

2020

**PROFESSIONAL SERVICES AGREEMENT**

(Engagement: 2020 – 2025 Community Development Block Grant Implementation and Administration Services)

(Parties: City of Bell Gardens and Willdan Engineering)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Bell Gardens, a California municipal corporation (“City”) and Willdan Engineering (“Consultant”).

**2. RECITALS**

**WHEREAS**, City requires consultant services to provide assistance with Community Development Block Grant (CDBG) program implementation and administration for the three-year cycle starting Fiscal Year (FY) 2020 – 2021 with two (2) one-year extensions; and

**WHEREAS**, City staff has determined that Consultant possesses the experience, skills and training necessary to competently provide such services to City; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

“Effective Date”: Date of when Agreement is fully executed by all Parties.

**4. TERM**

This Agreement shall have a term commencing from the Effective Date and continuing for three (3) years (hereinafter, the “Term”). The Agreement may be extended by the City subject to its same terms and conditions for a maximum of two (2) additional one-year extension terms, provided the City issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term. Should the City elect to avail itself of the additional two 1-year extensions, staff shall return to Council for approval of additional funding.

**5. CONSULTANT’S SERVICES**

5.1 Subject to the terms and conditions of this Agreement, Consultant agrees to provide the services and tasks described in that certain Request for Proposals of City entitled “Request for Proposals for 2020 – 2025 CDBG Administration” issued April 28, 2020, (hereinafter, “City RFP”) and the written proposal of Consultant entitled “Proposal

for the City of Bell Gardens Proposal for Administration Services” (hereinafter, the “Consultant Proposal”) dated May 21, 2020. The City RFP and the Consultant Proposal are attached and incorporated hereto as **Exhibit “A” and “B,”** respectively. The term “Scope of Services” shall be a collective reference to the City RFP and the Consultant Proposal. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled City RFP and the provisions of the document entitled Consultant Proposal, the requirements of the document entitled City RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

5.3 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall identify a project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

## **6. COMPENSATION**

Consultant shall perform the Work in accordance with the Cost Estimate (hereinafter, the “Compensation Rate”) which attached and incorporated hereto under **Exhibit “B”**. The foregoing notwithstanding, Consultant’s total compensation for the performance of all Work contemplated under this Agreement for the three (3) year term, will not exceed the total budgeted aggregate sum of Two-Hundred-Forty-Five Thousand Four-Hundred-Fifty-Two Dollars (\$ 245,452) (hereinafter, the “Not-to-Exceed Sum”) during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event Consultant’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, City may suspend Consultant’s performance pending City approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other City approved amendment to the compensation terms of this Agreement.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City.

## **8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its

officers, employees or 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 represent that it is, or that any of its agents or employees are, in any manner employees of City. Consultant is not, nor shall become, by virtue of performance of the professional services provided under this Agreement, entitled to any City employee benefits, including but not limited to health insurance, dental insurance, vacation pay, retirement pension, unemployment insurance or workers' compensation insurance.

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

## **10. INDEMNIFICATION**

10.1 The parties agree that City and City's elected and appointed officials, its officers, agents, employees and volunteers should (hereinafter, "the City Indemnitees") to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement, subject to the application of paragraph 10.8. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

10.2 Subject to the application of paragraph 10.8, to the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

10.4 The obligations of Consultant under this Section 10 shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

10.7 Consultant shall be responsible for performing the work under this agreement in a professional manner and shall be responsible for the acts of its employees as it relates to this agreement.

10.8 Notwithstanding any provision contained herein to the contrary, liability of Consultant to City with regard to all work and services performed or provided by Consultant for City under this Agreement, including but not limited to any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement, shall be limited to the total fee actually paid by City to Consultant under the applicable Scope of Work. Under no circumstances shall Consultant have any liability to City in excess of the amount of such fees or compensation. City acknowledges and agrees that but for the above limitation of liability, Consultant would not be able to provide the services for City under this Agreement for the prices applicable to the Agreement, and that this limitation of liability is reasonable.

## **11. INSURANCE**

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California.

