SOFTBALL / BASEBALL
  - B. PICNICKING
  - C. BASKETBALL
  - D. TOT LOT
  - E. JOGGING
  - F. COMMUNITY BUILDING ACTIVITIES*HAVE to make*
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
  - ☒ A. PICKLEBALL
  - B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
  - ☒ C. EXERCISE STATIONS
  - D. OTHER \_\_\_\_\_
3. HOW DO YOU GET TO THE PARK?
  - ☒ A. WALK
  - B. BIKE
  - C. CAR
  - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
  - A. ONE BLOCK
  - ☒ B. A COUPLE OF BLOCKS
  - C. ¼ MILE
  - D. ½ MILE
  - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
  - ☒ A. TOT LOT SAFETY
  - B. BASKETBALL EQUIPMENT
  - ☒ C. AREA LIGHTING
  - ☒ D. FIELD LIGHTING
  - E. GRASS FIELD QUALITY
  - F. INFIELD QUALITY
  - ☒ G. BATHROOM(S)
  - ☒ H. COMMUNITY BUILDING
  - I. LACK OF ACTIVITIES
  - ☒ J. ACCESSIBILITY

*- wheelchair (mobility)  
Access very imp +  
inclusive*

*- security system - Cams*



# MAS FUKAI MASTER PLAN

## PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.

- ☒ A. SOFTBALL / BASEBALL Most Popular
- ☒ B. PICNICKING Most Popular
- ☒ C. BASKETBALL - Most Popular
- ☒ D. TOT LOT - Most Popular
- ☒ E. JOGGING - YES
- ☒ F. COMMUNITY BUILDING ACTIVITIES very Popular

2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?

- A. PICKLEBALL
- ☒ B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC. Cheerleading (tumbling)
- C. EXERCISE STATIONS
- D. OTHER \_\_\_\_\_

3. HOW DO YOU GET TO THE PARK?

- A. WALK
- B. BIKE
- ☒ C. CAR
- D. BUS OR FACILITATED TRANSPORTATION

Note: Dance - We can bring in portable bars for ballet

4. HOW FAR DO YOU LIVE FROM THE PARK?

- A. ONE BLOCK
- B. A COUPLE OF BLOCKS
- C. ¼ MILE
- D. ½ MILE
- ☒ E. I LIKE THE DRIVE

5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST

- ☒ A. TOT LOT SAFETY
- B. BASKETBALL EQUIPMENT
- C. AREA LIGHTING
- D. FIELD LIGHTING
- ☒ E. GRASS FIELD QUALITY
- F. INFIELD QUALITY
- G. BATHROOM(S)
- ☒ H. COMMUNITY BUILDING
- I. LACK OF ACTIVITIES
- J. ACCESSIBILITY

✓ ☒ K. Bathrooms  
✓ ☒ L. Kitchen

children's Dance Classes

Hello I am Ms Tammy Kemp. I use the park regularly for dance, cheer and modeling.

• Adult  
• Children's

Interested in the community building for dance classes. A floating floor to protect the dancers knees and feet. A mirror would be ideal for instruction. We support your efforts to renovate Mas Fukai Park.

Tel: 877 DAN-NCE1

Email: onyourtoessstudios@gmail.com

Ms Tammy Kemp  
Dance Director



# MAS FUKAI MASTER PLAN

## PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? ☒ YES OR NO. IF YES, CHECK WHICH ONES.
  - A. SOFTBALL / BASEBALL
  - B. PICNICKING
  - C. BASKETBALL
  - D. TOT LOT
  - E. JOGGING
  - ☒ F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
  - A. PICKLEBALL
  - ☒ B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
  - C. EXERCISE STATIONS
  - D. OTHER \_\_\_\_\_
3. HOW DO YOU GET TO THE PARK?
  - A. WALK
  - B. BIKE
  - ☒ C. CAR
  - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
  - A. ONE BLOCK
  - B. A COUPLE OF BLOCKS
  - C. ¼ MILE
  - D. ½ MILE
  - ☒ E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
  - A. TOT LOT SAFETY
  - B. BASKETBALL EQUIPMENT
  - C. AREA LIGHTING
  - D. FIELD LIGHTING
  - E. GRASS FIELD QUALITY
  - F. INFIELD QUALITY
  - G. BATHROOM(S)
  - ☒ H. COMMUNITY BUILDING
  - I. LACK OF ACTIVITIES
  - J. ACCESSIBILITY


Ballet class needs mirrors on the wall bars to hold on while they learn ballet moves & a nice children love that class can't wait to come back



# MAS FUKAI MASTER PLAN

## PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.
  - A. SOFTBALL / BASEBALL
  - B. PICNICKING
  - C. BASKETBALL
  - ☒ D. TOT LOT
  - E. JOGGING
  - F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
  - A. PICKLEBALL
  - B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
  - C. EXERCISE STATIONS
  - ☒ D. OTHER \_\_\_\_\_
3. HOW DO YOU GET TO THE PARK?
  - A. WALK
  - B. BIKE
  - ☒ C. CAR
  - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
  - A. ONE BLOCK
  - B. A COUPLE OF BLOCKS
  - C. ¼ MILE
  - ☒ D. ½ MILE
  - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
  - ☒ A. TOT LOT SAFETY
  - B. BASKETBALL EQUIPMENT
  - C. AREA LIGHTING
  - D. FIELD LIGHTING
  - E. GRASS FIELD QUALITY
  - F. INFIELD QUALITY
  - G. BATHROOM(S)
  - H. COMMUNITY BUILDING
  - I. LACK OF ACTIVITIES
  - J. ACCESSIBILITY

- 
- We need some shade in play area.
  - Clean toilet for adult and kids.
  - Small splash.



# MAS FUKAI MASTER PLAN

## PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.
  - A. SOFTBALL / BASEBALL
  - B. PICNICKING
  - C. BASKETBALL
  - D. TOT LOT
  - E. JOGGING
  - F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
  - A. PICKLEBALL
  - B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
  - C. EXERCISE STATIONS
  - D. OTHER \_\_\_\_\_
3. HOW DO YOU GET TO THE PARK?
  - A. WALK
  - B. BIKE
  - C. CAR
  - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
  - A. ONE BLOCK
  - B. A COUPLE OF BLOCKS
  - C. ¼ MILE
  - D. ½ MILE
  - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
  - A. TOT LOT SAFETY
  - B. BASKETBALL EQUIPMENT
  - C. AREA LIGHTING
  - D. FIELD LIGHTING
  - E. GRASS FIELD QUALITY
  - F. INFIELD QUALITY
  - G. BATHROOM(S)
  - H. COMMUNITY BUILDING
  - I. LACK OF ACTIVITIES
  - J. ACCESSIBILITY

BADMITTON OVERLAY

MOVE (3) PICKLEBALL  
COURTS TOWARDS  
BALL DIAMOND.  
REMOVE (2) TREES  
& KEEP (2) B-BALL  
COURTS



8. Is it possible to widen the pavements around the park? I walk around the park daily every morning for years and noticed there are many walkers doing the same thing. As such wider pavements would enhanced the experience of walking around the park.
9. Can the proposed pickle ball court be doubled as a badminton court. Badminton is very popular @ Lee Arthur Johnson park.



# #1

COMPLETE

Collector:Web Link 1 (Web Link)

Started:Monday, November 22, 2021 7:11:48 PM

Last Modified:Monday, November 22, 2021 7:13:07 PM

Time Spent:00:01:18

IP Address:64.201.101.66

Page 1

Q1

Jogging/Exercise

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2

Other (please specify):  
Walking trail

What activities not currently available at the park would you like to see?

Q3

Walk

How do you get to the park?

Q4

1/4 Mile

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	4
Basketball Equipment	3
Area Lighting	6
Field Lighting	7
Grass/Field Quality	8
Infield Quality	9
Public Restrooms	5
Community Building	1
Lack of Activities	N/A
Accessibility	2



Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

---

Q7

Respondent skipped this question

Please provide contact information for updates about the project.

---



#2

COMPLETE

Collector: Web Link 1 (Web Link)  
Started: Monday, November 22, 2021 7:24:35 PM  
Last Modified: Monday, November 22, 2021 7:27:18 PM  
Time Spent: 00:02:42  
IP Address: 23.243.155.215

Page 1

Q1

Community Building Activities

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2

Pickleball

What activities not currently available at the park would you like to see?

Q3

Walk,  
Bike

How do you get to the park?

Q4

1/2 Mile

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	N/A
Basketball Equipment	N/A
Area Lighting	N/A
Field Lighting	N/A
Grass/Field Quality	N/A
Infield Quality	N/A
Public Restrooms	N/A
Community Building	N/A
Lack of Activities	1
Accessibility	N/A



Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Pickleball is the fastest growing sport in America. It will bring a lot of people to Gardena to spend \$\$ at restaurants etc.

Q7

Please provide contact information for updates about the project.

Name	Tish McCauley
ZIP/Postal Code	90247
Email Address	tishmccauley@gmail.com
Phone Number	3107101797



#3

COMPLETE

Collector:

Started:

Last Modified:

Time Spent:

IP Address:

Web Link 1 (Web Link)

Monday, November 22, 2021 7:44:17 PM

Monday, November 22, 2021 7:48:02 PM

00:03:44

23.243.155.113

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Picnicking ,

Tot Lot ,

Jogging/Exercise,

Other (please specify):

Ballet and dance classes

Q2

What activities not currently available at the park would you like to see?

Other (please specify):

Dance classes for kids

Q3

How do you get to the park?

Walk,

Car

Q4

How far do you live from the park?

Live in Gardena



Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	2
Basketball Equipment	10
Area Lighting	4
Field Lighting	5
Grass/Field Quality	6
Infield Quality	7
Public Restrooms	3
Community Building	8
Lack of Activities	1
Accessibility	9

Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Please return back ballet and dance classes

Q7

Please provide contact information for updates about the project.

Name	Carla
ZIP/Postal Code	90247
Email Address	karla16aa@yahoo.com
Phone Number	3238967485



#4

COMPLETE

Collector: Web Link 1 (Web Link)  
Started: Monday, November 22, 2021 9:00:07 PM  
Last Modified: Monday, November 22, 2021 9:08:42 PM  
Time Spent: 00:08:35  
IP Address: 172.58.25.24

Page 1

Q1 Jogging/Exercise

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2 Exercise Stations

What activities not currently available at the park would you like to see?

Q3 Walk

How do you get to the park?

Q4 1/2 Mile

How far do you live from the park?

Q5 What most concerns you about the park in its current conditions?

Basketball Equipment	N/A
Area Lighting	5
Infield Quality	N/A
Public Restrooms	2
Community Building	7
Lack of Activities	6
Accessibility	8

Q6 Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

No



Q7

Please provide contact information for updates about the project.

Name	CLAUDIA SANCHEZ
ZIP/Postal Code	90247
Email Address	marpatnat.13@gmail.com
Phone Number	4247026255

---



#5

COMPLETE

**Collector:** Web Link 1 (Web Link)  
**Started:** Monday, November 22, 2021 10:27:56 PM  
**Last Modified:** Monday, November 22, 2021 10:29:35 PM  
**Time Spent:** 00:01:38  
**IP Address:** 172.58.24.14

Page 1

**Q1**

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

**Softball/Baseball ,**  
**Picnicking ,**  
**Jogging/Exercise,**  
**Community Building Activities**

**Q2**

What activities not currently available at the park would you like to see?

**Group exercise area for yoga/ tai chi/Zumba,**  
**Exercise Stations,**  
Other (please specify):  
Teen camps for middle / high school kids

**Q3**

How do you get to the park?

**Walk,**  
**Car**

**Q4**

How far do you live from the park?

**Live in Gardena**



Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	6
Basketball Equipment	8
Area Lighting	1
Field Lighting	4
Grass/Field Quality	7
Infield Quality	9
Public Restrooms	2
Community Building	5
Lack of Activities	10
Accessibility	3

Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Q7

Respondent skipped this question

Please provide contact information for updates about the project.



## #6

COMPLETE

**Collector:** Web Link 1 (Web Link)  
**Started:** Monday, November 22, 2021 10:46:54 PM  
**Last Modified:** Monday, November 22, 2021 10:49:34 PM  
**Time Spent:** 00:02:39  
**IP Address:** 104.11.141.250

Page 1

## Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Tot Lot ,  
Jogging/Exercise

## Q2

What activities not currently available at the park would you like to see?

Group exercise area for yoga/ tai chi/Zumba,  
Exercise Stations

## Q3

How do you get to the park?

Walk,  
Bike,  
Car

## Q4

How far do you live from the park?

A couple of blocks

## Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	2
Basketball Equipment	1
Area Lighting	5
Field Lighting	3
Grass/Field Quality	7
Infield Quality	4
Public Restrooms	8
Community Building	9
Lack of Activities	6
Accessibility	10



Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Please contact a exterminator. I went twice in a week and got bit up amid did my daughter playing in the jungle gym

---

Q7

Please provide contact information for updates about the project.

Name	Brenda
ZIP/Postal Code	90247
Email Address	bd33135@gmail.com
Phone Number	3237168353

---



#7

COMPLETE

**Collector:** Web Link 1 (Web Link)  
**Started:** Monday, November 22, 2021 11:48:47 PM  
**Last Modified:** Monday, November 22, 2021 11:52:52 PM  
**Time Spent:** 00:04:05  
**IP Address:** 76.89.93.182

Page 1

Q1

Tot Lot

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2

Exercise Stations,

What activities not currently available at the park would you like to see?

Other (please specify):  
Walking track

Q3

Car

How do you get to the park?

Q4

1/2 Mile

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	8
Area Lighting	6
Field Lighting	7
Infield Quality	1
Public Restrooms	3
Lack of Activities	10
Accessibility	2

Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?



Q7

Please provide contact information for updates about the project.

Name	Sherelle Diggs
ZIP/Postal Code	90247
Email Address	sjnbumpass@gmail.com
Phone Number	3107227557

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#8

COMPLETE

Collector:Web Link 1 (Web Link)

Started:Tuesday, November 23, 2021 6:46:37 AM

Last Modified:Tuesday, November 23, 2021 6:48:56 AM

Time Spent:00:02:18

IP Address:162.233.102.95

Page 1

Q1

Softball/Baseball

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2

Pickleball

What activities not currently available at the park would you like to see?

Q3

Walk

How do you get to the park?

Q4

A couple of blocks

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	1
Basketball Equipment	3
Area Lighting	6
Field Lighting	7
Grass/Field Quality	10
Infield Quality	9
Public Restrooms	8
Community Building	5
Lack of Activities	4
Accessibility	2



Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

---

Q7

Respondent skipped this question

Please provide contact information for updates about the project.

---



#9

COMPLETE

Collector:Web Link 1 (Web Link)

Started:Tuesday, November 23, 2021 7:03:05 AM

Last Modified:Tuesday, November 23, 2021 7:06:31 AM

Time Spent:00:03:25

IP Address:23.243.147.111

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Other (please specify):  
Playground

Q2

What activities not currently available at the park would you like to see?

Respondent skipped this question

Q3

How do you get to the park?

Walk,  
Car

Q4

How far do you live from the park?

Live in Gardena

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	2
Basketball Equipment	N/A
Area Lighting	N/A
Field Lighting	N/A
Grass/Field Quality	3
Infield Quality	N/A
Public Restrooms	4
Community Building	1
Lack of Activities	N/A
Accessibility	N/A



Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

An enclosure around the playground area would be nice. Little kids are quite tempted by the basketball court.

Q7

Respondent skipped this question

Please provide contact information for updates about the project.



# #10

COMPLETE

Collector:Web Link 1 (Web Link)

Started:Tuesday, November 23, 2021 11:57:53 AM

Last Modified:Tuesday, November 23, 2021 12:00:05 PM

Time Spent:00:02:11

IP Address:174.193.133.178

Page 1

Q1

Jogging/Exercise

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2

Group exercise area for yoga/ tai chi/Zumba, Exercise Stations

What activities not currently available at the park would you like to see?

Q3

Walk

How do you get to the park?

Q4

A couple of blocks

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Public Restrooms	1
Lack of Activities	2

Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?



Q7

Please provide contact information for updates about the project.

Name	Eric Hayashi
ZIP/Postal Code	90247
Email Address	scubadivere@gmail.com
Phone Number	2134539395

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# #11

COMPLETE

**Collector:** Web Link 1 (Web Link)  
**Started:** Tuesday, November 23, 2021 12:26:48 PM  
**Last Modified:** Tuesday, November 23, 2021 12:30:37 PM  
**Time Spent:** 00:03:49  
**IP Address:** 108.206.65.29

Page 1

**Q1**

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Other (please specify):

I grew up @ this park. Flag football, YMCA Indian Guide Pow Wows, Basketball, Softball, Carom boards and attending the carnivals there.

**Q2**

What activities not currently available at the park would you like to see?

**Group exercise area for yoga/ tai chi/Zumba,  
Exercise Stations**

**Q3**

How do you get to the park?

**Walk,  
Bike,  
Car**

**Q4**

How far do you live from the park?

**Live in Gardena**

**Q5**

What most concerns you about the park in its current conditions?

**Respondent skipped this question**

**Q6**

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

**Respondent skipped this question**



Q7

Please provide contact information for updates about the project.

Name	Randy Tanaka
ZIP/Postal Code	90247
Email Address	blackssab@aol.com
Phone Number	3104938393

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## #12

COMPLETE

**Collector:** Web Link 1 (Web Link)  
**Started:** Tuesday, November 23, 2021 12:45:55 PM  
**Last Modified:** Tuesday, November 23, 2021 12:47:32 PM  
**Time Spent:** 00:01:37  
**IP Address:** 47.181.159.134

Page 1

## Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

**Picnicking ,**  
**Tot Lot ,**  
**Jogging/Exercise**

## Q2

What activities not currently available at the park would you like to see?

**Exercise Stations,**  
Other (please specify):  
Jogging track

## Q3

How do you get to the park?

**Walk**

## Q4

How far do you live from the park?

**Within One Block**

## Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	2
Basketball Equipment	6
Area Lighting	1
Field Lighting	5
Grass/Field Quality	8
Infield Quality	9
Public Restrooms	3
Community Building	10
Lack of Activities	7
Accessibility	4



Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

---

Q7

Respondent skipped this question

Please provide contact information for updates about the project.

---



# #13

COMPLETE

Collector:Web Link 1 (Web Link)

Started:Tuesday, November 23, 2021 5:01:29 PM

Last Modified:Tuesday, November 23, 2021 5:06:24 PM

Time Spent:00:04:54

IP Address:76.170.183.134

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Picnicking ,  
Basketball,  
Tot Lot ,  
Jogging/Exercise

Q2

What activities not currently available at the park would you like to see?

Exercise Stations,  
Other (please specify):  
Splash pad

Q3

How do you get to the park?

Walk

Q4

How far do you live from the park?

Within One Block



Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	N/A
Basketball Equipment	N/A
Area Lighting	N/A
Field Lighting	N/A
Grass/Field Quality	N/A
Infield Quality	N/A
Public Restrooms	N/A
Community Building	N/A
Lack of Activities	N/A
Accessibility	N/A

Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

During the day the restrooms should be open for the kids..Park staff should check the play area to make sure it's clean..My kid picked up a used condom,thinking it was a balloon.

Q7

Please provide contact information for updates about the project.

Name	Taniecsha Waller
ZIP/Postal Code	90247
Email Address	Taniecshawaller@yahoo.com
Phone Number	3104843730



# #14

COMPLETE

**Collector:** Web Link 1 (Web Link)  
**Started:** Tuesday, November 23, 2021 5:34:57 PM  
**Last Modified:** Tuesday, November 23, 2021 5:37:22 PM  
**Time Spent:** 00:02:25  
**IP Address:** 76.170.180.15

Page 1

**Q1**

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

**Picnicking ,  
Jogging/Exercise**

**Q2**

What activities not currently available at the park would you like to see?

**Group exercise area for yoga/ tai chi/Zumba,  
Exercise Stations**

**Q3**

How do you get to the park?

**Car**

**Q4**

How far do you live from the park?

**Live in Gardena**

**Q5**

What most concerns you about the park in its current conditions?

Lack of Activities

**10**

**Q6**

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

**Respondent skipped this question**



Q7

Please provide contact information for updates about the project.

Name	Peggy Morgan
ZIP/Postal Code	90248
Email Address	pj.morgan63@gmail.com
Phone Number	310-515-4745

---



# #15

COMPLETE

Collector:Web Link 1 (Web Link)

Started:Tuesday, November 23, 2021 6:15:36 PM

Last Modified:Tuesday, November 23, 2021 6:21:05 PM

Time Spent:00:05:28

IP Address:76.93.62.180

Page 1

Q1

Tot Lot

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2

Group exercise area for yoga/ tai chi/Zumba

What activities not currently available at the park would you like to see?

Q3

Walk

How do you get to the park?

Q4

A couple of blocks

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety

10

Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Gating the playground. Having a door or gate on the entrance on the corner of Normandy Ave.