11.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

11.9 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

11.10 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to

indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

City shall provide Consultant with complete access to information for the proper performance of Consultant's services under this Agreement.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third (3<sup>rd</sup>) business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Bell Gardens  
7100 S. Garfield Ave.  
Bell Gardens, California 90201

If to Consultant:

Willdan Engineering  
13191 Crossroads Pkwy. N., Ste. 405  
Industry, California 91746-3443

With a courtesy copy to:

Rick Olivarez,  
Olivarez Madruga Lemieux O'Neill, LLP  
500 S. Grand Ave. Floor 12  
Los Angeles, CA 90071  
Telephone: (213)744-0099  
Facsimile: (213)744-0093

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Sections 9 and 10 and Section 12, of this Agreement shall survive the expiration or termination of this Agreement.

## **17. TERMINATION**

17.1. City shall have the right to terminate this Agreement for any reason on two (2) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event, shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

## **18. GENERAL PROVISIONS**

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action subject to the limitations contained in Section 10. The venue for any litigation shall be Los Angeles County, California.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.



**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
**City of Bell Gardens**

**“Consultant”**  
**Willdan Engineering**

By: \_\_\_\_\_  
Michael B. O’Kelly, City Manager

By: \_\_\_\_\_

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

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

Approved as to form:

By: \_\_\_\_\_  
Rick Olivarez, City Attorney

**EXHIBIT “A”**

**CITY RFP**



# REQUEST FOR PROPOSALS

**2020-2025 CDBG Administration**

**RFP Release Date**

**April 28, 2020**

**Proposal Submittal Deadline**

**May 21, 2020**

**Contact Person:**

**Gustavo Romo, Community Development Director**

**City of Bell Gardens**

**7100 Garfield Avenue**

**Bell Gardens, CA 90201**

**(562) 806-7721**

**[gromo@bellgardens.org](mailto:gromo@bellgardens.org)**

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## **INTRODUCTION**

The City of Bell Gardens Community Development Department ("City") is seeking qualified individuals/firms with proven expertise to submit a proposal to perform Implementation and Administration services for the City's Community Development Block Grant Program with four possible one-year extensions (for a total of five years).

It is the intent of the City of Bell Gardens to select a single firm to accomplish and/or supply all services outlined in this Request for Proposal (RFP).

## SUBMITTAL PROCEDURES/DEADLINE

*Four copies of your response, two (2) bound, one (1) unbound and (1) electronic version (CD-ROM, or USB flash drive duplicate of copies), shall be submitted no later than 5:00 p.m. on Thursday, May 21, 2020 to the City Clerk's Office.* Postmarks by this date are not acceptable and facsimiles will not be accepted. Please mail or deliver your response in a sealed envelope with "CDBG Admin RFP Response" written below the address label and addressed as follows:

City Clerk's Office  
Attention: Ms. Jane Halstead, City Clerk  
CDBG Admin RFP Response  
City of Bell Gardens  
7100 Garfield Avenue  
Bell Gardens, CA 90201

In order to ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this RFP shall be addressed in writing to Gustavo Romo, Community Development Director, at [gromo@bellgardens.org](mailto:gromo@bellgardens.org). The deadline for written questions and inquiries is May 11, 2020. Although currently closed for walk-in service due to the COVID-19 pandemic, City Hall is open via telephone and email Monday through Thursday from 7:30 AM to 6:00 PM.

The tentative schedule for this Request for Proposals is as follows:

Release of RFP to Vendors	Tuesday, April 28, 2020
Deadline for Questions and Inquiries	Monday, May 11, 2020 by 5:00 PM
Proposal Submission Deadline	Thursday, May 21, 2020 by 5:00 PM
Interviews for Qualified Firms	Week of May 25, 2020
Contract Evaluations/Negotiations	Week of June 1, 2020
City Council Meeting for Approval	Monday, June 22, 2020
Earliest Award of Any One Contract	Tuesday, June 30, 2020

## DEFINITIONS, TERMS AND CONDITIONS

**Definitions:** In order to simplify and clarify the language throughout this Request for Proposals, the following definitions shall apply:

**CITY:** The City of Bell Gardens, CA.

**CITY COUNCIL:** The elected officials of the City of Bell Gardens, who have been given the authority to exercise such powers and jurisdiction on all City business as conferred by the State Constitution and Laws.

**CONTRACT:** An agreement between the City and the selected firm to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity and/or service specified.

**RFP:** Request for Proposal.

**FIRM/CONSULTANT:** Organization offering a proposal in response to this RFP.

### **Proposal Terms and Conditions:**

#### **Electronic Documents**

Consultants may be supplied with the original RFP documents in electronic form to aid in the preparation of proposal(s). By accepting these electronic documents, each Consultant agrees not to edit or change the language or format of these documents. Submission of a proposal by Consultants signifies full agreement with this requirement.

#### **Receipt of Proposals**

Submitted proposal(s) must be properly addressed and received by the City prior to the date and time specified. The mere fact that the proposal was dispatched will not be considered; the Consultant must insure that the proposal is actually delivered.

Proposals received after the date and time specified shall be returned and will be considered void and unacceptable. The City is not responsible for the lateness of the mail carrier, etc.; and the time/date stamp of receipt by the City Clerk's Office shall be the official time of receipt.

#### **Alterations**

Proposals documents cannot be physically altered or amended after the closing date. Alterations made before closing must be initialed by the Consultant to guarantee authenticity. Proposals may not be withdrawn after the proposal closing date and each Consultant agrees to this stipulation upon submittal of its proposal. However, all proposals are subject to negotiation before a contract is awarded as further described below.

#### **Questions and Inquiries**

In order to ensure a fair and objective RFP process and evaluation, all questions and

inquiries related to this RFP shall be addressed in writing to Gustavo Romo, Community Development Director. The deadline for written questions and inquiries is Monday, May 11, 2020. Although currently closed for walk-in service due to the COVID-19 pandemic, City Hall is open via telephone and email Monday through Thursday from 7:30 AM to 6:00 PM.

### **Communication**

The City shall not be responsible for any verbal communication between any employee of the City and any proposing firm. Only written requirements and qualifications will be considered.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City Manager.

### **Reservations**

The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City.

### **Reimbursements**

All costs incurred in the preparation of a proposal, the submission of additional information, and/or any other aspect of preparing a proposal will be borne by the Consultant.

### **Certification**

Any proposal which does not contain all of the information requested in this RFP will be considered incomplete and may be rejected by the City.

### **Funding**

The City operates and is funded on a fiscal year basis. Accordingly, the City reserves the right to terminate, without any liability, any contract for which funding is not available.

### **Negotiations**

Negotiations may be conducted with responsible firms who submit proposals that are reasonably susceptible of being selected. All firm(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview. Although this process will ultimately result in the award of a single contract, the City reserves the right to negotiate a contract with more than one firm.

### **Additional Information**

During the proposal evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers. The City also reserves the right to investigate the qualifications of the firm(s) as it deems appropriate.

### **RFP**

Proposers should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual documents that may arise from this RFP. In the case of a discrepancy between the RFP and the firm's proposal, the contract will supersede.



All data, documents and other products used during the life of the project shall remain in the public domain upon the project's completion. Similarly, all responses to this RFP shall become the property of the City and will be retained or disposed of in the City's discretion.

**Award of the Contract**

Award of the contract will be by the City Council at a public meeting.

## GENERAL INFORMATION

The City of Bell Gardens is located within Los Angeles County and is a General Law City governed by an elected five-member City Council that appoints the City Manager.

The City participates in the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program through the County of Los Angeles Community Development Authority (LACDA). Under the Urban County Program, the City would have approximately \$636,638 in funding for eligible activities at the beginning of the 2020-2021 CDBG Program Year plus an additional \$12,290 of unallocated prior year's CDBG funds for a total of \$648,928. In addition, the City will have supplemental CDBG funds of approximately \$374,513 from the Coronavirus Aid, Relief and Economic Security (CARES) Act. Furthermore, approximately \$690,542 in CDBG funds are currently allocated to an on-going project for future use in conjunction with the Section 108 Loan Guarantee Program.

The City is seeking the services of an experienced professional consulting firm to provide assistance with CDBG program implementation and administration for the FY 2020-2021 with four possible one-year extensions (for a total of five years). The assistance to be provided by the consultant is necessary to ensure the City's proper and timely expenditure of program funds and compliance with other regulatory program requirements.

CDBG monies will be utilized to fund the services of the selected firm and the expenditure of such funds shall adhere to all applicable Federal, State, County/CDA, and local regulations.