Q7

Please provide contact information for updates about the project.

Name	Lily
ZIP/Postal Code	90247
Email Address	lizeth8a.yahoo.com
Phone Number	3104693077

---



## #16

COMPLETE

**Collector:** Web Link 1 (Web Link)  
**Started:** Thursday, November 25, 2021 12:03:27 AM  
**Last Modified:** Thursday, November 25, 2021 12:12:03 AM  
**Time Spent:** 00:08:35  
**IP Address:** 172.58.22.237

Page 1

## Q1

## Jogging/Exercise

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

## Q2

What activities not currently available at the park would you like to see?

Group exercise area for yoga/ tai chi/Zumba,  
Exercise Stations,  
Other (please specify):  
badminton court

## Q3

## Walk

How do you get to the park?

## Q4

## 1/2 Mile

How far do you live from the park?

## Q5

What most concerns you about the park in its current conditions?

Community Building

10

## Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

- a) Building powered by solar panels. Savings apply to park programs.
- b) Wider pavements around the park.
- c) Exercise station that facilitates stretching.
- d) Reflexology pebble stone foot walking path.



Q7

Please provide contact information for updates about the project.

Name	Tuck Lye
ZIP/Postal Code	90247
Email Address	TuckHLye@gmail.com
Phone Number	18575749868

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# #17

COMPLETE

**Collector:** Web Link 1 (Web Link)  
**Started:** Friday, November 26, 2021 3:53:22 PM  
**Last Modified:** Friday, November 26, 2021 3:56:16 PM  
**Time Spent:** 00:02:53  
**IP Address:** 99.165.116.254

Page 1

## Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Other (please specify):

I use other parks

## Q2

What activities not currently available at the park would you like to see?

Group exercise area for yoga/ tai chi/Zumba

## Q3

How do you get to the park?

Walk

## Q4

How far do you live from the park?

A couple of blocks

## Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	1
Basketball Equipment	2
Area Lighting	4
Field Lighting	3
Grass/Field Quality	8
Infield Quality	5
Public Restrooms	7
Community Building	6
Lack of Activities	10
Accessibility	9



Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

---

Q7

Respondent skipped this question

Please provide contact information for updates about the project.

---



# #18

COMPLETE

Collector:Web Link 1 (Web Link)

Started:Saturday, November 27, 2021 11:34:43 AM

Last Modified:Saturday, November 27, 2021 11:37:57 AM

Time Spent:00:03:13

IP Address:98.148.64.161

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Other (please specify):

No

Q2

What activities not currently available at the park would you like to see?

Other (please specify):

N/a

Q3

How do you get to the park?

Car

Q4

How far do you live from the park?

Live in Gardena

Q5

What most concerns you about the park in its current conditions?

Area Lighting	2
Field Lighting	1
Grass/Field Quality	5
Lack of Activities	3

Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Respondent skipped this question



Q7

Please provide contact information for updates about the project.

Name	Betty hill
ZIP/Postal Code	90249
Email Address	jeanehill@aol.com
Phone Number	3105325748

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## #19

COMPLETE

**Collector:** Web Link 1 (Web Link)  
**Started:** Tuesday, November 30, 2021 4:55:40 PM  
**Last Modified:** Tuesday, November 30, 2021 5:01:56 PM  
**Time Spent:** 00:06:16  
**IP Address:** 76.170.162.94

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Page 1

## Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

**Softball/Baseball ,**  
**Picnicking ,**  
**Jogging/Exercise**

---

## Q2

What activities not currently available at the park would you like to see?

**Pickleball ,**  
Other (please specify):  
Would love to take my dog legally

---

## Q3

How do you get to the park?

**Walk**

---

## Q4

How far do you live from the park?

**Within One Block**

---

## Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	<b>9</b>
Basketball Equipment	<b>N/A</b>
Area Lighting	<b>6</b>
Field Lighting	<b>3</b>
Grass/Field Quality	<b>4</b>
Infield Quality	<b>2</b>
Public Restrooms	<b>5</b>
Community Building	<b>1</b>
Lack of Activities	<b>8</b>
Accessibility	<b>7</b>

---



Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

If I were to build a new fence today and I used chain link, I'd be fined by the city. It looks terrible, feels unwelcoming and doesn't contribute towards the community that Gardena is. I am at a loss how this beautiful park is surrounded by chain link.

Q7

Please provide contact information for updates about the project.

Name	Richard Magana
ZIP/Postal Code	91247
Email Address	rick.m.magana@gmail.com
Phone Number	8185316634



## **ATTACHMENT B**

### **Drafted Agreement**



## CITY OF GARDENA CONSULTANT AGREEMENT WITH XYZ

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **City of Gardena**, a municipal corporation ("City") and **XYZ**, a [state] [type of entity] ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:

- A. Whereas, City is desirous of obtaining professional consultant services to develop a design landscape architectural/architectural and engineering services for Mas Fukai Park Improvements;
- B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and
- C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement; and
- 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.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until completion, unless earlier terminated as provided below.

- A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
- B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
- C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all 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 be entitled to reasonable compensation for the services it performs up to the date of termination; however, if the Agreement



is terminated by City for cause, other than lack of funding, or by Consultant without cause, City shall be entitled to deduct any costs it incurs payment to another consultant for Services, which duplicate Consultant's Services to date. In the event of termination for other than cause attributable to Consultant, Consultant shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.

3. **SERVICES.** Consultant agrees to provide the services as specified in the City's Request for Proposal (RFP), Exhibit A, attached hereto and incorporated herein by this reference ("services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.
4. **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 agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.
5. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid to City's RFP, which is incorporated herein as Exhibit B. In the event of any inconsistency between the terms of the proposal and this Agreement, it shall be resolved by giving precedence in the following order: (a) The Agreement (b) Exhibit A (c) Exhibit B.
6. **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 term of this 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. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **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.
8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by



this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the General Services Director/City Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the General Services Director/City Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the General Services Director/City Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the General Services Director/City Engineer 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 2 above.

10. **COMPENSATION.** Consultant shall be compensated as follows:

- A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference. In no event shall compensation under this Agreement exceed [REDACTED] and 00/00 (\$###.##) without the prior written authorization of the City Council.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. 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. City 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 City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. 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.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

## 11. **INSURANCE REQUIREMENTS.**

- 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 coverages required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall



be subject to all 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. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:
  - 1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages 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 coverages 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 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 limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
  - 3. Worker's Compensation and Employers Liability Insurance – a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
  - 4. Professional Errors & Omissions ("E&O") – a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy shall be issued by an insurance company which is admitted to do business in the State of California.



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

- a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."
- d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.
- e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor 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 retentions 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 therefor, 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.
- H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

**12. INDEMNIFICATION.** 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 subconsultants, 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 subconsultants, 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 subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants 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. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity and defense shall be limited to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence,



recklessness, or misconduct of Consultant. 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.

13. **COOPERATION.** In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
14. **INDEPENDENT CONTRACTOR.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
15. **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.



**16. NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under 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 as City employee(s) for hire 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 or expiration 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 ("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. NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES.** Contractor 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 Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.
- 20. WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
- 21. COMPLIANCE WITH LAWS.** 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.
- 22. CONFLICT OF INTEREST AND REPORTING.** 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.
- 23. NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination



based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.

24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.
25. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.
26. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City:                      City of Gardena  
                                     1700 West 162nd Street  
                                     Gardena, California 90247  
                                     Attn: Allan Rigg  
                                     Director of Public Works

To Consultant:            XYZ  
                                     Address  
                                     XXXX, CA #####  
                                     Attn: Name  
                                     Tittle

Notices shall be deemed to have been served upon the date of personal service or three (3) working days after the same has been deposited in the United States Postal Service.

27. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.
28. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.

29. **PUBLIC RECORD ACT DISCLOSURE.** Consultant has been advised and is aware



that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

**30. MAINTENANCE OF RECORDS.** Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:

- A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
- B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
- C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
- D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.

**31. BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**32. GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

**33. SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

**34. AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

**35. 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.

- 36. PREPARATION OF AGREEMENT.** 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.
- 37. SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 38. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will 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.



**IN WITNESS WHEREOF**, City and Consultant have executed this Agreement as of the date first hereinabove set forth.

CITY OF GARDENA

CONSULTANT – XYZ

\_\_\_\_\_  
Tasha Cerda, Mayor

\_\_\_\_\_  
Name

ATTEST:

\_\_\_\_\_  
Sign:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Mina Semenza, City Clerk

\_\_\_\_\_  
Name

APPROVED AS TO FORM:

\_\_\_\_\_  
Sign:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Carmen Vasquez, City Attorney





**DEPARTMENT of PUBLIC WORKS**

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

**REQUEST FOR PROPOSAL**

**DESIGN, LANDSCAPE ARCHITECTURE/ARCHITECTURE AND ENGINEERING  
SERVICES FOR MAS FUKAI PARK IMPROVEMENTS, (JN 820)**

**ADDENDUM NO. 1**

**REVISIONS/CLARIFICATIONS TO THE REQUEST FOR PROPOSAL:**

1. Assume that the project will be CEQA Exempt for now and the change order will be made if a Mitigated Negative Declaration and/or technical report are necessary.
2. Incorporation of LEED Silver criteria will not be required.
3. The scope of services, Project Part "A" and Project Part "B" under "Proposal – Part One" on PDF pages 9 to 10 shall be revised to Project Part "1" and Project Part "2" to be consistent with pages 4 to 7. They are referring to the same phases.
4. Consultant shall provide a limited interior design assistance.
5. Consultant shall provide a limited design specifications to have Contractor performance-based design/build fire sprinkler system.
6. Consultant shall provide a limited design specifications to have Contractor performance-based design/build solar system.
7. West Basin Municipal Water District is currently in design development to provide recycled water line to Mas Fukai Park. City intends to connect service lateral for landscape irrigation and assume that it will be ready by the start of construction.
8. The proposed reconstruction of Community Center is referring to demolition & replace/remove & replace.
9. City does not have a hazardous survey report. Therefore, consultant shall produce one.
10. The proposed kitchen is a simple food warming area and not a commercial food preparation area.
11. City is not currently considering a synthetic baseball field turf, but will reconsider if recommended by consultant.
12. A "pre-fab" remote restroom is proposed, but on-site build will be considered if recommended by consultant.

TASHA CERDA, Mayor / PAULETTE C. FRANCIS, Mayor Pro Tem

MARK E. HENDERSON, Councilmember / RODNEY G. TANAKA, Councilmember / WANDA LOVE, Councilmember  
MINA SEMENZA, City Clerk / GUY MATO, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney



13. Consultant to evaluate and recommend baseball field safety netting for all four (4) sides if necessary.
14. No arborist report have been considered to evaluate the existing trees.
15. City does not have a preference between a Landscape Architectural led or an Architectural led team.
16. The RFP indicates "site building designs should be modeled and produced in 3-D CAD". The 3-D is referring to rendering drawings in addition to design and construction plans.
17. Full design level land survey have been completed including as-built survey and available in AutoCAD. Assume that the franchise underground surveys are required by the selected consultant.
18. Improving energy efficiency of lighting and damaged fixtures of site and sprots field shall be reassessed and be part of design scope of work.

**END OF ADDENDUM NO. 1**



# EXHIBIT B -

DAVID VOLZ DESIGN (DVD) LANDSCAPE ARCHITECTS'  
PROPOSAL & FEES  
FOR  
DESIGN, LANDSCAPE ARCHITECTURE/ARCHITECTURE AND  
ENGINEERING SERVICES FOR  
MAS FUKAI PARK IMPROVEMENTS PROJECT, JN 820



# PROPOSAL

To Provide Professional Landscape Architectural Design Services for

CITY OF GARDENA

MAS FUKAI PARK IMPROVEMENTS  
(JN 820)



AUGUST 31, 2022

Designing landscapes that create community





August 31, 2022

Kevin Kwak  
Principal Civil Engineer  
City of Gardena  
1717 W. 162nd Street  
Gardena, CA 90247-3778

**RE: PROPOSAL TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURE DESIGN SERVICES  
FOR MAS FUKAI PARK IMPROVEMENTS (JN 820)**

Dear Mr. Kwak,

Mas Fukai Park is in need of a long overdue makeover! David Volz Design team has a long resume of outstanding park refurbishment projects. DVD has provided complete makeovers for community facilities creating new recreation offerings, providing up to date access opportunities, and updating the viability of existing park infrastructure. We are currently working on large park refurbishment projects in Santa Ana, Yorba Linda, Baldwin Park, L.A. City and Costa Mesa. Primrose Park in Temple City, a proposition 68 funded project, was opened to much fanfare in February of this year. DVD just completed a 5 year multi-million dollar update of South Gate's 100 acre community park, and recently Orangewood Park in West Covina was completely rebuilt into a stellar community facility. We have designed a fourteen-million-dollar makeover for Fremont Park, Glendale's oldest park, this project will be under construction by the fall.

DVD is well prepared to work with you and your staff to implement a comprehensive refurbishment plan that will provide updated recreational opportunities, sustainable improvements, and maintenance upgrades that will enhance Mas Fukai Park's value to the Gardena community. We will use the concept plan and approved program as a guide to provide the improvements the community has identified as important in reimagining this park. DVD's park planners are adept at developing construction documents that ensure high quality construction with minimal change orders on refurbishment projects. Our team is ready to move forward to finalize design development documents and provide engineering for this exciting refurbishment project. We already have taken your background information and developed exciting ideas for your new park facilities.

The new community center will be the center piece of Mas Fukai's revitalization. The DVD team envisions a multi-use facility servicing multi-generational patrons across all of Gardena. Also, the play lot will be reimagined, DVD has designed award-winning play areas, that have included sensory and tactile play components, and great memorable themed play lots. We will design an awesome play space that will be the heart of Mas Fukai Park.

We have identified in this proposal several recent and ongoing projects for your consideration. While reviewing our park design experience, please consider the unique and proven benefits of David Volz Design.

**EXPERIENCE ON SIMILAR PROJECTS** – DVD has been commissioned to lead the design development for hundreds of public park renovation projects. This work has resulted in accolades from community groups and design awards. Our recent public projects with a similar program and of similar size to Mas Fukai Park include Barnes Park in Baldwin Park, Fremont Park for Glendale,





El Cariso Park for LA County, Santiago Park in Santa Ana, Vista Sports Park in Vista, and sport field venues at three Orange Unified High Schools. Stanton recently opened the award-winning DVD designed 11.5-acre Stanton Central Park, an award winning park that was a featured stop on the 2020 CPRS Park Operations Tour.

**QUALIFICATIONS OF THE DESIGN TEAM** – I, David Volz, will lead the design development process. My firm has specialized in the delivery of public projects including dozens of CPRS and APWA Award-winning parks. Mr. Gary Vasquez, DVD's Director of Design, will provide the creative flair that makes DVD's parks special places for sports, play, and recreation. Together, we will lead a team of landscape architects who are dedicated to public landscape design and who have extensive park planning experience. Our architect and civil engineer, BOA and DMS, are integral partners for our team. We have a long history of working together with an extensive background in the delivery of important public park projects.

**RESPONSE TO THE PROJECT CHALLENGES** – The design expertise required for this refurbishment at Mas Fukai Park is matched by DVD's offerings in this proposal. Our team has carefully reviewed the park site, identified development opportunities and provided, in this proposal, a proven strategy for developing an inspired design development plan for this for park's revitalization. Park planning is our passion and we will provide outstanding service on this important commission.

David Volz Design has a very creative park planning team. Our firm has designed hundreds of community parks and public landscapes. Our desire to be Gardena's design partner for the development of this refurbishment program will be evidenced in our energy and enthusiasm every step of the way. My firm and I look forward to working with you and your staff on this exciting and important park project.

This proposal is valid for 120 days.

Very truly yours,

**DAVID VOLZ DESIGN**

David J. Volz, R.L.A. # 2375  
LEED Accredited Professional, QSD/QSP





# TABLE OF CONTENTS

## Firm Qualifications

Firm Profile .....	5
DVD Characteristics .....	6
Project Experience & References .....	7

## Project Team

Organizational Chart .....	13
Resumes .....	
Subconsultants .....	

## Work Plan

Understanding & Approach .....	14
Creative Playgrounds .....	15
Graphic & Renderings .....	16
Scope of Services .....	17
Project Schedule .....	19
Quality Control .....	20

## Appendix

Certifications  
Letters of Recommendation

## Fee Proposal (Separate)

Fee Proposal  
Hourly Rate Schedule





## FIRM QUALIFICATIONS

## FIRM PROFILE

**David Volz Design (DVD)** is committed to the creative design of outstanding public spaces. We develop landscapes, parks, sports fields, and streetscapes to meet the specific needs of their communities. DVD designs special environments for those who seek recreation in a beautiful setting: wonderful natural environments for those who are simply looking for respite, and for those who pursue recreation and competitive athletic endeavors on the playing field. Our firm capitalizes on what the site and nature has to offer. For all of our commissions, we work to enhance the site's use, working within environmentally sound parameters while taking full advantage of the site and its surroundings to best service the community's needs.



## PLANNING AND DESIGNING

Demonstration gardens, mitigation + restoration  
 Nature parks, interpretive gardens + wilderness camps  
 Streetscape development + redevelopment  
 Community, neighborhood + mini-parks  
 Facility master plans + feasibility studies  
 School fields + campus planning  
 Irrigation renovation + redesign  
 Design guidelines + standards  
 Sports parks + stadiums  
 Grant applications

"DVD continues to build its reputation on creativity and service in the design of outstanding public spaces. We create high quality public spaces for our clients' communities and neighborhoods. We work with public agencies and the people they serve to develop innovative landscapes of outstanding beauty."

David Volz, President, RLA, LEED AP, QSD/QSP

Ever mindful of our role as stewards of the land, DVD's design philosophy includes careful consideration for realistic maintenance requirements and construction cost parameters. We also embrace any opportunity to interact with the public to create environments that meet their needs. DVD's proven outreach approach has often been the catalyst for our most successful projects. Our proven approach and input we receive provides the inspiration that leads to creative and innovative solutions.

Our company understands the importance of protecting the environment, protecting our resources and the health of future generations. **DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer QSD company.** We understand the commitment we have to the public to deliver quality projects that offer a high return for the public funds invested; projects that can be maintained and deliver a lifetime of service to the communities they are built for.

Parks and greenspaces designed by our firm have received awards and accolades from community groups, civic organizations, the American Public Works Association, the California Parks & Recreation Society, and the National Recreation & Park's Society.

## DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.

Designing landscapes that create community  
[www.dvolzdesign.com](http://www.dvolzdesign.com)

Founded in 1997  
 24 years in business  
 S-Corporation-CA  
 Never filed for bankruptcy  
 Wholly-owned Business

12 employees  
 David Volz RLA#2375  
 Gary Vasquez RLA #3883  
 LEED Accredited  
 SBE

**Contact Person:**  
 David Volz, President  
 714-641-1300  
[dvolz@dvolzdesign.com](mailto:dvolz@dvolzdesign.com)

**Coachella Valley Office**  
 78060 Calle Estado  
 La Quinta, CA 92253  
 760.580.5165

**Corporate Office**  
 151 Kalmus Drive, Suite M8  
 Costa Mesa, CA 92626  
 714.641.1300

**San Jose Office**  
 111 North Market Street,  
 Suite 300  
 San Jose, CA 95113  
 669.444.0461

Like us on Facebook!  
 Follow us on Instagram  
[@davidvolzdesign](https://www.instagram.com/davidvolzdesign)





## DVD DISTINGUISHING CHARACTERISTICS

David Volz Design will deliver a beautiful, sustainable, and creative design for the your city. Some important qualifications to consider in selecting DVD are:

- David Volz Design provides a wide range of services to our public agency clients: site planning, budgeting and preparation of construction documents are the mainstays of the services we provide. Public facilities and landscape improvements we have designed are evident in communities throughout Southern California. We have successfully delivered award-winning public landscape important projects in all over California.
- Our design approach, from design development through construction document development, includes strong quality control techniques as well as several quality control measures. For example, our team will have a senior staff landscape architect assigned to specifically provide quality control oversight. This experience landscape architect will be involved in regular in-house design review of project drawings, specifications and budget estimate. He will provide input, and advice to the project administrator. This effort, together with our other quality control measures, will focus on providing the city with a design which is accurate and constructable.
- Delivering projects within our client's expectations, budgets and time frame is our top priority. We will establish milestones for deliverables and set precise schedules for meetings and reviews. Our senior management will review all submittals prior to issuance. We will provide recommendations based upon experience and expertise for the betterment of any project assigned to DVD. These same senior DVD professionals will remain the primary contact for the City throughout the project.
- We strive to stay on top of the ever changing world of the construction industry and its pricing. We regularly analyze what is happening with projects during estimating and bidding process to ensure that we are as close as possible to our clients' budget. We have been very successful in tracking costs.
- Our team will be easy to work with, creative, and responsive. We live by our mission statement to "create community" through our designs. Together our firm will be a pro-active knowledgeable resource for your city staff.





## PROJECT EXPERIENCE & REFERENCE

### WHITAKER ELEMENTARY SCHOOL PARK

There are no parks nor any available parklands in this section of Buena Park. An initial opportunity to provide some dedicated park facilities at Whitaker School has blossomed into a full of fledged "new" park across three acres of school yard. Through a series of community outreach workshops a plan has emerged with several exciting and unique elements. In addition to normal park amenities, shaded picnic spaces, play lots restrooms, a jog path and nice open spaces, there will be a STEM themed hardscape plaza, unique geometric ground patterns and other creative play spaces. The basketball court surface will be painted for fraction ball, a math-based ball game. The running/walking track will have distance markers. The universal accessible play lot is envisioned to have fun, exciting, and challenging elements for all ages. This fully lighted park will host sports activities, family gatherings, and a myriad of recreation opportunities in this under served part of the city. As the property is to be shared with Whitaker Elementary School, a unique agreement between the City and the School District will allow for this great joint use community facility.



**Client:**  
City of Buena Park

**Reference:**  
"David Volz Design has always provided the City of Buena Park with high-quality professional services for these projects and many others."

**Jim Box**  
Director of Community Services  
(714) 562-3850  
jbox@buenapark.com

**Key Elements:**

- Universally Accessible play lots
- Basketball Court
- Running/Walking Track
- STEM Elements
- Lighting

**Services provided:**

- Master Plan
- Community Outreach
- Construction Documents
- Construction Period Services

**Start Date:** June 2019  
**Completion Date:** In progress  
**Cost of Design:** \$331,911

**DVD Project Manager:**  
Eric Sterling  
**Staff:** David Volz, Gary Vasquez,  
Paul Cassar, Luis Pedraza

**Subconsultants:** Ardurra, Design  
West Engineering, Shucri Yaghi  
Consulting Engineers



#### More Buena Park Projects:



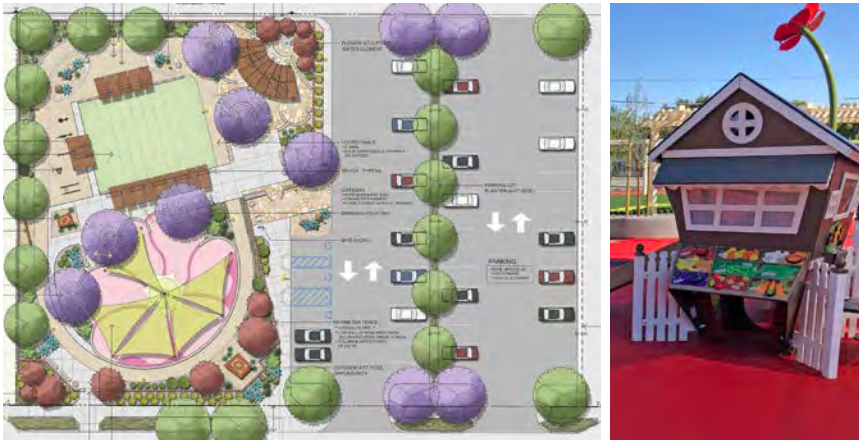
Community Gardens

Rick Gomez Park



## PRIMROSE PARK

Primrose Park is envisioned as a new recreational community park for this central section of the city. This park will be the first park installed within the city in over 50 years and was granted funded by Proposition 68. The vision of this new park is a vibrant activity space that would include: a playground, community space for fitness and wellness activities, a walking exercise loop, and new parking lot. The park is enclosed by a boundary fence utilizing decorative metal fence types of pickets within the site and along the alley with screening panels along Primrose Avenue. Just over the fence within the park will be a landscape buffer of planting with an art piece on a pedestal with lighting as a focal point at the corner between the park and parking lot to lead the eye into the site. A walking exercise loop with rubber surfacing and wayfinding lighting will encircle the whole park with two entries, a main gateway at the center of the site and a secondary gateway along Primrose Avenue, both to be locked at dusk. The play equipment layout has dedicated areas suited for 2-to-5-year old's and 5-to-12-year old's which also incorporates a custom flower shaped shade structure within the main piece of equipment. The playground with the theme and layout inspired by flowers taking elements of the park's namesake Primroses and Camellias as depicted within the City Seal and logo, also taking elements of the color palette to be used throughout the park.


**Client:**

City of Temple City

**Reference:**

Adam Matsumoto  
Director of Parks & Recreation  
(626) 285-2171 ex. 4505  
amatsumoto@templecity.us

**Key Elements:**

- Prop 68 grant funded
- Themed play
- Walking path
- Low use water system
- Drought tolerant plantings
- Exercise Equipment
- Restroom
- EV Charging stations

**Services provided:**

- Grant Application Assistance
- Community Outreach
- Concept Design
- Design Development
- Construction Documents
- Bidding Assistance
- Construction Period Services

**Size:** 1 acre

**Start Date:** June 2018

**Completion Date:** February 2022

**Design Cost:** \$195,279

**Construction Cost:** \$2.4 Million

**DVD Project Manager:**

Gary Vasquez

**Staff:** David Volz, Luis Pedraza

**Subconsultants:**

DMS Consultants, Design West  
Engineering





## PROJECT EXPERIENCE &amp; REFERENCE

# HOLLYDALE COMMUNITY PARK & COMMUNITY OUTREACH

Hollydale Community Park is being re-envisioned as a multi-faceted recreation center for this easterly section of the Hollydale Community in eastern South Gate. This two acre parcel of land is situated between the railroad tracks that run across the warehouse corridor and Industrial Avenue, the street that separates residential neighborhoods from the commercial sector. The site currently houses a dilapidated ballfield, broken concrete drive and a boarded-up structure that once served as a community room. "Safety first" was the request of the residents who attended the community park planning meetings. The improved park is to have new picnic spaces, a play lawn, open air theater with a movie screen backdrop, benches, play equipment, shade trees and a gateway marker at the neighborhood entryway.



**"From Master Planning and Community Outreach to providing creative, sustainable and usable designs that enhance our community and excite our park goers, David Volz Design has consistently met all expectations."**

**Paul Adams**, Retired Director of Parks & Recreation  
Letter of Recommendation

**Client:**

City of South Gate

**Reference:**

Steve Costley  
Interim Director of Parks & Recreation  
(323) 563-5494  
scostley@sogate.org

**Key Elements:**

- Children's Playground
- Full Court Basketball
- Community Center
- Picnic tables with shade canopy
- Open Lawn

**Services provided:**

- (8) Community Outreach Workshops & Display Exhibits
- Summary Report
- Design Development
- Final Concept Plan
- Construction Documents
- \* Grant Application Assistance

**Acreage:** 1.42

**Start Date:** October 2017

**Cost of Design:** \$253,000

**Construction Cost:** TBD

**DVD Project Manager:**

Luis Pedraza

**Staff:** David Volz, Gary Vasquez,  
Larry Poindexter, Paul Cassar,  
Dana Bull

**Subconsultants:** DMS

Consultants, Design West  
Engineering, SKA Engineering

**More South Gate Projects:**



# WAYFINDING SIGNAGE

DVD was contracted to design a comprehensive city-wide wayfinding and entry signage system for the City of Gardena to identify ideal sign locations to help residents and visitors access important community services. DVD collaborated with city staff and stakeholders to identify city entry points and places of interest for inclusion in its wayfinding program.

GIS was leveraged to visualize and analyze traffic patterns (road speeds, intersections, Average Daily Traffic (ADT), bike routes, ADA design standards, etc.) and city boundary/zoning information. A GIS-based field data collection mobile application was created to capture GPS locations and photos in the field. The app was used to accurately identify and locate existing signs and related assets as well as to verify proposed locations and sign types. Special consideration and adjustments were made for driveways and other obstructions identified in the field. Web-based and printed map graphics were created to showcase the final determinations for the wayfinding signage program.

Next the DVD team developed a series of designs for both wayfinding and entry signage. DVD took into consideration City identity and history, budgetary considerations, current and effective sign design standards, and extensive staff input in the development of these designs. They were then presented to the City Council where the designs were finalized and selected. Construction documentation and details were then developed for the final implementation of the wayfinding and entry monument signage throughout the city. Lastly a style guide and a resource log were prepared and delivered by DVD to the City of Gardena in the successful completion of this project. This project was completed on time and within budget.

**Client:** City of Gardena

**Reference:**

Allan Rigg  
Director of Public Works  
(310) 217-9571  
ARigg@cityofgardena.org

**Key Elements:**

- City entry signs
- Identify existing signs and structures to identify opportunities and challenges including ADA and traffic parameters
- Style Guide & Resource Log

**Services provided:**

- Concept Plan
- Design Development
- GIS Services
- Construction Documents

**Start Date:** October 2021

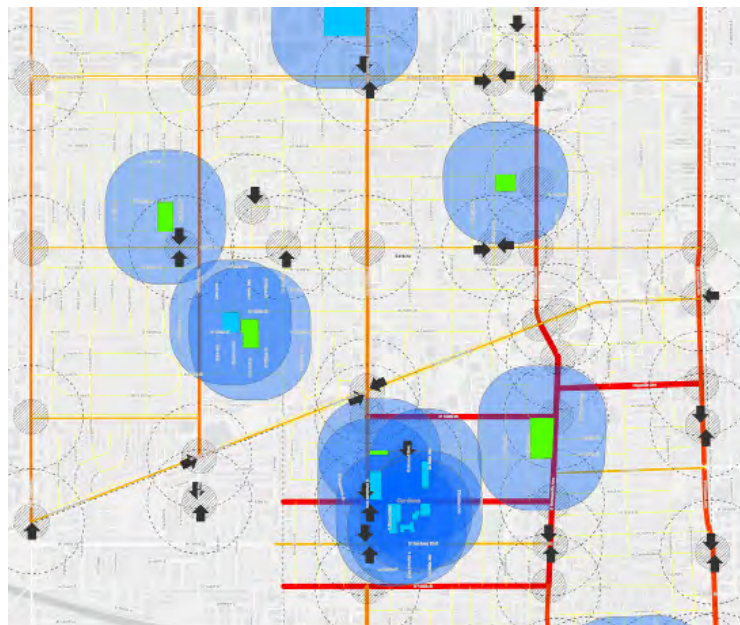
**Completion Date:** In progress

**Cost of Design:** \$63,240

**DVD Project Manager:**

Luis Pedraza

**Staff:** David Volz, Kevin Volz





## FREMONT PARK

The revitalization of Fremont Park will be a great improvement for the citizens of Glendale. It has a special character and being the oldest park in the city, an important historical context; it provides a wonderful greenspace and needed recreational opportunities for the residents who live just north of downtown Glendale. This community, through several outreach meetings, provided DVD park planners with insights related to the park's use and the current needs for recreation. The slate of improvements we planned will be enjoyed by all: new synthetic turf soccer fields, community center, play spaces, picnic grounds and ball courts. New lighting, easy access, and a full perimeter drive path will ensure better security. New parking, new maintenance facilities and a refurbished home for the model railroad club will improve this community focal point.

This busy facility includes an active tennis community with regularly scheduled lessons, tournaments, and play days. There is also a great contingent of drop-in regulars that frequent these courts. An update of the facility was needed, access, lighting and new fencing, and net stations were installed based upon DVD renovation plans. The courts were sawcut, patched and resurfaced to accommodate this facility-wide makeover. The new courts are beautiful, they have state of the art lighting and a new downloadable lighting control.



**“DVD and their team ... have provided leadership for community outreach, have designed creative and fun play spaces and have prepared high quality construction documents.”**

George Balteria, Retired City of Glendale  
Letter of Recommendation

**Client:** City of Glendale

**Reference:**

Shahen Begoumian

Park Development Manager

(818) 548-3796

Sbegoumian@ci.glendale.ca.us

### Key Elements:

- (8) Tennis courts
- Large community building
- Soccer arena, enclosed, synthetic turf & lights
- Large fully accessible play spaces
- Spray pad play space
- Pickle ball & basketball courts
- Large parking lot
- Open lawn and picnic pavilions
- Art all around the park
- Night lighting throughout
- Walkways & beautiful gardens

### Services provided:

- Master Plan & Community Outreach
- Design Development
- Construction Documents
- Bidding Assistance
- Construction Period Services

**Acreage:** 8

**Start Date:** March 2015

**Completion Date:** Out to Bid Soon

**Cost of Design:** \$1.1 million

**Construction Estimate:** \$12.3 mil

### DVD Project Manager:

Gary Vasquez

**Staff:** David Volz, Paul Cassar, Luis Pedraza, Larry Poindexter

**Subconsultants:** Civil Works Engineer, Design West Engineering, LGC Geotechnical, SKA Engineers

### More Glendale Projects:



Cerritos School Park



Pacific Park



City Sign



Maryland Park



# LIONS PARK PLAYGROUND IMPROVEMENTS

The City of Costa Mesa wanted to renovate their existing park and playground south of their new Donald Dungan Library. The directive for Lions Park was to remove and replace the restroom building and preserve the mature trees as well as install a new playground and retain a vintage fighter jet play structure in place. The program for users would be for ages 2 to 5 years and 5- to 12-year-old children including universal access. The programming of the play elements and surfacing of the playground design was inspired and driven by the jet fighter and an overall aviation theme. The site was zoned with the 2- to 5-year-olds to the west with swings with accessible seating for all, springers and small playhouse within rubber surfacing and a planter separation to a sand lot with sandcastle, table, and digger within as added play elements for toddlers. The 5- to 12-year-old area utilizes the renovated jet plane and a 2 towered play structure with several climb and interactive elements. The aircraft carrier rubberized surfacing pattern in between the structure and jet lent the deck of the aircraft carrier to be utilized as a runway for a zipline feature that allows the users to imagine flying over the deck. Additional program elements are swings and accessible seesaw and round-a-bout for all completing the playground. The mature tree canopies allowed families to have instant shade provided while their children engaged the site.



**Client:** City of Costa Mesa

**Reference:**

Baltazar Mejia

Senior Engineer

(714) 754-5291

baltazar.mejia@costamesaca.gov

**Key Elements:**

- Universally accessible play equipment
- Refurbished Fighter Jet
- Zipline swing
- Drought tolerant plantings
- Restroom

**Services provided:**

- Community Outreach
- Master Plan
- Construction Documents
- Construction Period Services

**Acreage:** approximately 1

**Start Date:** Feb 2018

**Completion Date:** July 2021

**Design Cost:** \$219,415

**Construction Cost:** \$2.4 million

**DVD Project Manager:** Gary Vasquez

**Staff:** David Volz, Paul Cassar, Luis Pedraza, Dana Bull

**Subconsultants:** DMS Consultants, Design West Engineering

More Costa Mesa Projects:





# ORGANIZATIONAL CHART

Our creative designers have the background and expertise to deliver outstanding landscape architecture services for your city’s project. The DVD key team members are experienced and talented professionals and they will be supported by a team of licensed landscape architects, several very capable designers, sub consultants, and support staff. The team will deliver:

**CREATIVITY** - We will provide you with unique and innovative solutions which will meet and exceed the expectations of the city. The project designs we put forward will creatively address the sites’ development requirements, sustainability, the unique relationship to the nearby neighbors, program priorities, accessibility and recreation balance.

**COMMUNICATION** - DVD will continually keep you and your staff informed from the start and throughout all the projects’ phases. Communication will be consistent and clear with all parties through completion of project.

**EXPERIENCE** - DVD will provide a design team that has a history of working successfully with cities as an extension of Staff and providing project design and coordination in the development of dozens of award winning projects.

**INTEREST IN YOUR PROJECT** - DVD is ready to take on your projects and bring them to successful completion. DVD is focused on delivering outstanding public facilities to communities throughout California. Our team is dedicated to the success of your projects!

David Volz Design looks forward to a long relationship with your city. We are committed to delivering high quality services, designs, reports, documents, and support to the city.

**Orange Unified School District vs. David Volz Design**  
Our longtime and ongoing client, Orange Unified School District has had issues with a construction contractors’ earthwork on a project that DVD designed. As the soils engineer was originally hired by DVD and latter by the contractor, our firm has been included in a broad action that is working through the initial findings. DVD’s relationship with the OUSD remaining good as can be attested by the Facilities Director at the District. As this ligation is ongoing, if additional information is needed about this topic, please call David Volz directly.







## DAVID VOLZ, RLA

### PRINCIPAL-IN-CHARGE

Has over 30 years of experience in the design of successful public landscapes, streetscapes and parks. He has managed public design projects including the master planning, design, and

construction of municipal projects for more than 100 public agencies in California. Mr. Volz has a broad base of experience focused in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. His extensive knowledge of landscaping materials and vegetation is often called for at commission meetings and in council reports for agencies he has served. He has comprehensive experience in storm water treatments, habitat restoration, walking trails and water conservation.

He has an excellent reputation for facilitating community outreach programs for park design through the public input process. The public workshop process for park design is a concept that he always encourages. The opportunity to get first hand insights from users, neighbors, and the public in general is always beneficial in the design of public projects. Several of Mr. Volz's most successful park projects have benefited from the ideas and energy that were put forth at public input sessions. Public landscape, streetscape and park project experience is Mr. Volz's design focus. Serving in various capacities from principal-in-charge to designer, he has overseen scores of award-winning projects for cities, school districts and public agencies throughout California.

#### EDUCATION

- BS, Landscape Architecture, 1981  
California State Polytechnic University, Pomona
- Graduate Studies, Computer Applications for Landscape Architecture, 1981, California State Polytechnic University, Pomona

#### REGISTRATION

- Landscape Architect, California #2375, 1983
- Landscape Architect, Nevada #499, 1996
- LEED Certified, 2008
- Qualified Stormwater Professional, QSD/QSP, 2015

**YEARS WITH DVD:** 1997 - present

**ROLE:** Works with the client to determine goals, presented on multiple occasions to the community and council/commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents.

#### RECENT PROJECT EXPERIENCE

##### SANTA ANA SPLASH PADS

**Client:** City of Santa Ana

The City has the opportunity to reimagine a portion of six existing parks and plan for new splash pads. This is precious parkland for the neighborhoods surrounding these parks each is unique and the DVD team is ready to develop specialized designed for each site.

##### CANYON, VILLA PARK & ORANGE HIGH SCHOOLS

**Client:** Orange Unified School District

DVD provided construction documents for bidding and for the adjacent site improvements of the new turf sports fields and all weather running tracks.

##### VERDUGO NORTH PARK

**Client:** City of Glendale

The intent is to provide a safe and fun and all-inclusive play space along with new park buildings, a parking lot and community facilities, and other new improvements at this important and well-used park.

##### WASHINGTON BLVD & I-5 ON RAMP

**Client:** City of Commerce

The City desires to install aesthetic improvements at the I-5/Washington Boulevard interchange, primarily consisting of landscaping, bridge painting, and a monument sign.

##### HOLLYDALE COMMUNITY PARK

**Client:** City of South Gate

This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities for the neighborhood.





## GARY VASQUEZ, RLA

### DIRECTOR OF DESIGN

Provides senior design leadership as a result of 20 years of experience designing multi-faceted projects throughout California. His design abilities have proven to be not only innovative and unique, but award-winning. He will work under the direction of David Volz providing creative design solutions to the challenges and opportunities that arise. Mr. Vasquez has provided high quality project management on many of our firms' most successful and highly acclaimed park projects.

Mr. Vasquez is a key figure in our community outreach program. He successfully integrates the ideas generated through the public input process to create the master plan. This dedication to ensuring the community's input has led to extremely successful projects. His expertise in concept development graphic illustration techniques and project planning. His broad knowledge of construction detailing, planting design and irrigation equipment anchor his approach to high quality project delivery.

### EDUCATION

- MLA, Landscape Architecture, 1989  
California State Polytechnic University, Pomona
- BS, Ornamental Horticulture, 1986  
California State Polytechnic University, San Luis Obispo

### REGISTRATION

Landscape Architect, California, #3883, 1992

### ACCOMPLISHMENTS

Design of the Year Award, APA 2010

### SKILLS

AutoCAD, Adobe Photoshop, Microsoft Office

**YEARS WITH DVD:** 1997 - present

**AVAILABILITY:** 40%

**ROLE:** Works extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

### RECENT PROJECT EXPERIENCE

#### RICK GOMEZ PARK

**Client:** City of Buena Park

The project started as a small "greening" project at the end of the 8th Street cul-de-sac. Rick Gomez, a beloved long-time coach and youth advocate in Buena Park was memorialized through the theme and detailing of the park and playlot.

#### STANTON CENTRAL PARK

**Client:** City of Stanton

Stanton Central Park is the city's largest recreational open space encompassing 11.5 acres with features encouraging activity and exercise for a city whose citizen's never had a community park. Attentive design work was aided by the voiced needs of the community, making this truly a "people's park."

#### FREMONT PARK

**Client:** City of Glendale

The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.