## SCOPE OF SERVICES

The contracted individual or firm shall provide staffing and other resources as required to assist the City with the preparation of a Section 108 Loan Guarantee Application for the John Anson Ford Park Aquatics Center to complete the following for all approved City CDBG projects:

1. Meet with City representatives to provide status updates on all CDBG projects and issues requiring immediate attention.
2. Prepare and submit to City a quarterly status report of all CDBG projects.
3. Develop time lines for each approved CDBG project, establishing key dates for review, and accomplishment and progress monitoring.
4. Review and maintain files for all CDBG projects.
5. Develop and maintain financial spreadsheets for all CDBG projects, to include eligible reimbursements, amounts expended, reimbursements received, and balances available.
6. Monitor and maintain all financial records relevant to CDBG funded projects and reconcile any records discrepancies.
7. Review monthly reimbursement requisitions to the Community Development Authority prepared by Finance Department for all CDBG projects.
8. Gather and maintain information required for and prepare and submit all required Grantee Performance reports.
9. Perform CDBG project oversight monitoring, to include on-going monitoring and closeout review for all CDBG funded projects.
10. Establish and maintain all operating assignments with CDBG sub-recipients.
11. Conduct Davis-Bacon monitoring and contract compliance for all CDBG funded construction projects.
12. Conduct Section 3 monitoring and compliance for all CDBG funded projects.
13. Prepare all CDBG related submissions, as required by the Department of Housing and Urban Development (HUD) and the County of Los Angeles Community Development Authority (LACDA) (ex. Contract/Subcontract Activity Report, Labor

Standards Report, etc.)

14. Perform liaison functions between the City and the County of Los Angeles Community Development Authority.
15. Prepare all CDBG related documents, including reports, contracts, agreements, and amendments.
16. Develop, prepare, and submit project amendments, as required, for all CDBG funded projects.
17. Advise City and ensure proper implementation of all CDBG program changes.
18. Prepare and submit a Planning Summary and all necessary documentation for the upcoming CDBG program year.
19. Conform to the mandatory regulatory provisions of the Urban County CDBG Program.
20. Be available at City Hall as necessary to complete all work items.
21. Complete Labor Compliance for individual projects as requested.
22. Assist City with the preparation of a Section 108 Loan Guarantee Application for the John Anson Ford Park Aquatics Center, if necessary.
23. All other CDBG-related work as directed by City's Community Development Director. All work items will be carried out in conjunction with City staff direction, input, and review.

# PROPOSAL FORMAT AND CONTENT REQUIREMENTS

## Requirements

The following instructions describe the form in which proposals must be submitted.

Responses to the following items will be used for proposal evaluation. Proposals which do not contain responses to each of the requirement items will be considered incomplete and may be rejected.

Proposal documents should provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude a firm from furnishing additional reports, functions, and costs as deemed appropriate.

Four copies of your response, two (2) bound, one (1) unbound and (1) electronic version (CD-ROM or USB flash drive) must be submitted no later than 5:00 p.m. on Thursday, May 21, 2020 to the City Clerk's Office. In addition, the electronic version of the proposal must be included in Adobe Acrobat format written to a single CD-ROM. The electronic version of the proposal must be an exact duplicate of the hard copies. If the proposal includes any comments over and above the specific information requested in this RFP, such information should be included as a separate appendix and placed at the end of the proposal.

The proposal must contain the following five (5) elements describing how the Consultant will perform the assignment:

### 1. Technical

Technical Proposals will contain, at a minimum: a) an executive summary b) a description of the approach to be taken in addressing the scope of work, c) a listing of the specific tasks required to properly perform the services, and d) a timeline from inception to completion.

### 2. Management and Staffing

Describe the management and staffing configuration to be utilized to complete the scope of work. Resumes of all proposed personnel must be included. The proposal must indicate who will have primary responsibility for this project.

### 3. Prior Related Firm Experience

Firms or individuals must demonstrate competence and capability to satisfactorily perform the scope of work. A description of the Firm's related work experiences should be included.

A list of at least three (3) recent references, including local government agencies where a similar service is or has been provided and any private clients, including names and telephone numbers of the firm and the key managers and professionals assigned to the project.

#### 4. Cost and Pricing

Proposals shall include staff hourly rates, plus overhead, travel and any additional project costs proposed. Prices quoted must remain firm for the first year of the contract. Cost proposals must be submitted with the proposal and all items must be itemized in detail. The total project cost shall be expressed as a **“Not to Exceed”** amount for items 1-21 under the “Scope of Services” section.

In addition, an hourly fee schedule shall be submitted with the proposal. In the event that the scope of work is substantially modified, the extra cost or credit shall be negotiated based on the submitted hourly rates.

Section 108 Loan identified as item number 22 under the “Scope of Services” section, will be an additional service the City will be considering and a separate project cost should be submitted.

#### 5. Additions or Exceptions

A single and separate section with the heading “ADDITIONS OR EXCEPTIONS TO THE CITY’S REQUEST FOR PROPOSAL” containing a complete and detailed description of all of the consultant’s exceptions to the provisions and conditions of the attached City contract.