#### SANTA ANA SPLASH PADS

**Client:** City of Santa Ana

The City of Santa Ana has the opportunity to reimagine a portion of six existing parks and plan for new splash pads. This is precious parkland for the neighborhoods surrounding these parks each is unique and the DVD team is ready to develop specialized designed for each site.





ERIC STERLING  
SENIOR LANDSCAPE  
ARCHITECT

Mr. Sterling is returning to DVD from a 9-year absence to explore worldly projects. He has 25 years of experience in landscape architecture working on projects for public agencies. His design expertise ranges from recreational parks to streetscapes, school sites, as well as city design guidelines, various Disney parks, including many award-winning projects.

A benefit to Mr. Sterling's design ability is his attention to detail and his knowledge of playground design, the latest construction practices and materials, ADA accessibility concerns. He is a key figure at DVD in coordinating design development plans and carrying them through construction drawings. He is known for his ability to collaborate with a variety of clients, architects, engineers and designers and to successfully manage projects from beginning to end.

He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients. He cooperates well with staff, clients, and agencies to create successful products and works closely with contractors during construction. He is typically responsible for plan checking to ensure the successful completion and delivery of projects.

EDUCATION

BS, Landscape Architecture, 2001, California State Polytechnic University, Pomona

REGISTRATION: Landscape Architect, California, #5463

SKILLS

Adobe Creative Suite, Sketch up, AutoCAD, Microsoft Office

YEARS WITH DVD: 2005-2012 & March 2021 - present

AVAILABILITY: 40%

**ROLE:** Works extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPERIENCE  
COSTA MESA SANITARY  
HEADQUARTERS

**Client:** Costa Mesa Sanitary District  
A turf removal/water conservation project to provide a boldly vibrant landscape design which incorporates native landscape. These outreach programs include waste reduction, composting and mulching as well as water saving irrigation practices and landscape material selection.

WOLFSON PARK EXPANSION

**Client:** City of Rancho Mirage  
Working hand-in-hand with the city to deliver a design that meets the communities' expectations, the overall design needed to fit within the parks' existing Victorian style while accommodating new program features.

REFLECTION PARK

**Client:** City of Desert Hot Springs  
The new program includes ADA upgrades, benches, boulders and cobble, new native landscape and irrigation, a reflective monument sign, and a grid of California Fan Palms. The Park will utilize energy efficient night lighting and no turf grass.

WHITAKER ELEMENTARY SCHOOL  
PARK

**Client:** City of Buena Park  
An initial opportunity to provide some dedicated park facilities at Whitaker School has blossomed into a full of fledged "new" park across three acres of school yard. Through a series of community outreach workshops a plan has emerged with several exciting and unique elements.





## PAUL CASSAR

### SENIOR LANDSCAPE DESIGNER

Has more than 13 years of experience in landscape architecture working on projects for public agencies. His design expertise ranges from recreational

parks to streetscapes, school sites, as well as city design guidelines. A benefit to Mr. Cassar's design ability is his attention to detail and his knowledge of playground design, the latest construction practices and materials, ADA accessibility concerns, and his experience in the installation of hardscape, softscape, and irrigation systems. He brings field investigation, research, and communication experience to each of our projects.

Mr. Cassar has been a key figure at DVD in coordinating design development plans and carrying them through construction drawings. He is known for his ability to collaborate with a variety of clients, architects, engineers and designers and to successfully manage projects from beginning to end.

He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients. He cooperates well with staff, clients, and agencies to create successful products and works closely with contractors during construction. He is typically responsible for plan checking to ensure the successful completion and delivery of projects.

#### EDUCATION

BS, Landscape Architecture, 2005  
California State Polytechnic University, Pomona

#### SKILLS

Adobe InDesign, Adobe Creative Suite, Sketch up, AutoCAD, Microsoft Office

**YEARS WITH DVD:** 2005 - present

**AVAILABILITY:** 40%

**ROLE:** Responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

#### RECENT PROJECT EXPERIENCE

##### CANYON HIGH SCHOOL, VILLA PARK HIGH SCHOOL & ORANGE HIGH SCHOOL

**Client:** Orange Unified School District  
DVD provided construction documents for bidding and for the adjacent site improvements of the new turf sports fields and all weather running tracks.

##### JACK HAMMET PARK

**Client:** City of Costa Mesa  
Improvements including new walkways, parking lot expansion, water facilities and control structures relocation, and a new pedestrian connection will be designed.

##### FREMONT PARK

**Client:** City of Glendale  
The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.

##### CITRUS GLEN & HICKS CANYON PARK IRRIGATION

**Client:** City of Irvine  
The DVD team concluded that the utility service line, water meter, and irrigation mainline were undersized to provide the capacity that was needed. A decision was made, based upon cost-benefit analysis, to split the park in two.

##### MILES AVENUE TURF REDUCTION

**Client:** City of La Quinta  
The new street median island landscape along Miles Avenue will set a precedent for a new beautiful water thrifty and desert efficient landscape.





## ANGELA LEE

### LANDSCAPE DESIGNER

Ms. Lee is returning to DVD from a 5-year absence due to relocation out of state. She has experience in many aspects of the public landscapes design process including conceptual planning, planting design, irrigation design, and community presentation techniques. Angela is extremely knowledgeable in drafting construction documents and understands exactly what information contractors will need. Her abilities include her computer graphic skills, writing and composition, and an aptitude for tackling challenging tasks with timely completion of duties. Not only does she understand and work on the design and construction process but she is excellent at analyzing data from our community input charrette process to help form a common goal of what the community desires.

**“Landscape architecture is so important, the environment around us affects the way we behave and how we feel. I really appreciate the goal of this office to make parks and public spaces that people can enjoy and feel proud of their communities.”**

#### EDUCATION

- MLA, Landscape Architecture, 2010, University of Michigan, MI
- BS, Cinema-Television Critical Studies, 2003, University of Southern California, CA

#### SKILLS

AutoCAD, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

#### ACCOMPLISHMENTS

- Landscape Architecture Faculty Award, University of Michigan

**YEARS WITH DVD:** 2013 - 2016 & October 2021 - present

**AVAILABILITY:** 40%

**ROLE:** Responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

#### RECENT PROJECT EXPERIENCE

##### WAYFINDING SIGNAGE

**Client:** City of Gardena

GIS was leveraged to visualize and analyze traffic patterns (road speeds, intersections, Average Daily Traffic (ADT), bike routes, ADA design standards, etc.) and city boundary/ zoning information.

##### COSTA MESA SANITARY HEADQUARTERS

**Client:** Costa Mesa Sanitary District

A turf removal/water conservation project to provide a boldly vibrant landscape design which incorporates native landscape. These outreach programs include waste reduction, composting and mulching as well as water saving irrigation practices and landscape material selection.

##### WHITE OAK RIDGE

**Client:** City of Orange

The phased landscape renovation of White Oak Ridge will follow a landscape precedent previously established on Trails End Lane. The new landscape will utilize water saving plants and water efficient irrigation.

##### BERKSHIRE & GREVELIA PARKS

**Client:** City of South Pasadena

The Berkshire and Grevelia lots have been purchased and the neighborhood has given initial ideas for the conversion of these properties to pocket parks. DVD designed life back to the exciting park facilities that the neighbors envisioned for their community.





# BOA ARCHITECTURE

BOA is a 7-person architectural firm that has been in continuous business for 59 years, with a competitive advantage in Public Works architectural modernization projects including: building additions, renovation/ retrofit, tenant improvements (TI); façade improvement projects, and building systems modernization. We have completed over 2,000 Public Works architectural projects for over 80 local public entities. We have unique expertise in Parks/ Recreation Facilities, Fire Stations, Security-Workplace Safety Improvements, Community Centers, ADA Compliance, and Civic Center Facilities. We have unique expertise in restroom design as we have recently designed more than 50 park restrooms for the cities of Long Beach, Torrance, Bellflower, Cypress, Carson, Redondo Beach, Huntington Beach, Montebello, Tustin, and Los Angeles. We can compete favorably with just about any other firm on these building types. Our staff expertise and production systems are geared for these types of architectural modernization and often "messy" renovation projects. We have completed the design of over 300 Parks/Recreation projects, over 60 Community Centers, over 50 fire stations, 20 libraries, over 400 ADA Compliance renovation projects, and 15 civic centers.

We are a small firm that prides itself on personalized service by the principal and architectural staff. BOA's philosophy demands that the principal be intimately involved in every phase of your project. As a result, Edward Lok Ng, licensed architect, will be the Principal-in-Charge and the Project Manager for this project. This will allow high-level decisions to be made quickly and efficiently on your project.

We are dedicated to the concept of a thorough environmental design process, and we are motivated toward providing personal service. We respect the goals of our profession and strive to reflect them in our work. Our staff in our 2 firms are trained in the physical and life sciences as well as in the art of design and the principles of construction. Because of this background and our respect and understanding for the relationships between people and the environment, we frequently develop and guide interdisciplinary teams that include other design professionals such as architects, landscape architects, engineers and planners.

## EDWARD LOK NG, ARCHITECT, LEED AP

President, Senior Project Manager, and Designer

### EDUCATION:

- Bachelor of Architecture, University of Hawaii, 1981

### REGISTRATION:

- Licensed Architect, C-16840 State of CA, 1986
- LEED Accredited Professional, 2009

Edward Lok Ng has been a member of BOA since 1982. Principal and Director of Design, Mr. Ng has over 38 years of experience in all phases of the design process. He has personally designed and managed over 500 municipal facility projects and completed design work for over 30 parks for local cities. He is very familiar with Expediting architectural project for the City of Gardena as he designed the renovation improvement for Gardena Fire Station 158, Feasibility Study for the historic Gardena Chase Bank building, which is owned by the City. He leads a talented team of designers and consultants to ensure that design solutions effectively meet the clients' and users' needs while adhering to client schedules and budget constraints. He has been the Project Manager and Designer for numerous projects within civic/public buildings, the Parks and Recreation facilities, city hall, Fire Station facilities, Police facilities, and ADA retrofit/transition plan projects. This experience coupled with Mr. Ng's dedication and commitment to sustainability and design excellence has led to numerous honors and repeat clients for BOA.

### MUNICIPAL PROJECTS

- Carriage Crest Park, City of Carson
- Sierra Madre Teen Center City of Sierra Madre
- Hawaiian Gardens Youth Center Head Start Program City of Hawaiian Gardens
- Jesse Owens In-door Swimming Pool Facility, County of LA Parks and Recreation
- Bartlett Annex Senior Social Services Center, City of Torrance
- Hawaiian Gardens Senior Center, City of Hawaiian Gardens
- Veterans Park Senior Center, City of Redondo Beach
- Bartlett Senior Citizen Center, City of Torrance





DMS Consultants, Inc. is dedicated to technical excellence and high quality services. A team approach is taken to every project undertaken, with a project engineer directing, managing and acting as the central design figure in the work. Our firm strives to maintain a high level of communication with the client and jurisdictional agencies.

We are acutely aware of the value and importance of providing close individual attention to each project and to working within the constraints of time and budget. We also know that the success of our firm rests clearly on the management, competence, and expertise of our professional staff and team.

Established in 1994, our firm provides engineering and related services to municipalities, government entities, and private industries throughout Southern California. With a staff of registered civil engineers, designers, construction observers, contract administrators, surveyors, and specialists in transportation, building and safety, and computer-aided design, DMS Consultants, Inc. is uniquely qualified to respond to the diverse needs of our clientele.

DMS Consultants, Inc. presently provides on-call civil engineering services to the City of Fullerton, City of Diamond Bar, City of San Dimas, City of Cerritos, City of Newport Beach and City of La Mirada.

DMS Consultants, Inc. has the ability to provide in-house services in the following areas:

- Street improvements
- Storm drain improvements
- Sewer improvements
- Water improvements
- ADA accessibility type improvements
- WQMP / SWPPP documents
- Hydrology
- Surveying
- Plan check services

DMS Consultants, Inc. has the capacity to sub-consult for areas including but not necessarily limited to:

- Geotechnical services
- Traffic engineering services

## SUBCONSULTANT

### SURENDER DEWAN, P.E

President

#### EDUCATION:

- Bachelor of Science, Civil Engineering, Delhi University, 1970
- Master of Science, Civil Engineering, University of Washington, 1978

#### REGISTRATION:

- Civil Engineer, California, RCE 34559
- SWRCB Certified QSD 20924

Mr. Dewan, President of DMS Consultants, Inc., has more than 30 years of professional experience in the design of Public Works projects. Mr. Dewan is responsible for performing and/or coordinating engineering design and other related technical services including project management; preparation of plans, specifications, estimates, design; and evaluation of major municipal projects.

#### MUNICIPAL PROJECTS

- Euclid Street Roadway Improvements - Fountain Valley
- State College Boulevard Rehabilitation Project - Fullerton
- San Dimas Avenue Improvements - San Dimas
- Hollydale Community Park - South Gate
- Del Amo Boulevard Street Improvements - Cerritos
- Madonna Area Street, Sewer & Water Reconstruction - Fullerton
- San Dimas Wash Trail - Glendora
- Via Verde Reconstruction Project from Covina Hills Street to Puente Street - San Dimas
- Chapman Avenue Rehabilitation Project from Berkeley Avenue to Raymond Avenue - Fullerton
- Bastanchury / Valencia Mesa Bile Path - Fullerton
- FY 2014-15 Street Improvements, Sewer and Water Main Replacement - Fullerton
- Design of Caltrans Curb Ramp Construction Plans, Studebaker Road at State Route 91 - Cerritos
- MacArthur Boulevard Pavement Reconstruction - Newport Beach
- Placentia Avenue Reconstruction - Fullerton





**DESIGN WEST ENGINEERING**  
275 Hospitality Lane, Suite 100

In January of 2000, Design West Engineering was founded by partners Rob Cronk and Mark Galle. They set out to build an engineering company that would be focused, first and foremost, on delivering our architectural and construction partners with exceptional service. The idea was simple, the model worked, and the company has thrived. Now, Design West has become a leading engineering firm across the West Coast.

We see our role on your team in the same light. Our work is an integral part of your project functioning as it should. It goes far beyond just accurate engineering. It has everything to do with what we call good service.

#### **PARK EXPERIENCE**

Design West's team brings you expertise in parks and community buildings, having a long history of experience with countless city and county clients as well as various state and federal agencies. Beyond just designing to the project type, this experience includes successful support of public works bidding and construction administration services. It includes effective communication and collaboration with various regulatory agencies, utility companies, governmental departments, and multiple stakeholders.

#### **THE 4 COMMITMENTS OF CUSTOMER SERVICE**

We know the only way to earn your trust is through consistent quality engineering, but exceptional customer service is the real foundation Design West is built on. We are committed to active collaboration, clear and consistent communication, purposeful creativity, and working with care. Our entire team knows it's our job to make sure you don't just like our work, but love working with us.

#### **MUNICIPAL PROJECTS**

- Central Park, City of Stanton
- South Gate Park, City of South Gate
- San Sevaire Park, City of Fontana
- El Cariso Park, County of Los Angeles
- Maryland Avenue Park, City of Glendale
- Temple Park, City of South El Monte
- State Street Park, City of South Gate

## **SUBCONSULTANT**

#### **LEO MAYA, PE, LEED AP**

Principal Electrical Engineer

With over 20 years of electrical design experience, Leo has been a key part of Design West since 2005. Leo has worked on a wide array of projects including large commercial and industrial buildings, health care and institutional facilities, sports field lighting, street and area lighting, golf course electrical systems, and various dry utility designs. His dedication to maintaining long-term client relationships and his diverse electrical background have made him the natural selection to head up our Electrical Department in 2009. Leo's continuing education keep him up to date with the latest lighting and energy efficient technologies. Leo is an ongoing student of Engineering Management at Arizona State University and holds a CA electrical PE license.

#### **ROY MORALES**

Electrical Department Head, Associate

Roy has relationships with many of the local agencies after providing years of reliable design and service to this clientele. His experience includes design for buildings, sports fields, street lighting, and solar photovoltaic systems. Roy is a Senior Project Manager as well as the Electrical Department Head for the San Bernardino office. Roy joined the Design West team after working several years with Dream Engineering when the company was bought out in 2009. Roy brought an expertise in electrical applications, including parks and street projects, along with municipal projects such as essential service facilities, community buildings, government operations facilities, and aviation buildings. Roy is a proven team leader, both in how he runs his teams internally, and how he runs his project teams when working with clients.

#### **ARCADIO NUNGARAY**

Electrical Project Manager

Arcadio joined Design West in 2010 as an Electrical Project Designer and has operated a Project Manager since 2015 with a project team including 3 supporting staff. As a resident design software expert, Arcadio also serves the team as CAD Manager and Bluebeam Manager. Arcadio excels at fast pace and rapid turn-around projects. He is known for his responsiveness and thorough communication. Arcadio maintains his project deadlines in a resourceful and competent manner for each of his clients.



## UNDERSTANDING & APPROACH

Mas Fukai Park, is a great park for your city. It will be rebuilt into a premiere recreation venue. The recreation building, ball fields, courts, and green space will be rebuilt under this new project to better suit the community's needs. Our design team has some great ideas for finalizing the design for a complete park renovation with exciting new and updated offerings!

The DVD team will work with city staff to develop a creative and engaging design development plan to implement the refurbishment process. The design will carefully consider the many ideas for park enhancement that have been put forward by the community. In particular our park planners will consider the outreach and community desires put forth through last years' outreach program and the city council's input on that program. An updated concept plan will be developed through a series of city staff review meetings where alternatives and ideas will be honed into a design development plan for the parks reconstruction. The recreation building, play lot, ballfields, courts, exercise area, and ADA parking will be re-envisioned as a new, beautiful, activated, community recreation focused facility.

Construction drawings for the many envisioned recreation elements and the sites' engineering will be started as the design development plan is being reviewed. The DVD team will coordinate closely with our civil engineers, DMS, to provide guidance on grading, fill materials, stormwater facilities, and foundations for structural elements. This preliminary design development work will provide the background for this parks renaissance. As the design development plan is being approved the construction documents will begin. Upon final approval of the development program and plan, we will develop the construction documents and push forward the engineering plans. Final construction documents ready for public bid will be prepared for the park's reconstruction.

Cost Estimating in these rapidly changing times is a challenge. Our team keeps up with the market through carefully analysis of park construction bid items. We receive current itemized public bids for several projects each month. We will use our data base, our experience in public works, and our long term perspective to put forward solid budget estimates for this park's construction costs and escalation contingency factors.

We have provided similar services on dozens of community defining projects for cities throughout Southern California. We have a very creative team and our desire to be Gardena's design partner will be evidenced in our energy and enthusiasm every step of the way.





# CREATIVE, ALL-INCLUSIVE & MULTI-GENERATIONAL PLAYGROUNDS

David Volz Design creates fantastic, wonder-filled, memorable play lots. Our firm has been widely recognized for delivering outstanding public park play environments that have garnered praise and accolades from local communities.

- Our whale fossil interpretive play space in Laguna Hills has been featured online blogs, local and regional newspapers and national magazines.
- The wagon train and pioneer play environment in Pioneer Park, Tustin, won several regional and state-wide awards, and was selected for a recognition by the National Recreation and Park Association.
- Our Stanton Train Park, Central Park, is featured in the CPRS District Ten Hall of Fame.
- Admiral Kidd Park, an award-winning play space, features kid size replicas of the four boats named for the Admiral. This Long Beach park was a featured stop on the state park operations annual tour of premiere park facilities.

Our play space design philosophy is built on the perspective of a kids-eye-view. Adventure, surprise, familiar and challenging settings, and themes, memorable spaces. Kids may not know the proper name of the park, but they know that there is a special play lot at airplane park, rocketship park, baseball coach park, train park, and tree house park. The goal is to create an immersive environment that will engage guests and create lasting memories.

We recognized the importance of providing for multi-generational intermingling, on the play lot, as caregivers overseeing the play space and for adults a calm, shaded comfortable surveillance spot to enjoy the space at the park. Our play area design reputation has lead to collaborations with all-access advocates and organizations. We have designed several park play environments as the lead landscape architect for Shane's Inspiration.

This work and design workshops with emotionally and physically challenged stakeholder advocates has informed our design perspective on inclusive, accessible, and caregiver insights that influences our play lot design. One of DVD's most recent Shane's Inspiration play lots is located in El Cariso Park, an LA County Park. At this park the interactive multi-story "equipment" is the center piece of an elaborate all access play environment. Access for all is provided within the terraced natural slope of the existing park terrain. There is plenty of seating for caregivers, play pieces that encourage multi-generational, multi-fun seeker collaborative play opportunities. This is a special park, well worth a trip to this Sylmar Community Park.





# GRAPHICS & RENDERINGS

**WHAT IF A VISUALIZATION OF AN IDEA COULD BRING CLARITY TO THE DESIGN INTENT? COULD ALLOW FOR ENLIGHTENED CONSIDERATION AND UNDERSTANDING?**

The David Volz Design studio has a robust graphic design component, and skilled professionals adept at delivering graphics and images, including immersive 3-dimensional fly throughs that communicate our design ideas before moving ahead with the project's engineering.

Communication is the key to understanding. The photo-realistic renderings, computer-generated 3D models, and images of the project style, detailing, form, and function provide a clear understanding of the project concepts. Our creative and innovative designs are beautifully rendered for review and consideration of civic leaders, our collaborative partners, and the general public. Our visualizations have resulted in great feedback and design considerations, great "Now I Get It" moments, and enthusiastic approvals of concepts, ideas, and projects.

The DVD team has proven capabilities for the graphic presentation of the ideas and the layout for review of the park's conceptual layout. We will prepare artist renderings, 3D fly through videos and photo realistic pictures to describe the many elements we plan to include in this development. We will ready all our renderings for social media posting and for use in city communications.





# SCOPE OF SERVICES

David Volz Design proposes to provide the following design services to the City of Gardena for the Mas Fukai Park Improvements. Our team is well versed in development of inspired park improvement plans. Construction documents, plans and technical specifications will be prepared for the approved renovations and improvements. The following services are proposed:

**PHASE ONE: PRE-DESIGN, FEASIBILITY, AND BUDGET VERIFICATION**

- Budget confirmation

**Task 1 - Project Start-Up and Administration**

- 1.01 Initial Kick-Off meeting
  - a. Review existing plans and reports
  - b. Review project criteria and program objectives
  - c. Review procedures and design schedule
  - d. Assign calendar dates to each milestone
- 1.02 Data Collection
  - a. Collect utility information
  - b. Catalogue available documents and plans
- 1.03 Perform field investigations
  - a. Prepare photo survey of site
  - b. Annotate maps with ideas from the site review
- 1.04 Project Management

**Task 2 - Geotechnical Report**

- 2.01 Geotechnical soils report and recommendations

**Task 3 - Budget Review, Verification**

- 3.01 Review work items and budget
- 3.02 Provide analysis and recommendations
- 3.03 Confirm budget and funding

**MEETING & DELIVERABLES**

- City Staff review meeting
- Calendar schedule
- Geotech report

**PHASE TWO: DESIGN DEVELOPMENT**

**Task 1 - Schematic Plans**

- 1.01 Update concept plan with ideas and input from city staff and design team
- 1.02 Prepare conceptual recreation building plans, elevations, 3D perspective drawings
- 1.03 Assist city in preparation of Initial CEQA document

**Task 2 - Design Development**

- 2.01 Finalize schematic site and layout plans
- 2.02 Major materials selection, types and finishes
- 2.03 Area detailing
  - New recreation building
  - New tot lot and surface
  - Pickleball courts
  - Interior walking path
  - New small restroom
  - ADA access throughout including bleachers
  - Exercise equipment
  - Foot reflexology labyrinth
  - Efficient field lighting
  - Improved ballfield conditions
  - New ADA parking stalls
- 2.04 Budget review and confirmation
- 2.06 City staff presentation and review

**Task 3 - Design Development Turnover Package**

- 3.01 Plans
- 3.02 Draft special provisions and technical specifications
- 3.03 Catalog cuts



## SCOPE OF SERVICES

- 3.04 Product literature
- 3.05 Written narrative describing components, materials, finishes, custom features, and any related elements
- 3.06 PDF files of plans and specifications

### Task 4 - Water Quality Management Plan

- 4.01 Prepare water quality management plan

#### MEETING & DELIVERABLES

- City Staff review meetings
- Design Development Plans
- Project Budget Estimate
- Water Quality Management Plan

### PHASE THREE: CONSTRUCTION DOCUMENT DEVELOPMENT

#### Task 1 - Initialize Construction Documents

- 1.01 Schedule verification
- 1.02 Program review and verification
- 1.03 Prepare base maps
- 1.04 Utility coordination
- 1.05 Specification outline

#### Task 2 - Prepare Construction Documents

- 2.01 Prepare construction drawings
- 2.02 Prepare technical specifications
- 2.03 Prepare construction cost budgets
- 2.04 Submittal/review at 60% and 90% plans and final documents

### PHASE FOUR: FINAL CONSTRUCTION DOCUMENT

#### Task 1 - Final Construction Documents

- 1.01 City project team review of work-to-date
- 1.02 Internal quality control review
- 1.03 Revise documents
- 1.04 Turn over of original plans and specifications
- 1.05 Project Management

#### MEETING & DELIVERABLES

- Construction Documents

- Preliminary and final City Staff meeting
- Document Review

### PHASE FIVE: BIDDING AND CONSTRUCTION PERIOD SERVICES

#### Task 1 - Bidding Assistance

- 1.01 Provide answers to pertinent pre-bid questions
- 1.02 Assist the city in evaluation of bids

#### Task 2 - Construction Assistance

- 2.01 Attend pre-construction meeting
- 2.02 Respond to project Requests for Information (RFI's)
- 2.03 Attend pre-construction meeting
- 2.04 Participate in construction progress meetings and prepare meeting summary notes (6 meetings)
- 2.05 As-built plan preparation (contractor annotation)

#### PHASE FIVE: DELIVERABLES + MEETINGS

Bidding assistance  
RFI responses, instructions  
Meeting summaries  
As-built plan preparation  
City staff support services



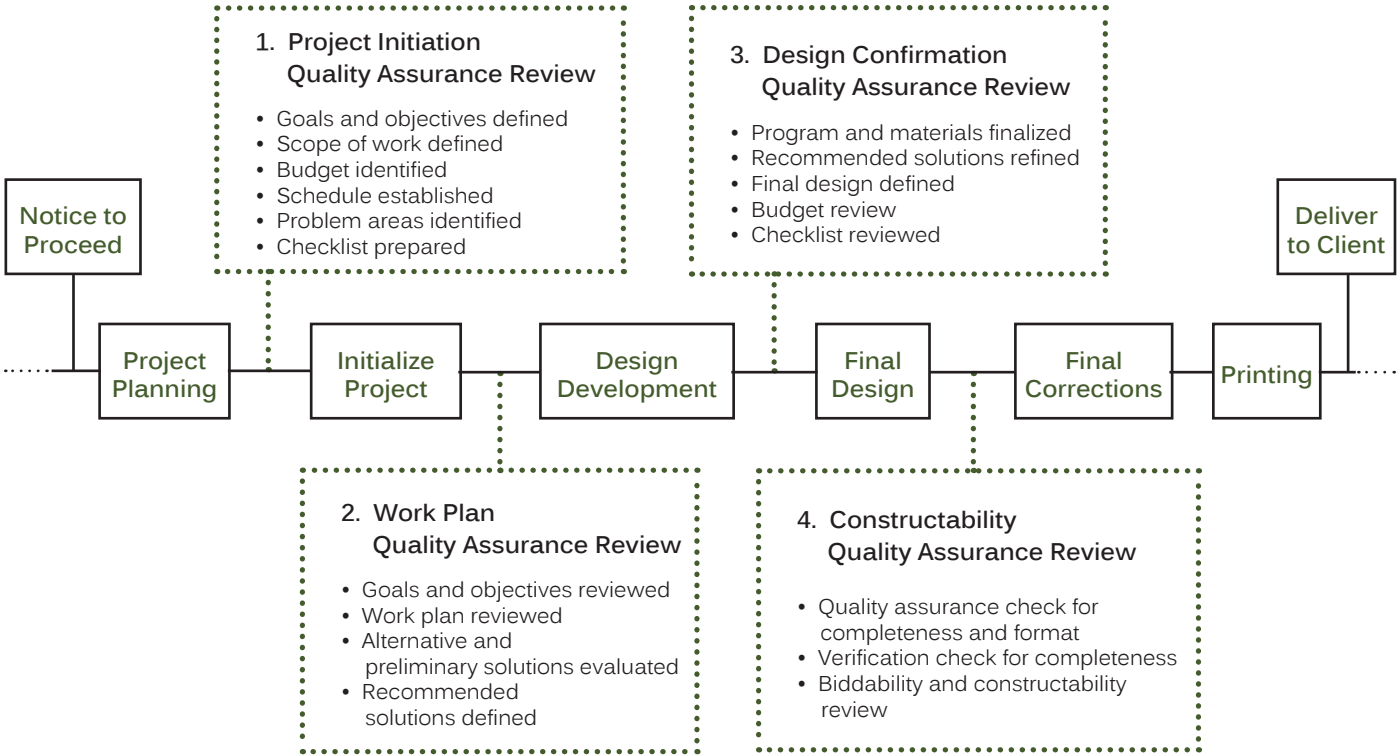




# QUALITY CONTROL

DVD has an established quality control and assurance program that we undertake for all our design services, and for this project. The Principal-in-Charge will be responsible for implementation of these Quality Control measures. The primary elements include:

- Verification that required deliverables and documents noted in the Scope of Work are provided.
- A Peer Review will be conducted by our senior professional staff to solicit critical comments and verify correctness.
- Retention of documents with highlighted markings and red-line comments, and verification that required revisions are incorporated into the updated documents.
- Continual assessment and tracking of project schedule and budget against baseline data.
- A complete construction review for constructability and biddability of the complete PS&E package will be assigned to experienced professionals on staff prior to final submittal to our client.



# WHY CHOOSE DAVID VOLZ DESIGN?

Creative  
Designers of  
Public Spaces

Cost Controls  
and Quality of  
Design with Rich  
Detailing

Online Public  
Outreach Expertise  
Community  
Inspired Park  
Design

Award Winning  
Park and Sports  
Field Design

Experience  
in Delivery of  
Projects





# APPENDIX







August 31, 2022

Kevin Kwak  
Principal Civil Engineer  
City of Gardena  
1717 W. 162nd Street  
Gardena, CA 90247-3778

**RE: PROPOSAL TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURE DESIGN SERVICES  
FOR MAS FUKAI PARK IMPROVEMENTS (JN 820)**

Dear Mr. Kwak,

We are looking forward to working with the City of Gardena. Our team of professionals has what it takes—expertise, enthusiasm, and exceptional service—to plan, design, and see to the successful completion of your projects.

Thank you for your consideration.

Very truly yours,

**DAVID VOLZ DESIGN**

A handwritten signature in dark ink, appearing to read "David J. Volz", followed by a period.

David J. Volz, R.L.A. # 2375  
LEED Accredited Professional, QSD/QSP



# FEE PROPOSAL

We have the knowledge and expertise to creatively take this project from start to finish, from design development through final, construction engineering and construction. We have provided similar services on hundreds of communities defining projects for cities throughout Southern California. We have a very creative team and our desire to be your City's design partner will be evidenced in our energy and enthusiasm every step of the way.

## Phase One: Pre-Design, Feasibility, & Budget Verification

Task 1 - Project Start-up and Administration

Task 2 - Geotechnical Report Assistance/Review

Task 3 - Budget Review, Verification

PR \$220	DD \$200	SLA \$175	PD \$140	CT \$120	AD \$110	Total Hrs	Fee
6	6	8	6	8	16	50	\$ 7,480
2	2	8	2			14	\$ 2,520
4	4	8	4	4	8	32	\$ 5,000
12	12	24	12	12	24	96	\$ 15,000

## Phase Two: Design Development

Task 1 - Schematic Plans

Task 2 - Design Development

Task 3 - Design Development Turnover Package

Task 4 - Water Quality Management Plans (WQMP)

2	4	20	4	4	2	36	\$ 6,000
12	28	22	22	44	10	138	\$ 21,550
4	12	18	12	42	6	94	\$ 13,810
8		8	6			22	\$ 4,000
26	44	68	44	90	18	290	\$ 45,360

## Phase Three: Construction Document Development

Task 1 - Initialized Construction Documents

Task 2 - Prepare Construction Documents

20	24	36	42	56	10	188	\$ 29,200
84	210	410	410	610	16	1740	\$ 264,590
104	234	446	452	666	26	1928	\$ 293,790

## Phase Four: Final Construction Documents

Task 2 - Final Construction Documents (100% submittal)

12	18	32	30	26	8	126	\$ 20,040
12	18	32	30	26	8	126	\$ 20,040

## Phase Five: Bidding and Construction Period Services

Task 1 - Bidding Assistance

Task 2 - Construction Assistance

16	16	18	18	16	16	100	\$ 16,070
20	40	60	82	160	24	386	\$ 56,220
36	56	78	100	176	40	486	\$ 72,290

Architectural Services by BOA \$ 203,550

Civil Engineering Services by DMS \$ 20,470

Electrical Engineering Services by DWE \$ 73,830

Structural Engineering Services \$ 6,500

Reimbursable expenses, printing, copying, postage, etc. \$ 5,000

**TOTAL PROPOSED DESIGN FEE \$ 755,830**



# ASSUMPTIONS

- 1. This proposal is based upon the descriptions, budgets, and plan included in the RFP. Changes to the scope could require changes to this proposal.
- 2. CEQA assistance services are limited to assisting the city with preparation of a MND.
- 3. Subconsultants services and outside services include a 15% administrative markup.
- 4. Only services specifically noted in the scope of services are included in the fee schedule. Services such as construction survey, utility potholing, etc. are not included.
- 5. See the subconsultant proposals attached for proposed services and additional excluded services.
- 6. Addition to the above the services and fees will be required if construction exceeds the **twelve consecutive calendar months**. Construction period service will require more fees if construction exceed the length of construction previously mentioned.
- 7. The following project expenses will be billed at cost plus 15% administrative fee in addition to the professional fees listed above:
  - Printing, copying, scanning, graphic, photography and reproduction services
  - Delivery, shipping and courier charges
  - Subconsultant fees and expenses
  - Agency fees, permits, plan check and inspection fees
- 8. The reimbursable allowance will only be billed as-needed.
- 9. Payments are due within **30 days** from invoice date.
- 10. The rates shown are subject to periodic increases, including January 1st of each year, in accordance with any increase in the Consumer Price Index or other equal to cost index.

# HOURLY RATES SCHEDULE

Principals	\$230/hr
Director of Design	\$200/hr
Senior Landscape Architects	\$175/hr
Director of GIS	\$165/hr
Landscape Architect	\$160/hr
Plan Check	\$160/hr
Senior Landscape Designer	\$155/hr
Senior GIS Analyst	\$155/hr
Landscape Designer	\$140/hr
GIS Analyst	\$140/hr
Project Designer/CADD Technicians I, II, III	\$110, 120, 130/hr
GIS Technicians I, II, III	\$110, 120, 130/hr
Administration	\$110/hr





# FIXED FEE

## Architecture and Engineering Services for: Gardena Mas Fukai Park Community Center Bldg.

date: Aug. 25, 2022

Construction Cost Estimal TBD

prepared by: BOA Architecture, Edward Lok Ng, Architect

prepared for: Eric Sterling DVD, landscape architect

HRS	UNIT	HR RATE	COST	TOTAL
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### PROJECT PART 1

**PRE-DESIGN**

kick-off meeting to verify scope of work, obtain as-built dwgs.	4 hrs	150	600	
project management, confirm cost/work plan	4 hrs	150	600	
site assessment, as-built measurements & photos	8 hrs	100	800	
CADD	10 hrs	100	1,000	
				3,000

**ARCHITECTURAL SCHEMATIC DESIGN**

preliminary design, floor plan options	30 hrs	150	4,500	
preliminary design, exterior elevation options	20 hrs	150	3,000	
CADD-3D modeling	45 hrs	100	4,500	
3D color renderings	30 hrs	100	3,000	
project management	10 hrs	150	1,500	
construction cost estimate	10 hrs	150	1,500	
meetings and/or coordination with Client	20 hrs	150	3,000	
				21,000

<b>PART 1 TOTAL</b>	<b>24,000</b>
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### PROJECT PART 2

**ENGINEERING and EXPENSES**

structural engineering			22,000	
mechanical engineering			15,000	
plumbing engineering			6,000	
Site electrical engineering			35,000	
Community building electrical engineering			14,000	
Asbestos, lead paint report			5,000	
soils/geotechnical report			0	
expenses for blueprints, photocopies, mailing, misc.			0	
				97,000

**ARCHITECTURAL CONSTRUCTION DOCUMENTS**

CADD-3D modeling of construction document drawings	200 hrs	100	20,000	
refine schematic design	20 hrs	150	3,000	
special construction detailing	10 hrs	150	1,500	
project management	20 hrs	150	3,000	
meetings or coordination with Client	20 hrs	150	3,000	
specifications in CSI format	20 hrs	150	3,000	
construction cost estimate, value engineering	10 hrs	150	1,500	
quality control	20 hrs	150	3,000	
client/bldg dept submittal and corrections to comments	30 hrs	100	3,000	
				41,000



**CONSTRUCTION SUPPORT**

pre-bid meeting	4 hrs	150	600
pre-bid RFI's	10 hrs	150	1,500
pre-construction meeting	4 hrs	150	600
RFI response	44 hrs	150	6,600
CADD-3D modeling of construction document drawings	12 hrs	100	1,200
construction site meeting or coordination	30 hrs	150	4,500

**15,000****PART 2 TOTAL \$153,000****TOTAL \$177,000****NOTES AND RESTRICTIONS**

1. Construction Support is limited to amount of hours indicated.
2. BOA will provide blueprints for Client meeting & submittals to Bldg & Safety Dept..
3. Assumed Owner does have as-built dwgs., land survey,
4. LEED design is NOT included.
5. Design of prefab restroom, shade structures, NOT included.
6. Interior finishes are included, but furniture selections are NOT included.
7. Solar electrical design NOT included.

*Ed C-j-g*  
*EDWARD LOK NG*  
*DATE 8-25-22*





August 26, 2022

David Volz  
David Volz Design, Inc.  
151 Kalmus Drive, Suite M8  
Costa Mesa, CA 92626  
Via email: [dvolz@dvolzdesign.com](mailto:dvolz@dvolzdesign.com)

**SUBJECT: Mas Fukai Park  
Gardena, CA**

Dear David:

DMS Consultants, Inc. is pleased to present this proposal to perform civil engineering services for the subject project.

The scope of work and corresponding fee is listed on the attached Exhibit A. Our lump sum fee for providing these services is \$21,890.00.

We appreciate the opportunity to provide this proposal, if this submittal meets your approval please sign in the space provided below and return one copy to our office.

If you have any questions or concerns regarding this proposal, please contact the undersigned.

Sincerely,  
DMS Consultants, Inc.

A handwritten signature in blue ink, appearing to read "A. Dewan", is written over a horizontal line.

Surender Dewan, P.E.  
President

Approved by:

\_\_\_\_\_  
David Volz  
David Volz Design, Inc.