## EVALUATION CRITERIA

The award of this agreement will be made to the most qualified firm/individual whose proposal complies with the prescribed requirements. The City reserves the right to reject any and all proposals, and to waive any technical errors, irregularities, or discrepancies, if to do so is deemed to serve the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the firm/individual(s) to whom it is proposed to make such award.

Proposals will be reviewed and evaluated by Community Development Director and City staff, and ranked based on the following considerations:

- Technical approach to scope of work
- Experience of proposed personnel and the firm in providing CDBG program administration services
- Minority Ownership/Employment as defined by the County of Los Angeles Community Development Authority and HUD
- Cost and pricing and City's agreement with the consultant's proposed revisions to the City contract

In the event that further clarifications or negotiations are required, on-site interviews may be conducted. Participation in these interviews will be at the expense of the individual firms. The Selection Panel will be made up of staff members or representatives from the City. Recommendations will be forwarded to the City Council for final selection and award.

Proposals failing to provide sufficient information and assurances of performance to adequately assess each category of the required services and/or failing to comply with the requirements and conditions of this RFP may not be given further consideration.

Each proposal will be considered along with those of other responding firms, with respect to ability to perform effectively and efficiently those tasks outlined above.

Close coordination with the City is required to assure that all requirements will be met. The City reserves the right to withdraw this RFP at any time without any prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s).

# **SAMPLE CONTRACT SERVICES AGREEMENT**

## **CITY OF BELL GARDENS**

### **CONTRACT SERVICES AGREEMENT FOR**

#### **[REPLACE THIS LINE WITH DESCRIPTION OF SERVICES]**

This Contract Services Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Bell Gardens, a municipal corporation ("City"), and \_\_\_\_\_ ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

#### **1.0 SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant,



incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

## **2.0 COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

### **3.0 PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than \_\_\_\_\_.

### **4.0 COORDINATION OF WORK**

4.1 Representative of Consultant. \_\_\_\_\_ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 **Contract Officer.** The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 **Prohibition Against Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

## **5.0 INSURANCE AND INDEMNIFICATION**

5.1 **Insurance.** Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$5,000,000 per occurrence for all covered losses and no less than \$5,000,000 general aggregate.

(b) **Workers' Compensation Insurance.** A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) **Automotive Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of \_\_\_\_\_ insurance in an amount not less than \$\_\_\_\_\_ per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

## 5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees),

where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## **6.0 RECORDS AND REPORTS**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of five (5) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## **7.0 ENFORCEMENT OF AGREEMENT**

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without

liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

## **8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

## **9.0 MISCELLANEOUS PROVISIONS**

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Bell Gardens, 7100 Garfield Avenue, Bell Gardens, California 90201, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is

formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

**CITY:**  
CITY                      OF                      BELL                      GARDENS,  
a municipal corporation

\_\_\_\_\_  
Alejandra Cortez, Mayor

ATTEST:

\_\_\_\_\_  
Jane Halstead, City Clerk

APPROVED AS TO FORM:  
Olivarez Madruga Lemieux O’Neill, LLP

\_\_\_\_\_  
Rick Olivarez, City Attorney

**[NOTE TO STAFF: TWO signatures are required if the Consultant is a corporation, company or partnership. Delete this note in preparing your agreement.]**

**CONSULTANT:**  
[insert                      company                      name                      here]  
a [California corporation]

By: \_\_\_\_\_  
Name:     [insert name here]  
Title:     [insert title]

By: \_\_\_\_\_  
Name:     [insert name here]  
Title:     [insert title]

Address: [insert address]  
           [insert address]  
           [insert address]  
           [insert address]





EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

SPECIAL REQUIREMENTS

EXHIBIT "C"

SCHEDULE OF COMPENSATION

[INSERT CONSULTANT NAME]

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[

Exhibit "A"

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**EXHIBIT “B”**  
**CONSULTANT PROPOSAL**

# City of Bell Gardens

Proposal

## Administration Services

May 21, 2020



May 21, 2020

City Clerk's Office  
Attention: Ms. Jane Halstead, City Clerk  
CDBG Admin RFP Response  
City of Bell Gardens  
7100 Garfield Avenue  
Bell Gardens, CA 90201

**Subject: Proposal to Provide CDBG Administration Services 2020-2025**

Willdan is pleased to present the following submission to the City of Bell Gardens ("City") to perform consultant services for the City's Community Development Block Grant Program. It is our understanding that the City of Bell Gardens is seeking the services of a professional consulting firm to assist the City with the implementation and administration of the City's Community Development Block Grant ("CDBG") Program and to implement grant funded applications.