Date: \_\_\_\_\_

MasFukaiPark.PRO  
Enclosures: Exhibit A





**EXHIBIT A**  
**Mas Fukai Park, Gardena**  
 August 26, 2022

**Scope of Work**

1	Set aerial targets/ photo ID.....	\$1,320.00
2	Aerial survey – subconsultant +10% .....	\$4,950.00
3	Supplemental topographic survey to locate all features .....	\$4,840.00
4	Topographic survey plot .....	\$2,530.00
5	Geotechnical services – subconsultant + 10%.....	\$8,250.00
<b>TOTAL FEE:</b>		<b>\$21,890.00</b>

<b>Resource Requirements</b>	Project Manager \$180	Project Engineer \$125	Design Engineer \$105	Survey Crew \$220	<b>Total</b>
Set aerial targets				6	6
Aerial survey		subconsultant			
Supplemental topographic survey				22	22
Topographic survey plot	1	2	20		23
Geotechnical services		subconsultant			
<b>TOTAL HOURS</b>	<b>1</b>	<b>2</b>	<b>20</b>	<b>28</b>	<b>51</b>





# DESIGN WEST ENGINEERING

Date: August 30, 2022

Company: David Volz Design  
151 Kalmus Drive, M8  
Costa Mesa, CA 92626

Attention: David Volz

Subject: Mas Fukai Park Improvements  
Our Proposal #P-2215526

## PROJECT SCOPE

Provide Construction document design and specifications for Mas Fukai Park Improvements. Proposal will be split between Part 1 and Part 2. See descriptions:

### Part 1 – Predesign, Feasibility and Budget Verification

- Provide preliminary (schematic) site plan consisting of sports area and general security lighting
- Provide preliminary (schematic) building plan for the approximate 5,000 SF community center building
- Review meetings

### Part 2 – Project Design and Construction

- Provide CD's per milestones for the site and new community center
- Relocate existing electrical distribution around park
- New security lighting within park
- New Sports Area Lighting such as basketball and baseball fields
- Reuse existing main electrical service

## SERVICES INCLUDED

- 1) (1) Pre-design site visit as required for verification of existing conditions
- 2) Electrical and Mechanical specifications provided in book format
- 3) Licensed Professional Engineers stamp and signature
- 4) Completion of applicable governing agency comments (plan check comments)
- 5) Review of quantities and scope within construction costs estimates provided by architect
- 6) Engineering calculations required to generate MEP design
- 7) Demolition plans
- 8) Mechanical plan(s) for new community center building including the following:
  - a) Schedule of mechanical equipment
  - b) Energy calculations for the building envelope and mechanical requirements
  - c) Location of new HVAC units and equipment as required



- d) Locations of exhaust fans as required to meet fresh air requirements
  - e) Duct layout and air distribution for all equipment listed above
- 9) Plumbing plan(s) including the following:
- a) Schedule of plumbing fixtures
  - b) Complete plumbing system layout and sizing as required including domestic waste and vent, domestic water (hot and cold)
  - c) Roof drainage sizing and pipe layout for the community center building
  - d) Condensate piping for HVAC units
  - e) Coordination of site utilities with contracted civil engineer
  - f) Coordination of plumbing point of connections for waste and water for the modular restroom building with the civil engineer and modular company. Modular company to provide plumbing design drawings for the interior space
  - g) Building utilities points of connection up to 5 feet outside of building for the community center building
  - h) Plumbing isometrics for plumbing systems
- 10) Electrical site plan including the following:
- a) Site lighting layout, circuiting, and control wiring diagram for general lighting purposes
  - b) Sports area lighting circuiting and controls
  - c) Point by Point of site lighting foot candle levels
  - d) Schedule of lighting fixtures
  - e) Energy code lighting compliance forms
  - f) Coordination with existing electrical service and panelboards
  - g) Distribution and branch panel locations
  - h) Single line diagram
  - i) Load schedules
  - j) Panel schedules
  - k) Voltage drop calculations
- 11) Lighting plan(s) for new community center building including the following:
- a) Schedule of lighting fixtures
  - b) Lighting layout and circuiting
  - c) Energy code lighting compliance forms
  - d) Lighting control wiring diagrams
  - e) Egress lighting layout and circuiting per NEC and local jurisdictions
- 12) Electrical power plan(s) for new community center building including the following:
- a) Coordination with existing electrical service and panelboards
  - b) Distribution and branch panel locations
  - c) Single line diagram
  - d) Load schedules
  - e) Panel schedules
  - f) Convenience receptacle layout and circuiting
  - g) Voltage drop calculations
  - h) Electrical connections to low voltage devices as specified by other system designs
  - i) HVAC and plumbing equipment power connections specified by Mechanical Engineer
- 13) Signal plan(s) including the following:
- a) Coordination with low voltage designer or vendor for pathways, power requirements and device





locations only for telephone, data, security and A/V systems as required

14) Deliverables as follows:

- a) Progress sets at the request of client - .pdf electronic files
- b) For submission/re-submission to Plan Check - .pdf electronic files

15) Bidding support services:

- a) Provide response to RFIs to Architect
- b) Provide clarifications and revisions to drawings and/or specifications when required

16) Construction administration support services:

- a) Provide response to RFIs to Architect
- b) Review and return to the Architect, shop drawings and submittals
- c) (1) Final site visit with "punch list"
- d) Prepare As-Built/record drawings based on contractor notes and redlines

## SERVICES NOT INCLUDED

- 1) CalGreen Commissioning and/or Energy Code acceptance testing services
- 2) Documenting existing Electrical systems beyond major components. Major components consist of Electrical equipment. If accurate As-Built or record drawings are not provided, and additional time is required to verify size and location of lighting and electrical wiring, additional fees will be required.
- 3) Background generation
- 4) Upgrade to existing electrical service or panelboards due to inadequate capacity or condition
- 5) Site improvements
- 6) Project meetings, construction site visits, or recurring coordination meeting conference calls beyond those listed in scope
- 7) Detailed estimate of probable construction cost
- 8) Revisions to our plans after plan check approval due to changes in design, such as floor plan and site plan modifications, or additional scope changes
- 9) Calculation of plan check and/or building permit fees or payment thereof
- 10) Delivery of plans to City or County agencies
- 11) Printing of additional sets of drawings other than listed in scope
- 12) Material and equipment take-offs for bidding
- 13) Construction contract bid negotiation process
- 14) Electrical services for building other than those listed in scope of work
- 15) Preparation of multiple drawings or drawing set for separate construction phasing unless specifically indicated in Project Scope or Services Included
- 16) Sub-contracts with any other consultants such as Structural Engineers, or Architects for out of scope work such as equipment platforms and support or site lighting pole base calculations
- 17) Verifying locations of existing underground utilities which transit the site
- 18) Temporary power design
- 19) Load monitoring of existing electrical systems or circuit tracing of existing circuits and feeders
- 20) Emergency engine generator fuel supply systems remote from the generator; engine exhaust air pollution control/abatement systems and permits (AQMD); engine generator cooling/combustion air supply/return systems
- 21) Public street lighting, traffic control, street improvements and offsite utilities
- 22) Arc flash hazard analysis and protective device coordination study





- 23) Application or documentation for rebate program(s) other than listed in scope
- 24) Low voltage systems design and equipment specifications including the following:
- a) Voice/Data, Network and Intercom systems
  - b) CCTV and Cable television systems
  - c) Building and site Fire alarm system
  - d) Security and Access Control systems
  - e) Audio/Video and Music/paging systems

## DRAWING DESIGN FORMAT

Software used to for construction drawings will be based on the following:

**AutoCad® version 2019 or later**

## PROVIDED BY CLIENT

- 1) Record drawings of existing MEP systems
- 2) Project street address
- 3) Computer drawings files and associated support files as well as drawing format requirements
- 4) Catalog cuts and/or number of specific fixtures and/or equipment requested by your office and/or owner
- 5) Requirements of all equipment specified by your office and/or other consultants to be connected to electrical service
- 6) Format for book form specifications including font type, header and/or footer layout
- 7) Name, address and telephone number of any available project contacts (i.e. additional consultants, plan check, owner's representative)
- 8) Restrictions or requirements to the property put in effect through conditional use permits or other likewise attachments to this property
- 9) 30-Day load recordings for requested electrical panels intended to be reused and 12 months of electric utility bills for verification of existing peak demand on main service
- 10) Billing schedule for invoicing if specific requirements apply.

## FEE – PART I

We propose to provide services as outlined in the proposal for subject project for the sum of **\$13,490.00**.

The breakdown of fees is as follows:

Site Electrical	\$7,570.00
Building Electrical	\$2,490.00
Building Mechanical and Plumbing	<u>\$3,430.00</u>
Total Fee	<b>\$13,490.00</b>





## FEE – PART 2

We propose to provide services as outlined in the proposal for subject project for the sum of **\$50,710.00**.

The breakdown of fees is as follows:

Site Electrical	\$26,670.00
Building Electrical	\$10,520.00
Building Mechanical and Plumbing	<u>\$13,520.00</u>
Total Fee	<b>\$50,710.00</b>

### Additional Line Items not Included in base Scope:

- Photovoltaic Design for Community Building
  - o **\$5,200.00 for Design** \_\_\_\_\_ Initial if Acceptable

## NOTES

- 1) Attendance at design meetings, other than listed above, will be performed for the additional fee of \$900.00 per meeting up to two hours. Meeting time in excess of two hours will be billed at \$170.00 per hour.
- 2) Attendance at site meeting(s), other than listed above, will be performed for the additional fee of \$900.00 per trip for up to two hours. Site meeting time in excess of two hours will be billed at \$170.00 per hour.
- 3) Design West Engineering shall be provided by the client such information as is available to the client and the clients' consultants and contractors and shall be entitled to rely upon the accuracy and completeness thereof.
- 4) Design West Engineering's fees are based on the understanding that the existing utilities and equipment have adequate capacity unless noted otherwise above. Any additional engineering required for upgrade will be provided at our regular hourly rates. Any services required during construction, outside of those listed previously, will be performed at our regular hourly rates.
- 5) If either party to this contract brings action to enforce this contract, the prevailing party shall recover its attorney's fees and cost from the losing party.

## REIMBURSABLE EXPENSES

The following expenses, if incurred and paid by consultant while rendering services under this agreement shall be reimbursed by the client:

- 1) Reproduction expenses over and above standard design development coordination shall be billed at \$6.00 a sheet
- 2) Travel expenses for mileage, which shall be billed at \$.55/mile
- 3) Postage, shipping and handling of any requested expedited delivery
- 4) Outside services or consultants as required and approved in advance
- 5) Other such expenses as may be approved in advance

All reimbursable expenses shall be approved in advance. Payment for reimbursable expenses, as described herein, shall be computed at one and ten hundredths (1.10) times the amounts expended by the consultant for such services, in the interest of the project.







October 20, 2022

Kevin Kwak  
Principal Civil Engineer  
City of Gardena  
1717 W. 162nd Street  
Gardena, CA 90247-3778

**RE: CLARIFICATIONS TO PROPOSAL FOR MAS FUKAI PARK IMPROVEMENTS (JN 820) DATED AUGUST 31, 2022**

Dear Mr. Kwak,

1. DVD will provide CEQA assistance if needed will include background information about construction quantities and materials for the cities preparation of an initial CEQA document.
2. Assumptions note 6 in the fee proposal shall be removed.
3. Assumptions note 10 in the fee proposal shall be removed.
4. DVD will specify and included in the design and construction documents for a new prefabricated restroom at the southeast corner of the park site.
5. The DVD team will provide a limited design specification to have the contractor performance - based design/build solar system.
6. The DVD team will provide a limited design specifications to have the contractor performance - based design/build fire sprinkler system.
7. All items identify in the RFP and Addendum 1 are addressed and included in the base scope of services.

Please do not hesitate to contact with any additional questions.

Very truly yours,

**DAVID VOLZ DESIGN**

A handwritten signature in dark ink, appearing to read "David J. Volz", followed by a period.

David J. Volz, R.L.A. # 2375  
LEED Accredited Professional, QSD/QSP



# ASSUMPTIONS

- 1. This proposal is based upon the descriptions, budgets, and plan included in the RFP. Changes to the scope could require changes to this proposal.
- 2. CEQA assistance services are limited to assisting the city with preparation of a MND.
- 3. Subconsultants services and outside services include a 15% administrative markup.
- 4. Only services specifically noted in the scope of services are included in the fee schedule. Services such as construction survey, utility potholing, etc. are not included.
- 5. See the subconsultant proposals attached for proposed services and additional excluded services.
- 6. The following project expenses will be billed at cost plus 15% administrative fee in addition to the professional fees listed above:
  - Printing, copying, scanning, graphic, photography and reproduction services
  - Delivery, shipping and courier charges
  - Subconsultant fees and expenses
  - Agency fees, permits, plan check and inspection fees
- 7. The reimbursable allowance will only be billed as-needed.
- 8. Payments are due within **30 days** from invoice date.

# HOURLY RATES SCHEDULE

Principals	\$230/hr
Director of Design	\$200/hr
Senior Landscape Architects	\$175/hr
Director of GIS	\$165/hr
Landscape Architect	\$160/hr
Plan Check	\$160/hr
Senior Landscape Designer	\$155/hr
Senior GIS Analyst	\$155/hr
Landscape Designer	\$140/hr
GIS Analyst	\$140/hr
Project Designer/CADD Technicians I, II, III	\$110, 120, 130/hr
GIS Technicians I, II, III	\$110, 120, 130/hr
Administration	\$110/hr






**CERTIFICATE BY SECRETARY**

I DO HEREBY CERTIFY AS FOLLOWS:

That I am the duly elected, qualified and acting Secretary of the above-named corporation, that the foregoing Bylaws were adopted as the Bylaws of said corporation on the date set forth above by the person(s) named in the Articles of Incorporation as the Incorporator(s) of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this

29 day of January, 1999.

  
\_\_\_\_\_  
DAVID VOLZ,  
Secretary





# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 16.D  
Section: DEPARTMENTAL  
ITEMS - PUBLIC WORKS  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: Authorize Payments to Southern California Edison in the amount of \$69,439.10 and AT&T in the amount of \$26,443.23 to Underground the Existing Overhead Utilities for the Gardena Community Aquatic and Senior Center Project, JN 978

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

**Staff Recommendation: Authorize Payment to Utility Companies**

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

The Gardena Community Aquatic and Senior Center Project (Project) site is located at 16004 and 16010 Harvard Blvd. Currently overhead utility lines run north and south across the property, parallel to the rear property line. Southern California Edison (SCE) and AT&T was directed by the City to prepare plans and to remove the existing overhead utility lines and its poles that conflict with the City's proposed Project.

The City's team is currently working towards the final construction document of the overall project by Spring 2023. Concurrently, staff has been working with utility companies to develop engineering plans to underground the existing overhead utilities. There are two (2) existing utility poles to be replaced and relocated and one (1) to be eliminated. Additionally, there are approximately 280 linear feet of utilities lines to be removed and reconstructed underground.

However, the City (customer) is separately responsible for the installation of the underground conduits and utility boxes. Therefore, staff will solicit a separate construction contract bid for the City's scope and seek Council approval in February 2023.

Staff respectfully recommends that the City Council authorize payments to Southern California Edison in the amount of \$69,439.10 and AT&T in the amount of \$26,443.23 to underground the existing overhead utilities for the Gardena Community Aquatic and Senior Center Project, JN 978.

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

FY 2022-2023 Project Budget: \$5,020,000 Bond Proceeds/Measure G, \$8,500,000 Prop 68, and \$1,400,000 Federal Earmark (Total \$14,920,000)

#### **ATTACHMENTS:**

[JN 978 Aquatic & Senior Center\\_SCE Invoice & Plans.pdf](#)

[JN 978 Aquatic & Senior Center\\_AT&T Invoice & Map.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





1700 W 162ND ST  
GARDENA CA 90247

Document #	7590462714
Invoice Term:	90 Days
Customer Name:	GARDENA, CITY OF
Customer Email:	BBOWLING@GARDENABUS.COM
Invoice Date:	10/28/2022
SCE Contact:	Manuel Migueles
Telephone:	
Install - Billing Option:	
District Address:	505 MAPLE AVENUE TORRANCE CA 90503

Description		Amount
Service Request Number	3212907 Project Location: 1654 W 160TH ST GARDENA CA 90247	
Project Description	Invoice # 485622	
Design #: 1465520	Design Description	
Product #: 1930432	RULE 20C - OH REMOVAL	
<b>LABOR:</b> This amount represents the total SCE labor required to complete the work request. In most cases, this labor amount will consist of construction labor and any additional labor required for completing the work request. The construction labor amount will typically consist of installation and service labor required for the work request. The additional labor amount will typically consist of labor for inspection, cable and equipment make-up, dead ending, traffic control, grounding, supervision, and switching. All applicable labor related overheads for items such as the design, engineering, and project management are also included in the total SCE labor amount.		\$7,089.55
<b>MATERIAL:</b> This amount represents the total SCE material required to complete the work request. In most cases, this material amount will consist of construction material and any additional material required for completing the work request. The construction material will typically consist of installation and service material such as transformers, cable, conductor, poles, meters, riser, switches, fusing equipment, handholes, and cross-arms. All applicable material related overheads are also included		\$0.00
<b>OTHER:</b> This amount represents the total SCE other costs required to complete the work request. In most cases, this other amount will consist of all additional requirements needed for completing the work request. This other amount typically consists of items such as Added Facilities one time charges, contractor work, rights check, and permits.		\$2,455.88
<b>TOTAL LABOR, MATERIAL, OTHER:</b>		\$9,545.43
<b>CREDITS:</b> This amount represents the total SCE credits required to complete the work request. In most cases, this credit amount will consist of: Salvage Credit Depreciation Credit JPA Credit Overhead Equivalent Credit		\$(924.44)
<b>TOTAL CREDITS:</b>		\$(924.44)
<b>NET CONSTRUCTION BILLING / RELOCATION ADVANCE:</b>		\$8,620.99
<b>TAX:</b>	1. ITCC on Applicant Furnished	Tax Base (Taxable Amount): \$0.00
		Tax Rate: 0.00%
		Tax Amount: \$0.00
	2. ITCC on Net Construction (Less Non Taxable Amount)	Tax Base (Taxable Amount): \$0.00
		Tax Rate: 0.00%
		Tax Amount: \$0.00
<b>TOTAL TAX:</b>		\$0.00
<b>DEPOSITS:</b>		
Preliminary Design & Engineering Advance		\$0.00
Previous Payment		\$0.00
<b>TOTAL DEPOSITS:</b>		\$0.00
<b>COMMENTS:</b>		
<p>* Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records.</p> <p>* ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT TO CHANGE THEREAFTER.</p> <p>* All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable.</p> <p>* Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope.</p> <p>* By paying this invoice, customer acknowledges and agrees that if this project is canceled by customer for any reason or customer does not proceed with the project completion.</p>		
<b>TOTAL PROJECT INVOICE AMOUNT:</b>		\$ 8,620.99





1700 W 162ND ST  
GARDENA CA 90247

Document #	7590462714
Invoice Term:	90 Days
Customer Name:	GARDENA, CITY OF
Customer Email:	BBOWLING@GARDENABUS.COM
Invoice Date:	10/28/2022
SCE Contact:	Manuel Migueles
Telephone:	
Install - Billing Option:	
District Address:	505 MAPLE AVENUE TORRANCE CA 90503

**COMMENTS CONTINUED:**

- \* Any expense incurred by SCE, including, but not limited to, expenses related to engineering, inspection and construction, prior to the project cancellation or completion will be deducted from any applicable refund due to the customer.
- \* To ensure worker and public safety, please maintain the appropriate clearance distance from utility infrastructure during your construction project to avoid encroachments that may result in serious injury or damage.
- \* If relocation of existing utility infrastructure is pending, please adjust your work around the proposed relocation schedule as appropriate. If you have any questions, please contact the designated SCE representative assigned to your project.

**ADDITIONAL PAYMENT INSTRUCTIONS:**

**If paying by check, please follow instructions on payment stub**

**Instructions for wire or ACH payments:**

JP Morgan Chase Bank  
New York, NY  
ABA#: 021000021 - Acct#: 323-394434  
SCE Taxpayer ID No. 95-1240335  
SCE Contact: Manuel Migueles  
Document #: 7590462714

**\*\*\* Failure to properly identify your document number and SCE contact may  
delay the application of funds and initiation of your project**

**Special Instructions for overnight delivery methods:**

Southern California Edison  
Attn: Accounts Receivable  
8631 Rush Street G-53  
Rosemead, CA 91770

Please detach and return payment stub with payment

**Payment  
Stub**

Please pay total amount now due:

**\$8,620.99**



Document # 7590462714  
GARDENA, CITY OF  
1700 W 162ND ST  
GARDENA CA 90247

Thank you for paying promptly  
Make check payable to Southern California Edison  
ATTN: Accounts Receivable  
PO Box 800  
Rosemead, CA 91771-001





1700 W 162ND ST  
GARDENA CA 90247

Document #	7590462715
Invoice Term:	90 Days
Customer Name:	GARDENA, CITY OF
Customer Email:	BBOWLING@GARDENABUS.COM
Invoice Date:	10/28/2022
SCE Contact:	Manuel Migueles
Telephone:	
Install - Billing Option:	
District Address:	505 MAPLE AVENUE TORRANCE CA 90503

Description		Amount
Service Request Number	3212907 Project Location: 1654 W 160TH ST GARDENA CA 90247	
Project Description	Invoice # 485623	
Design #: 1545274	Design Description	
Product #: 2030934	RULE 20C - UG INSTALL	
<b>LABOR:</b> This amount represents the total SCE labor required to complete the work request. In most cases, this labor amount will consist of construction labor and any additional labor required for completing the work request. The construction labor amount will typically consist of installation and service labor required for the work request. The additional labor amount will typically consist of labor for inspection, cable and equipment make-up, dead ending, traffic control, grounding, supervision, and switching. All applicable labor related overheads for items such as the design, engineering, and project management are also included in the total SCE labor amount.		\$19,860.79
<b>MATERIAL:</b> This amount represents the total SCE material required to complete the work request. In most cases, this material amount will consist of construction material and any additional material required for completing the work request. The construction material will typically consist of installation and service material such as transformers, cable, conductor, poles, meters, riser, switches, fusing equipment, handholes, and cross-arms. All applicable material related overheads are also included		\$22,754.96
<b>OTHER:</b> This amount represents the total SCE other costs required to complete the work request. In most cases, this other amount will consist of all additional requirements needed for completing the work request. This other amount typically consists of items such as Added Facilities one time charges, contractor work, rights check, and permits.		\$2,686.66
<b>TOTAL LABOR, MATERIAL, OTHER:</b>		\$45,302.41
<b>CREDITS:</b> This amount represents the total SCE credits required to complete the work request. In most cases, this credit amount will consist of: Salvage Credit Depreciation Credit JPA Credit Overhead Equivalent Credit		\$0.00
<b>TOTAL CREDITS:</b>		\$0.00
<b>NET CONSTRUCTION BILLING / RELOCATION ADVANCE:</b>		\$45,302.41
<b>TAX:</b>	1. ITCC on Applicant Furnished	Tax Base (Taxable Amount): \$20,372.88
		Tax Rate: 24.00%
		Tax Amount: \$4,889.49
	2. ITCC on Net Construction (Less Non Taxable Amount)	Tax Base (Taxable Amount): \$44,275.87
		Tax Rate: 24.00%
		Tax Amount: \$10,626.21
<b>TOTAL TAX:</b>		\$15,515.70
<b>DEPOSITS:</b>		
Preliminary Design & Engineering Advance		\$0.00
Previous Payment		\$0.00
<b>TOTAL DEPOSITS:</b>		\$0.00
<b>COMMENTS:</b>		
<p>* Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records.</p> <p>* ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT TO CHANGE THEREAFTER.</p> <p>* All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable.</p> <p>* Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope.</p> <p>* Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance</p>		
<b>TOTAL PROJECT INVOICE AMOUNT:</b>		\$ 60,818.11





1700 W 162ND ST  
GARDENA CA 90247

Document #	7590462715
Invoice Term:	90 Days
Customer Name:	GARDENA, CITY OF
Customer Email:	BBOWLING@GARDENABUS.COM
Invoice Date:	10/28/2022
SCE Contact:	Manuel Migueles
Telephone:	
Install - Billing Option:	
District Address:	505 MAPLE AVENUE TORRANCE CA 90503

**COMMENTS CONTINUED:**

- \* Call the Edison company at 1-800-655-4555 to make application for electrical service.
- \* An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection.
- \* By paying this invoice, customer acknowledges and agrees that if this project is canceled by customer for any reason or customer does not proceed with the project completion.
- \* Any expense incurred by SCE, including, but not limited to, expenses related to engineering, inspection and construction, prior to the project cancellation or completion will be deducted from any applicable refund due to the customer.
- \* To ensure worker and public safety, please maintain the appropriate clearance distance from utility infrastructure during your construction project to avoid encroachments that may result in serious injury or damage.
- \* If relocation of existing utility infrastructure is pending, please adjust your work around the proposed relocation schedule as appropriate. If you have any questions, please contact the designated SCE representative assigned to your project.

**ADDITIONAL PAYMENT INSTRUCTIONS:**

**If paying by check, please follow instructions on payment stub**

**Instructions for wire or ACH payments:**

JP Morgan Chase Bank  
New York, NY  
ABA#: 021000021 - Acct#: 323-394434  
SCE Taxpayer ID No. 95-1240335  
SCE Contact: Manuel Migueles  
Document #: 7590462715

**\*\*\* Failure to properly identify your document number and SCE contact may  
delay the application of funds and initiation of your project**

**Special Instructions for overnight delivery methods:**

Southern California Edison  
Attn: Accounts Receivable  
8631 Rush Street G-53  
Rosemead, CA 91770

Please detach and return payment stub with payment

**Payment  
Stub**

Please pay total amount now due:

**\$60,818.11**



Document # 7590462715  
GARDENA, CITY OF  
1700 W 162ND ST  
GARDENA CA 90247

Thank you for paying promptly  
Make check payable to Southern California Edison

ATTN: Accounts Receivable  
PO Box 800  
Rosemead, CA 91771-001

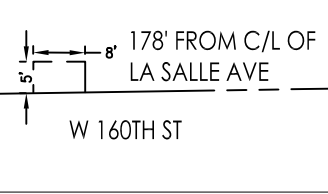


CUSTOMER CONTACT: SCOTT GOBBLE 310-378-4818  
SERVICE PLANNER: MANUEL MIGUELES 310-720-6086  
PRE CONSTRUCTION INSPECTOR: JESSE CARRASCO 310-779-3195

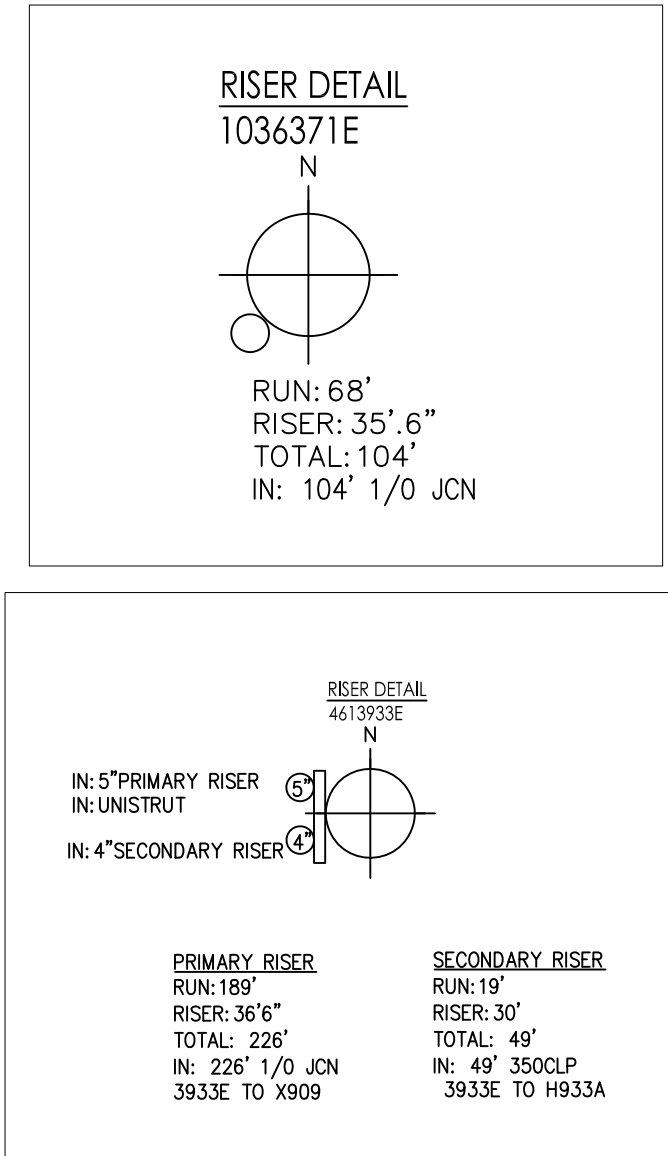
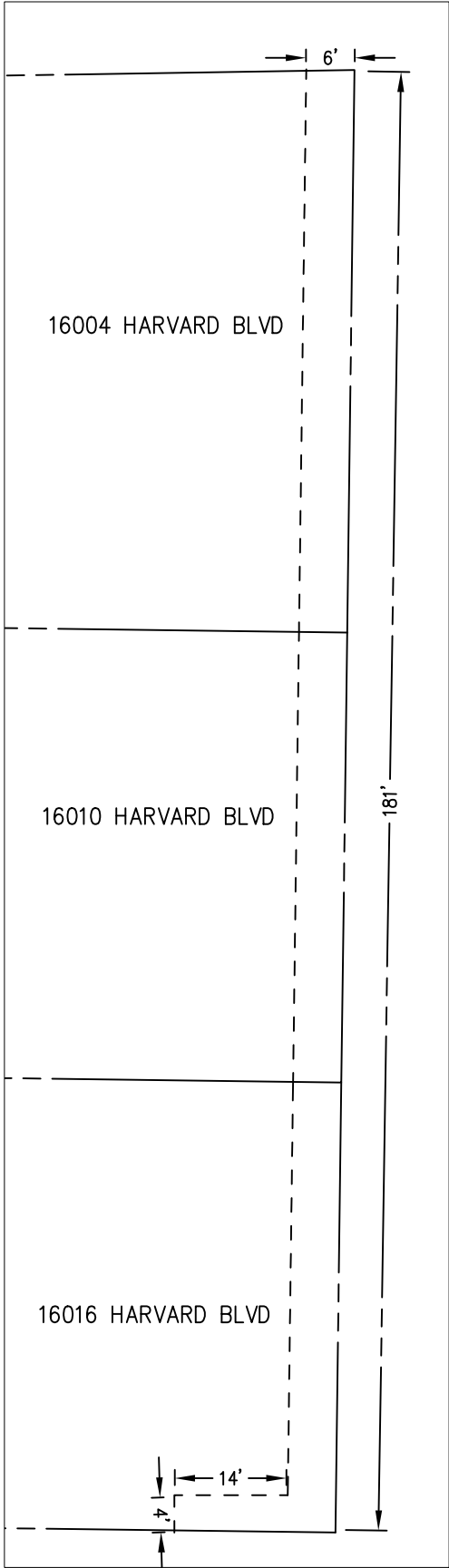
CITY OF GARDENA  
2QS-RULE 20C INSTALL UG  
COPRA 4KV  
MONETA SUB

TD2030934  
RELATED W/O  
TD2035520-PREV MAINT  
TD1930432-OH REMOVAL

EASEMENT DETAIL #2



EASEMENT DETAIL #1



ENVIRONMENTAL WILL BE  
COMPLETED ON TD1930432

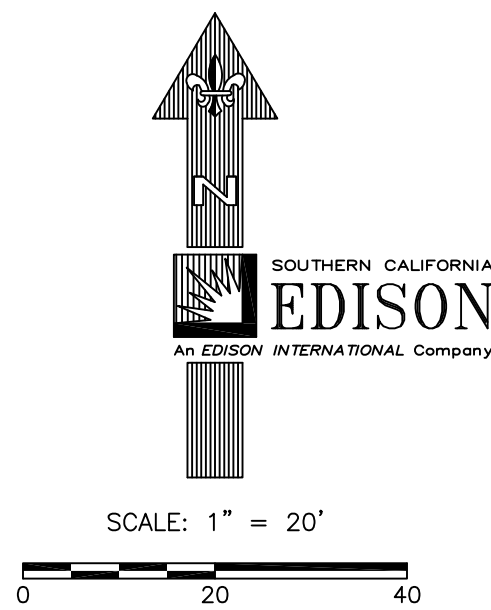
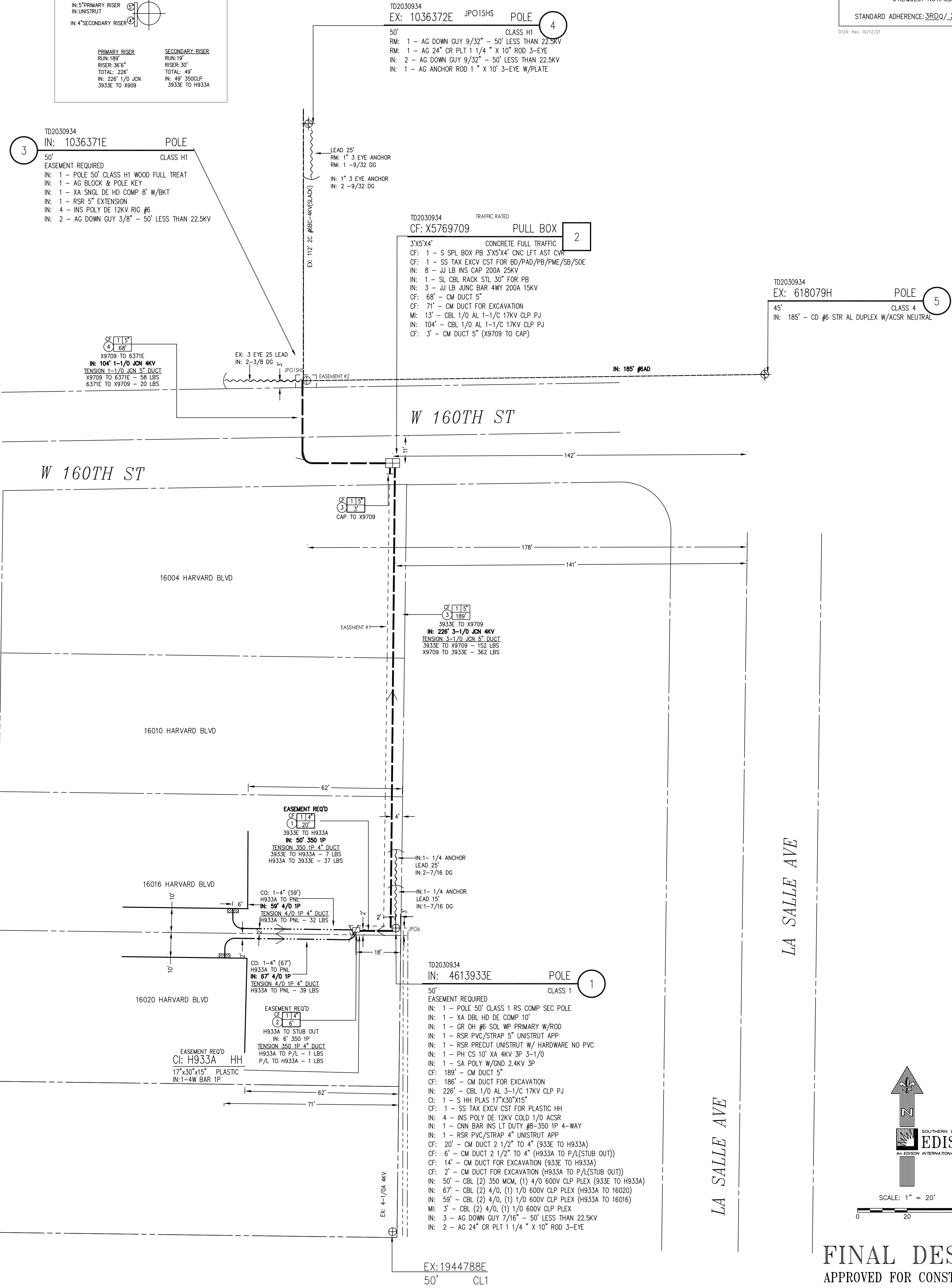
- CREW NOTE:  
STRUCTURE:1036371E
- INSTALL BREAST BLOCK AND KEY
  - TRANSFER SL TO NEW POLE
  - SLACK PRIMARY SPAN FROM 371E TO 372E

STRUCTURE:4613933E  
50' CL1 WOOD POLE EQUIVALENT

PERMIT PULLED ON OH  
REMOVAL TD 1930432

PROJECT REQUIREMENTS (Y/N)	
EDISON EASEMENT REQUIRED	<input checked="" type="checkbox"/>
PWRD 88 REQUIRED	<input checked="" type="checkbox"/>
UG CIVIL ONLY WORK ORDER	<input checked="" type="checkbox"/>
PERMIT REQUIRED	<input checked="" type="checkbox"/>
PERMIT TYPE: ENCROACHMENT	
OUTAGE REQUIRED	<input checked="" type="checkbox"/>
OUTAGE DATE: TBD	TIME: TBD
TRAFFIC CONTROL REQUIRED	<input checked="" type="checkbox"/>
PED. TRAFFIC CONTROL REQ'D	<input checked="" type="checkbox"/>
CONVEYANCE LETTER REQ'D	<input checked="" type="checkbox"/>
ENVIRONMENTAL REQUIREMENTS DOCUMENT (ERD) REQUIRED	<input checked="" type="checkbox"/>
CSD 140 (TLM) REQ'D	<input checked="" type="checkbox"/>
DIG ALERT APP	<input checked="" type="checkbox"/>
VERIFIED ACTIVE AND CONFIRMED USA TICKETS	<input type="checkbox"/>
UTILIQUEST NOTIFIED	<input type="checkbox"/>
STANDARD ADHERENCE: 3RD Q / 2022 Y	

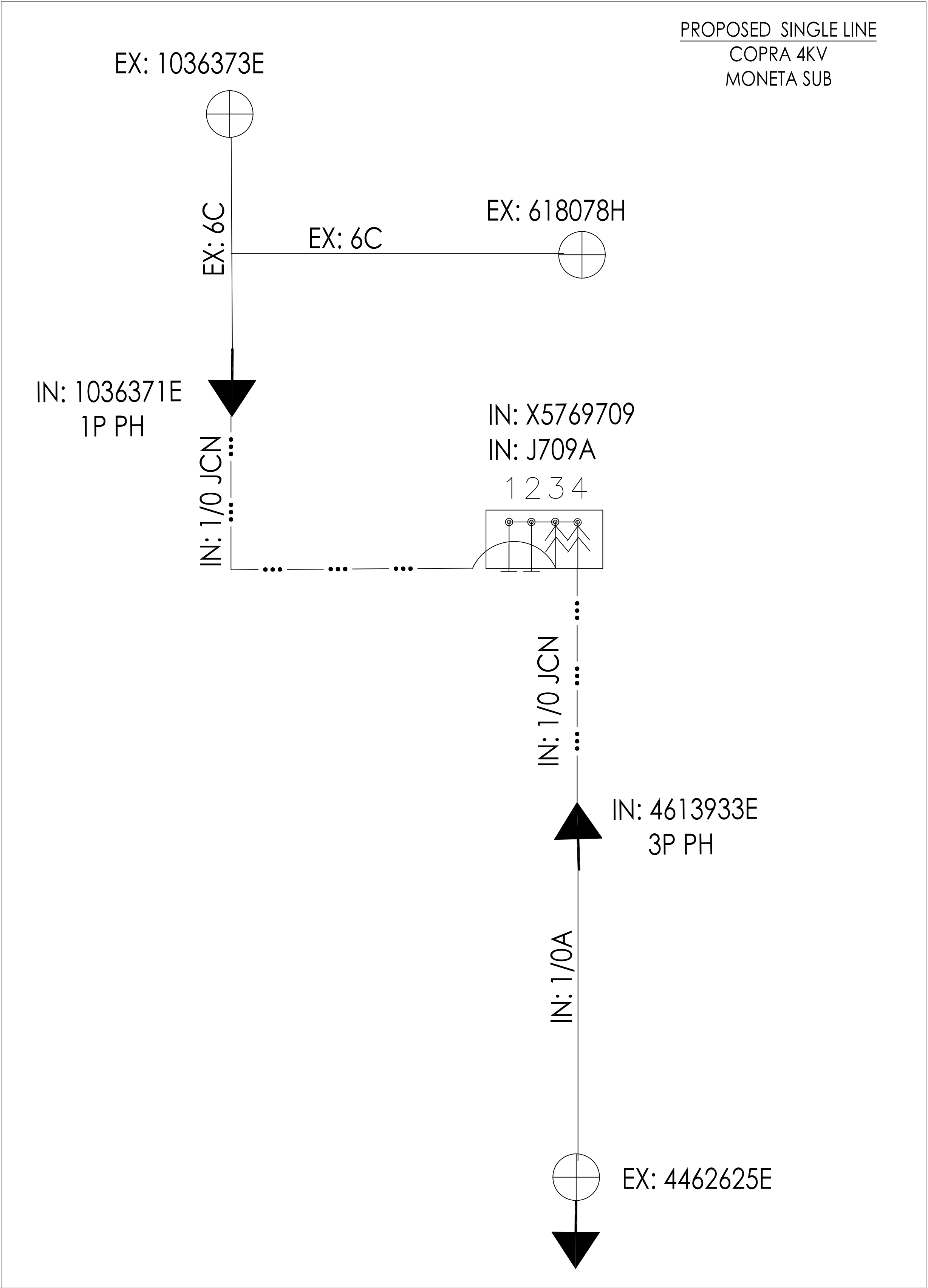
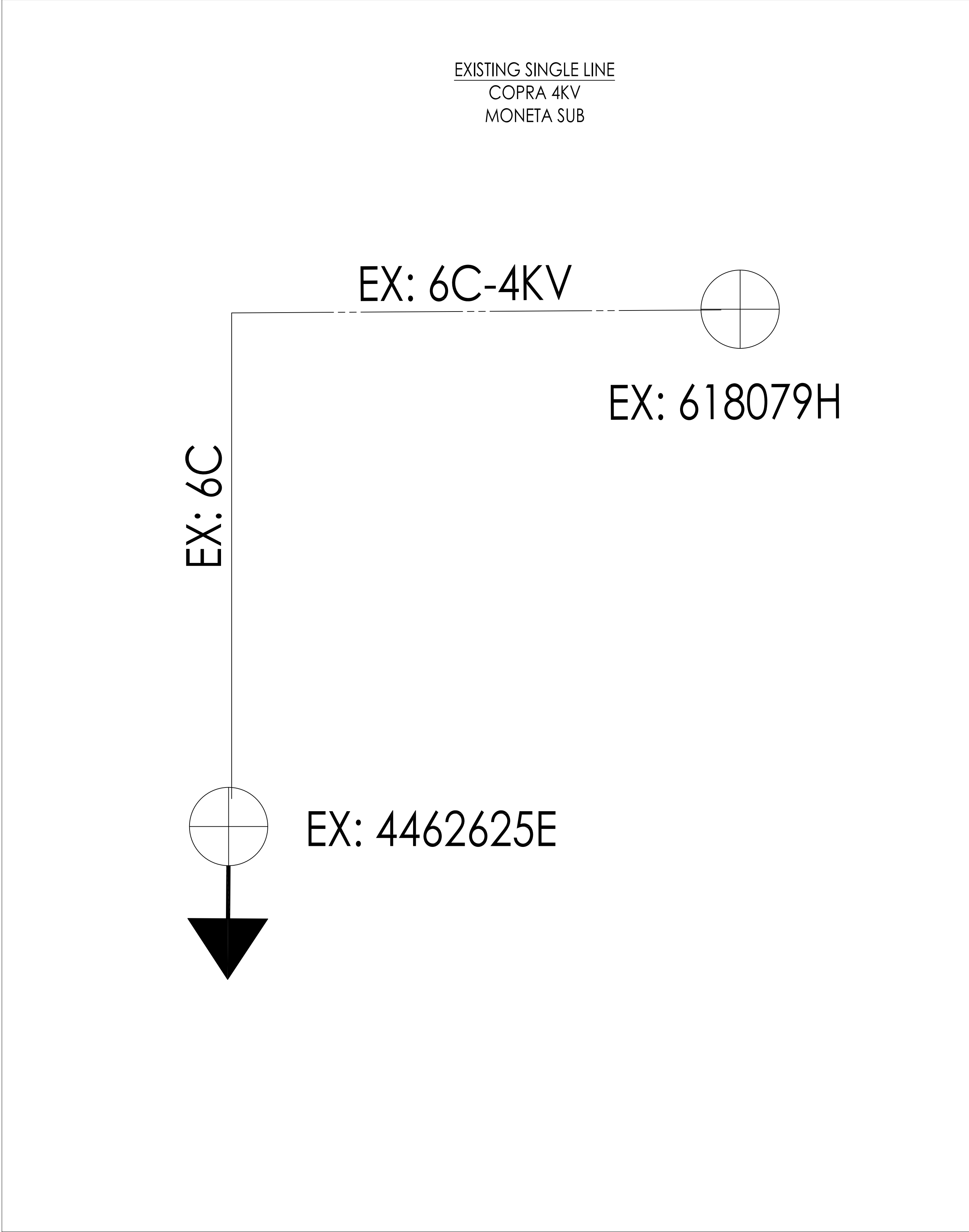
0124- Rev. 10/12/21