Willdan has kept meticulous files consistent with HUD stated performance levels. This is due largely to the work of **Timothy C. Colón** who would provide the City with the high-level program administration services required.

We are confident that our team can successfully provide the full range of services being requested by the City and in a manner fully consistent with the City's requirements. Our proposal demonstrates the advantages Willdan personnel will bring to this assignment and how the City can benefit from having us as an integral part of its team. We believe that our team is uniquely well qualified to provide these professional services to the City for the following reasons:



**Extensive Grant Management and Administration Experience** — Willdan provides assistance with the overall management of grants including Federally-funded programs. Our employees understand the grant cycle from the proposal stage to the grant/contract close-out process. Willdan has administered all aspects of the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) programs for municipalities and is operating CDBG- and HOME-funded residential and/or commercial rehabilitation programs in a number of cities. We have oriented our practice to support the agency's grant compliance, budget targets and performance priorities consistent with HUD, OMB Circulars, and State and local requirements.



**Strong Project Management Team** — **Mr. Sal Lopez Jr.**, will act as the primary contact for the City. He has more than 21 years of professional planning experience that has involved public and private sector employment. His experience spans all aspects of planning, including housing and community development, current, advance, and environmental planning, as well as active transportation planning. He is highly experienced at managing multi-disciplinary teams in the development of policy and long-range planning documents for public agencies. Mr. Lopez can be contacted by phone at 562-364-7600 or by email at [slopez@willdan.com](mailto:slopez@willdan.com). Rounding out our Project Management Team, is **Mr. Timothy Colón**. Mr. Colón has 20 years' experience in reviewing and aligning program policies with HUD regulations under 24 CFR 570, the allocating Federal Register Notice, and HUD CPD notices. Mr. Colón is knowledgeable in CDBG program planning and Action Plan development.



**One-Stop Resource with Range of Capabilities** — We can undertake any conceivable CDBG and HOME related assignment the City may encounter. Willdan's diverse team includes planners, housing, and financial professionals. Our team's past assignments include a wide range of tasks including preparation and review of environmental assessments, implementation of CDBG/HOME housing projects, labor compliance, financial and performance reporting, and the review, selection and monitoring of sub-recipients and contractors.



Willdan agrees to meet all State and Federal requirements included in this RFP. Willdan is unaware of any conflict of interest in performing the proposed work.

Willdan Engineering is located at 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746, Phone: (562) 908-6200.

Willdan's commitment is to provide the highest degree of value to the City of Bell Gardens. We appreciate the opportunity to present our experience and qualifications and are excited to possibly expand our working relationship with the City. Should you have any questions, or need additional information, please contact me at (562) 364-7600, or via email at [slopez@willdan.com](mailto:slopez@willdan.com).

Sincerely,

**Willdan Engineering**

A handwritten signature in blue ink that reads "Salvador Lopez Jr." with a stylized flourish at the end.

Salvador Lopez Jr.  
*Director of Planning*

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## A. Firm's Qualifications

### Executive Summary

#### Willdan Engineering

Willdan Engineering, a California Corporation, is part of Willdan Group, Inc. (WGI), a NASDAQ publicly-traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm specializing in providing solutions for our public agency clients. Since that time, we have evolved into a professional consulting firm offering a broad array of services that allows us to provide a comprehensive and integrated approach to our clients' planning, engineering, financial, economic, public facility, public safety, and energy sustainability solutions.



Today, Willdan operates out of multiple offices located throughout the United States – including our local office near the City of Bell Gardens (City of Industry). We have supported implementation of community visions through engineering, construction management, inspection, planning, building safety, and staff augmentation services. Willdan has completed various types of projects for over 60 percent of the cities and counties in California. In the area of specialties, Willdan has a vast background in city engineer, traffic engineer, and building official staff augmentation, administration, development review, public works permitting and inspection, roadway design, construction management, and long-term planning which includes development of capital improvement plans, improvement districts, funding plans, development master plans, safe route to school planning, facility master plans, and CEQA and NEPA environmental review documentation.