FINAL DESIGN  
APPROVED FOR CONSTRUCTION

DISTRICT 44 - SOUTH BAY	PROJ. MGR. MIGUELES, MANUEL PHONE 310-720-6086	PLANNER MIGUELES, MANUEL PHONE 310-720-6086	DESIGNER MIGUELES, MANUEL
PROJECT NO. 2320999 SERVICE REQUEST 13212907	MSR NO. 6PS	PRODUCT-1 2030934-RULE 20C-UG INSTALL	ASSOC DESIGN
CIRCUIT / VOLTAGE COPRA 4KV	CIRCUIT CODE	PRODUCT-2	ASSOC DESIGN
SUB / PG NO. MONETA		PRODUCT-3	ASSOC DESIGN
INVENTORY MAP LT-7950-G	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION)	
		1654 W 160TH ST GARDENA CA 90247	
9/27/2022	ANDREW CORTIZ	MANUEL MIGUELES	C ELLIS
TYPE	DATE	APPROVED BY	CHECKED BY
Southern California Edison Company		SHEET 1 of 3	DESIGN/DWG NO. 1545274_0.01





DISTRICT 44 - SOUTH BAY		PROJ. MGR. MIGUELES, MANUEL PHONE 310-720-6086		PLANNER MIGUELES, MANUEL PHONE 310-720-6086		DESIGNER MIGUELES, MANUEL	
PROJECT NO. SERVICE REQUEST 2320999 3212907		MSR NO.		PRODUCT-1 2030934-RULE 20C-UG INSTALL		ASSOC DESIGN	
CIRCUIT / VOLTAGE COPRA 4KV		GPS		PRODUCT-2		ASSOC DESIGN	
SUB / PS NO. MONETA		CIRCUIT CODE		PRODUCT-3		ASSOC DESIGN	
INVENTORY MAP LT-7950-G		J.P.A. NO.		PROPOSED CONSTRUCTION (LOCATION)			
				1654 W 160TH ST GARDENA CA 90247			
9/27/2022		ANDREW CORTEZ		MANUEL MIGUELES		C ELLIS 33308	
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #	SHEET	DESIGN/DRWG NO.
Southern California Edison Company						2 of 3	1545274_0.01









# Estimate of Cost and Authority for Work Special Construction Charge and Invoice

Customer Request Number : 223608  
Project Number :

Date : 12/01/2022  
Customer ID : 145275

## Billing Information

Billing Party's Name : CITY OF GARDENA  
Phone : (310) 217-9644  
Billing Address : 1717 WEST 162ND STREET  
GARDENA, CA 90247  
Contact Name : SCOTT GOBBLE  
Phone : (310) 378-4818

Work Description & Engineering Remarks : FOR THE COST TO RELOCATE COPPER CABLE UNDERGROUND IN CONDUIT PROVIDED BY THE CUSTOMER. THIS QUOTE INCLUDES THE COST TO REMOVE ONE POLE.

Expenses	Amount
Engineering Labor	\$ 5,785.20
Material Cost	\$ 1,214.42
Construction Labor	\$ 6,194.19
Contractor Cost	\$ 7,792.88
Salvage Credit	\$ 0.00
CIAC	\$ 5,456.54
<b>Total Estimated Costs</b>	<b>\$ 26,443.23</b>
<b>Advanced Payment</b>	<b>\$ 0.00</b>
<b>Total Amount Due</b>	<b>\$ 26,443.23</b>

OSPE Representative: CRAIG CHINEN

Title: OSP DESIGN - AND ASSIGNMENT -  
NETWORK CAPACITY PROVISIONING

Phone #: (310) 408-4518





AT&T CR : 223608

AT&T Project :

**Make check payable to:**

AT&T

**Return signed Application with Payment to:**

AT&T

2700 Watt avenue, Room 3012

Sacramento, CA 95821

Attn: Melinda Deboer

## APPLICATION FOR CUSTOM WORK - ACTUAL COST BASIS

December 1, 2022

CITY OF GARDENA  
1717 WEST 162ND STREET  
GARDENA, CA  
90247  
ATTN: Mr./Ms. SCOTT GOBBLE

### DESCRIPTION OF CUSTOM WORK:

FOR THE COST TO RELOCATE COPPER CABLE UNDERGROUND IN CONDUIT PROVIDED BY THE CUSTOMER.  
THIS QUOTE INCLUDES THE COST TO REMOVE ONE POLE.

### ESTIMATED COST FOR CUSTOM WORK: \$26,443.23

Applicant has asked AT&T to perform the above-described custom work for which Applicant shall pay AT&T the estimated contract price of Twenty-Six Thousand Four Hundred Forty-Three Dollars And Twenty-Three Cents/ \$26,443.23 in advance of the start of any AT&T work.

Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of advance payment and the actual cost will be either paid by Applicant to AT&T or refunded to Applicant by AT&T as the case may be. Applicant understands that this amount is only an estimate of approximate costs, and that the actual cost incurred by AT&T and for which the Applicant is responsible may be different.

Charges are calculated in accordance with AT&T's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and includes allocated costs for labor, engineering, materials, transportation, motor vehicles, and tool and supply expenses and corporate overhead loadings, if applicable, a 26 percent tax component collected for State and Federal Income Tax purposes in accordance with CPUC decision 87-09-026.

**The estimated amount of \$26,443.23 is valid for only sixty (60) days and is therefore subject to change after January 30, 2023 if AT&T has not received an executed copy of the Application and the advance payment by that date.**

**The Advanced Payment Received is \$ 0.00**

**The Total Amount Due is \$ 26,443.23**

If the applicant cancels the work prior to completion, Applicant shall pay AT&T for all costs AT&T has incurred before being notified in writing to cease work.

**ACCEPTED FOR CUSTOMER:**

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ACCEPTED FOR AT&T:**

BY: \_\_\_\_\_

Printed Name: CRAIG CHINEN

Title: OSP DESIGN - AND ASSIGNMENT -  
NETWORK CAPACITY PROVISIONING

Date Signed: \_\_\_\_\_



CITY OF GARDENA AQUATIC & SENIOR CENTER PROJECT

CWO QUOTE WORKSHEET

BILLING INFO:

CITY OF GARDENA

PUBLIC WORKS DEPARTMENT

1717 WEST 162<sup>ND</sup> STREET

GARDENA, CA 90247-3778

CONTACT INFO:

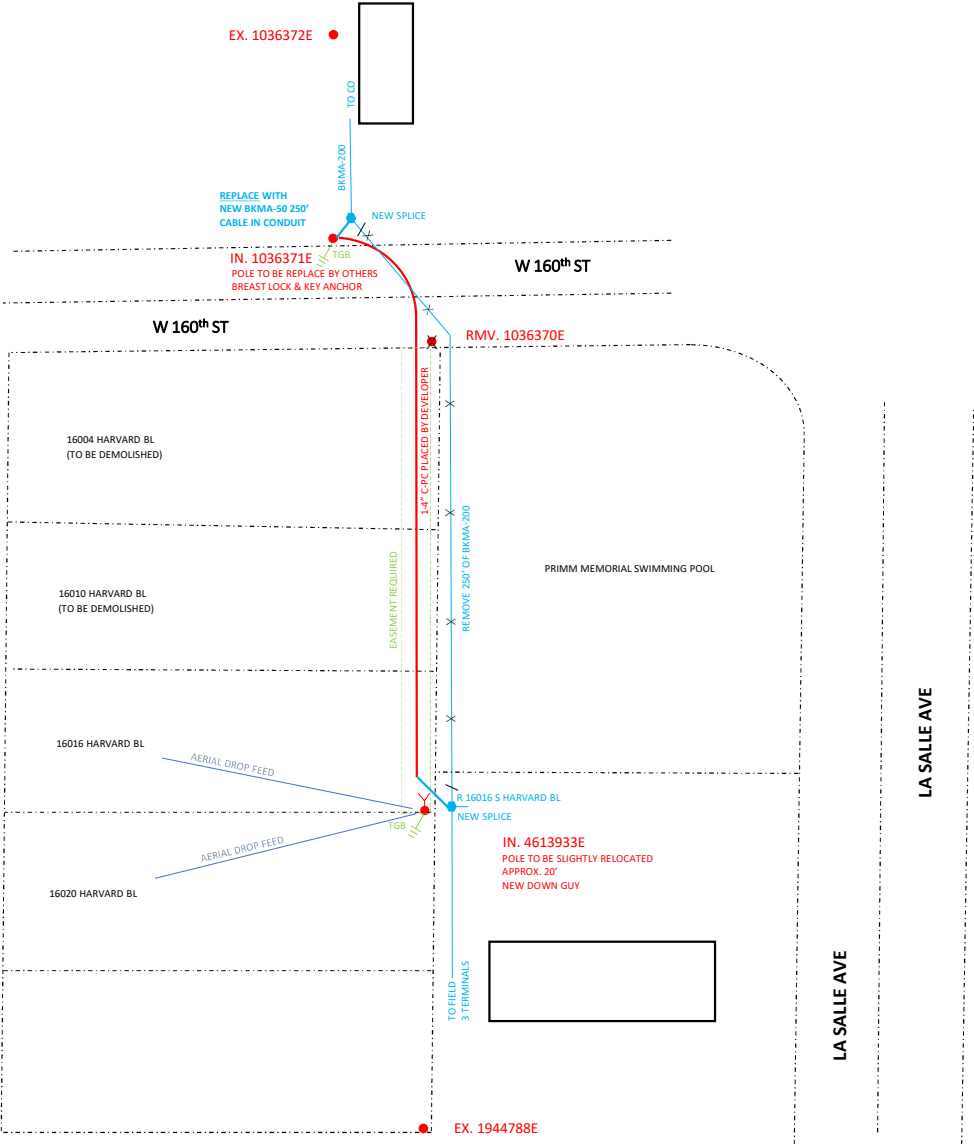
SCOTT GOBBLE

UTILITY CONSULTANT

(310) 378-4818

SCOPE OF WORK:

DOWNSIZE AND REPLACE EXISTING COPPER CABLE IN TO UNDERGROUND CONDUIT TO BE PLACED BY THE CUSTOMER. REMOVE EXISTING POLE. PLACE NEW DOWN GUY ON AN ADJACENT POLE. OBTAIN JPA AND EASEMENT FOR NEW CONDUIT.







# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 16.E  
Section: DEPARTMENTAL  
ITEMS - PUBLIC WORKS  
Meeting Date: December 13,  
2022

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

AGENDA TITLE: Award Construction Contract For Manhattan Beach Blvd. Drought Tolerant Landscape Conversion Maintenance Project To Venco Western Inc. In The Amount Of \$46,279.00; Additionally Declare CEQA Exemption And Approve Project Plans.

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

##### **Staff Recommendation:**

- **Award Construction Project**
- **Approve Project Plans**
- **Declare CEQA Exemption**

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

This project will consist of removal of existing turf (grass), upgrading the irrigation system with a drip system, planting of drought tolerant plants and shrubs, and providing traffic control as required by Watch Book standards. This project comes as a recommendation from West Basin as a way to preserve water by installing drought tolerant plants. West Basin will provide a rebate up to \$30,000. Staff will look to offset the cost by using the Gas Tax fund.

Three (3) formal bids for this project were solicited by email:

1. Venco Western Inc., Oxnard, CA : \$46,279.00
2. Rancho California Landscaping Inc., Gardena, CA : \$97,978.00
3. Mariposa Landscapes Inc., Irwindale, CA: \$212,422.00

Venco Western, Inc., is a state licensed landscape company with verified successful landscaping experience and has done landscaping work for the city in the past.

Staff respectfully recommend that the City Council award the construction contract for Manhattan Beach Blvd. medians drought tolerant landscape conversion maintenance project to Venco Western Inc. of Oxnard Ca., in the amount of \$46,279.00 and additionally;

- a. Approve the project plans.
- b. Declare this project to be categorically exempt under the California Environmental Construction Act, Class I, as rehabilitation of existing facility.

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



Budget Amount: \$46,279.00 Gas Tax

West Basin Rebate: \$30,000.00

Total Cost After Rebate: \$16,279.00

**ATTACHMENTS:**

[Manhattan Beach Blvd. Landscape Proposal.pdf](#)

[Manhattan Beach Blvd Median Gardena.pdf](#)

[CEQA NOE\\_Manhattan Beach Median Landscape.pdf](#)

APPROVED:

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

---

Clint Osorio, City Manager





## Venco Western, Inc.

November 8, 2022

Gabriel Gonzales  
Gardena Public Works Department  
1717 W. 162<sup>nd</sup> St.  
Gardena, CA 90405

Re: **Manhattan Beach Blvd. - Landscape Proposal**

Dear Gabriel,

Thank you for the opportunity to bid the above referenced project located on Manhattan Beach Blvd. per sheet dated 8/1/22. Planting includes shrubs, mulch and amendments.

Grass removal	LS	\$5,295.00
Irrigation	LS	\$17,662.00
Planting	LS	\$18,072.00
Traffic control	LS	\$5,250.00
<b>Total</b>		<b>\$46,279.00</b>

Sincerely,

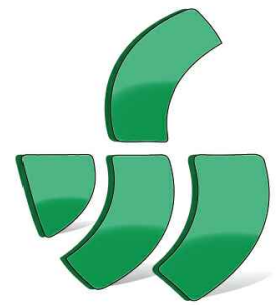
*Julie Bracamontes*

Julie Bracamontes

**Exclusions and Qualifications**

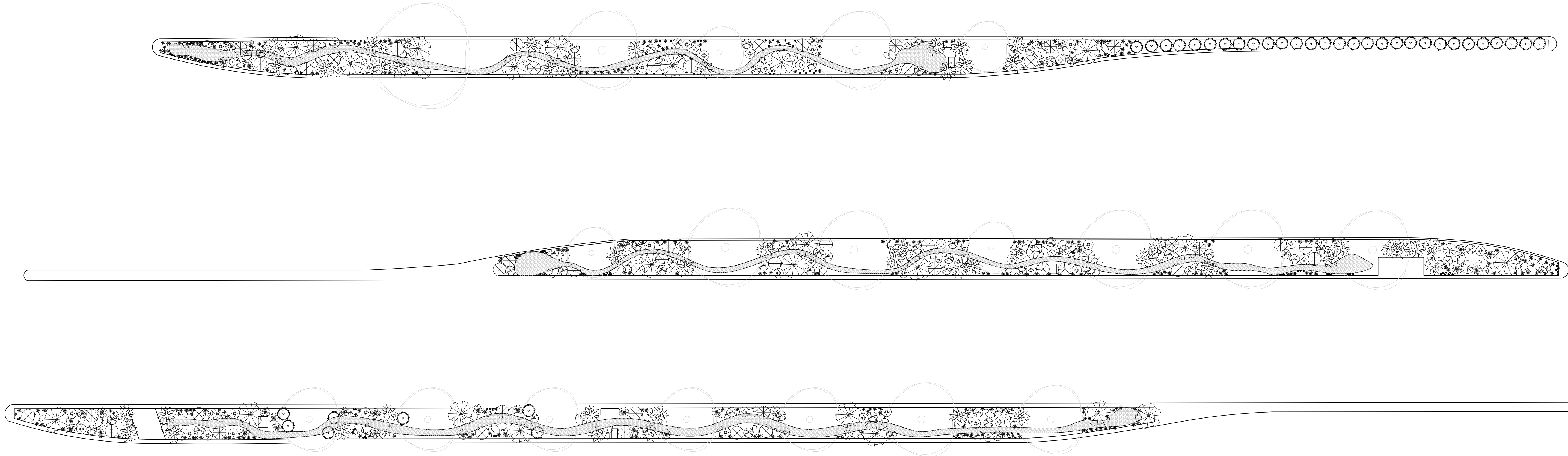
No river rock or bender board.  
No hardscape.  
Site to be received at +/- 1'.  
No import or export.  
Price does not include permits and fees.  
Price does not include 110v electrical.  
Prices based on total package order.  
All sleeving prior to paving and concrete.  
Water meter/POC by others  
Irrigation backflow preventer by others  
No rough grading  
No maintenance  
No cut, patch or boring.  
No tree removal.  
No repair of existing irrigation.  
Soil prep and backfill based on landscape industry standards for normal soil conditions.  
No tree relocation or protection.  
Some plant material not available at time of bid. Substitutes available.  
Excludes erosion control.  
Price does not include drainage.  
We are a non-union company.  
Does not include performance bond. Add 2% if required.  
Excludes jute matting.  
Survey by others.





SWAYZER  
Landscapes

MANHATTAN BEACH BLVD



Landscape Plan  
Scale: 1/16"=1'=0"

Photo Gallery

SHURB									
SYM	QTY	SIZE	BOTANICAL NAME	COMMON NAME	H	W	PLANT FACTOR	BLOOM	NOTE
	177	5GAL	Ophiopogon japonicus	Mondo Grass	12"-15"	2"-15"	LOW	PURPLE	EVER GREEN
	54	5GAL	Dietes x 'Nola Alba' PP	Katrina® African Iris	2'-3'	3'-4'	LOW	WHITE	EVER GREEN
	57	5GAL	Crassula ovata (C. argentea)	Green Jade Plant	3'-6'	2'-3'	LOW	PINK	EVER GREEN
	23	5GAL	Juniperus horizontalis	creeping juniper	3'-5'	3'-8'	LOW		EVER GREEN
	45	5GAL	Acacia cognata 'Cousin Itt' (Mini Cog)	Little River Wattle	2'-3'	4'-6'	LOW		EVER GREEN
	123	5GAL	Acorus gramineus 'Ogon'	Golden Variegated Sweet Flag	1'0"	4"-6"	LOW		SEMI-EVER GREEN
	132	5GAL	Dianella tasmanica	Variegated Flax Lily	42"	12"	LOW	Blue	EVER GREEN
	36	5GAL	Lantana x	New Gold Lantana	1'-2'	2'-4'	LOW	YELLOW	EVER GREEN
	33	5GAL	Salvia leucantha	Santa Barbara Mexican Bush Sage	3'	3'	LOW	PURPLE	EVER GREEN
	65	5GAL	Juncus Patens	California gray bush	1'-3'	3'	LOW	Brown	EVER GREEN



Katrina® African Iris



Green Jade Plant



New Gold Lantana



Golden Variegated Sweet Flag



creeping juniper



Coast Rosmary



Santa Barbara Mexican Bush Sage



Variegated Flax Lily



Little River Wattle



Mondo Grass



California Gray Bush

DATE:08/01/22

DESIGN BY HB





**DEPARTMENT of GENERAL SERVICES**

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

## NOTICE OF EXEMPTION

**Project Title:** Manhattan Beach Blvd Medians Drought Tolerant Landscape Conversion Maintenance Project

**Project Location (Specific):** Normandie Ave. to Vermont Ave.

**Project Location (City):** Gardena **Location (County):** Los Angeles County

**Description of nature, purpose and beneficiaries of project:** Replace the existing street median landscape to drought tolerant plants and shrubs.

**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 miscellaneous maintenance project is repair the existing median landscape to drought tolerant plans and shrubs.

**Contact person:** Kevin Thomas **Telephone:** 310-217-9657

**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 Date  
Environmental Quality Officer

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