#### Overall Capabilities

Willdan has historically concentrated our efforts on public works engineering for cities, counties, and special districts. Since 1964, we have evolved into a professional consulting firm offering a broad array of services that provide a comprehensive and integrated approach to our clients' needs. Willdan possesses expertise in most facets of the public sector marketplace. The varied experience and background of our staff is an added value of our services. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience. We are truly the City of Bell Garden's one-stop resource to meet virtually any service need.



#### Areas of Expertise, Experience, and Training

Throughout our 56-year history, Willdan has served as a full-service, multi-disciplinary firm based in Southern California with satellite offices throughout the United States. We specialize in consulting engineering and planning services for governmental agencies. We support implementation of community vision through planning, engineering, construction management, building safety, staff augmentation and financial consulting. In addition, Willdan offers a full complement of project management, analysis, design, permitting and funding assistance, construction management, and other project support activities necessary for a sustainable project.

Our staff of experts includes specialists in:

- Environmental Planning
- Staff Augmentation
- Housing Development and Implementation Strategies
- Financial Consulting
- Grant Administration
- Water and Wastewater Engineering
- Cost Allocation Plans
- Construction Management and Inspection
- Urban and Regional Planning
- Landscape Architecture
- Civil Plan Review
- Labor Compliance



# Housing and Community Development

Willdan staff has substantial training and experience in providing a variety of community development services to governmental agencies across California. We have administered all aspects of the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) programs for municipalities and are operating CDBG- and HOME-funded residential and/or commercial rehabilitation programs in a number of cities. Our community development staff has procured grants and other forms of funding from the Department of Housing and Urban Development (HUD) and the State Department of Housing and Community Development (HCD) for a variety of purposes, including housing rehabilitation, first-time homebuyer assistance, and public works/community facility projects. Our staff has also conducted a wide range of housing studies, including inventories and analyses of potential housing sites, housing condition surveys, housing element updates, and affordable housing strategies.

Due to our long-term involvement in administering housing and community development programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity. Our community development staff has strong organizational skills and works efficiently to comply with grant program deadlines. Additionally, our staff applies sound technical and creative approaches to addressing grant administration issues that arise. We have developed good working relationships with the respective funding agencies, including HUD, HCD, and the CDC. Our staff regularly attends workshops and seminars sponsored by these agencies in order to remain current with their regulations and procedures.

## Grant Administration

Effective grant administration is essential for the successful management and performance of the City's various CDBG funded projects. Further, with the release of the "Uniform Guidance" by the U.S. Office of Management and Budget (OMB) on December 26, 2013 (codified at 2 CFR Part 200), Willdan understands the need to ensure that grant operations are efficient, accurate and transparent. Staff have developed several assessment tools and templates designed to assist grantees in implementing and adhering to HUD guidelines and also OMB administrative requirements.

Staff have gained experience in the following areas:

- Proficient use of the Integrated Disbursement Information System (IDIS) and Disaster Recovery Grant Reporting System (DRGR);
- Financial and performance reporting through the Consolidated Annual Performance Report (CAPER);
- Sub-recipient monitoring in accordance with applicable OMB Circulars and enabling grant statutes;
- Annual single audit preparation;
- Technical assistance to provide guidance in the interpretation of the Code of Federal Regulations and Circulars, as well as appropriate use of federal funds, etc.;
- Grant proposal coordination and budget preparation;
- Documentation of procedures and training of staff and sub-recipients;
- Presentation of reports to executives and council/board members; and
- Coordination across multiple agency stakeholders including city staff, elected officials, HUD and other consultants to advise on the status of funding and to ensure earmarking requirements are met.

Our staff is well qualified to provide the services the City of Bell Gardens seeks based on their education, career training, and work experience. As this broad experience indicates, our staff has worked in a wide range of multi-cultural communities and has the experience and knowledge to successfully implement programs in politically and culturally diverse cities.



# Project Understanding

Willdan understands that the City of Bell Gardens participates in the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program through the County of Los Angeles Community Development Authority (LACDA). Under the Urban County Program, the City would have approximately \$636,638.00 in funding for eligible activities at the beginning of the 2020-2021 CDBG Program Year plus an additional \$12,290.00 of unallocated prior year's CDBG funds for a total of \$648,928.00. In addition, the City has supplemental CDBG funds of approximately \$374,513.00 from the Coronavirus Aid, Relief and Economic Security (CARES) Act. Furthermore, approximately \$690,542.00 in CDBG funds are currently allocated to an on-going project for future use in conjunction with the Section 108 Loan Guarantee Program.

Willdan understands the City is seeking the services of an experienced professional consulting firm to provide assistance with CDBG program implementation and administration for the FY 2020-2021 with four possible one-year extensions (for a total of five years). The assistance to be provided is necessary to ensure the City's proper and timely expenditure of program funds and compliance with other regulatory program requirements.

## Project Approach

Our project approach begins with **designating a complete project management team**. Each project management team will be led by a principal representative with full authority to direct operations and commit resources. In addition to the principal representative, the management team will include expert staff specializing in the type of service requested. Our array of in-house experts allows Willdan to develop a specialized management team for each requested project.

In addition, Willdan's size gives us the flexibility to undertake large projects and projects on a compressed time schedule. If a project arises that requires immediate or extra attention, Willdan's flexibility allows tasks to be rapidly delegated to an expanded team of staff members. This ensures that the project will receive appropriate attention to detail and be completed in a timely fashion.

The first task of Willdan's delegated project management team will be to **establish a course of action**. This task will begin by coordinating with the City of Bell Gardens to identify specific project objectives. With these objectives in mind, Willdan's experienced professionals will actively identify areas of need and design solutions to address these needs. Our policy of open and often client coordination will ensure the established course of action and will be consistent with the City's goals.

Once the course of action is established, Willdan will **develop a project schedule**. Each project schedule will be developed with the City's project completion date in mind and will include a critical path and measurable milestones to ensure the project completion date is met. All project schedules will be submitted to the City to guarantee consistency with the City's timeline.



In **enacting and completing the course of action**, Willdan strives to exceed client expectations for quality of work. Willdan has a history of completing projects on time, within budget, and beyond industry standards. Willdan is committed to providing this level of service to the City. As such, after each project is completed, Willdan will follow-up with the City to gather feedback on the City's satisfaction with the project, and to identify methods to improve future service.

The following page details Willdan's scope of work for performing the work requested in the City of Bell Garden's RFP.



# Scope of Work

Below is Willdan's Scope of Work. All tasks shall be performed in conformance with State requirements while adhering to program benchmarks.

	Willdan's Tasks
CDBG Administration	<ol style="list-style-type: none"> <li>1. Meet with City representatives to provide status updates on all CDBG projects and issues requiring immediate attention.</li> <li>2. Prepare and submit to City a quarterly status report of all CDBG projects.</li> <li>3. Develop timelines for each approved CDBG project, establishing key dates for review, and accomplishment and progress monitoring.</li> <li>4. Review and maintain files for all CDBG projects.</li> <li>5. Develop and maintain financial spreadsheets for all CDBG projects, to include eligible reimbursements, amounts expended, reimbursements received, and balances available.</li> <li>6. Monitor and maintain all financial records relevant to CDBG funded projects and reconcile any records discrepancies.</li> <li>7. Review monthly reimbursement requisitions to the Community Development Authority prepared by Finance Department for all CDBG projects.</li> <li>8. Gather and maintain information required for and prepare and submit all required Grantee Performance reports.</li> <li>9. Perform CDBG project oversight monitoring, to include on-going monitoring and closeout review for all CDBG funded projects.</li> <li>10. Establish and maintain all operating assignments with CDBG sub-recipients.</li> <li>11. Conduct Davis-Bacon monitoring and contract compliance for all CDBG funded construction projects.</li> <li>12. Conduct Section 3 monitoring and compliance for all CDBG funded projects.</li> <li>13. Prepare all CDBG related submissions, as required by the Department of Housing and Urban Development (HUD) and the County of Los Angeles Community Development Authority (LACDA) (ex. Contract/Subcontract Activity Report, Labor Standards Report, etc.)</li> <li>14. Perform liaison functions between the City and the County of Los Angeles Community Development Authority.</li> <li>15. Prepare all CDBG related documents, including reports, contracts, agreements, and amendments.</li> <li>16. Develop, prepare, and submit project amendments, as required, for all CDBG funded projects.</li> <li>17. Advise City and ensure proper implementation of all CDBG program changes.</li> <li>18. Prepare and submit a Planning Summary and all necessary documentation for the upcoming CDBG program year.</li> <li>19. Conform to the mandatory regulatory provisions of the Urban County CDBG Program.</li> <li>20. Be available at City Hall as necessary to complete all work items.</li> <li>21. Complete Labor Compliance for individual projects as requested.</li> <li>22. All other CDBG-related work as directed by City's Community Development Director.</li> <li>23. All work items will be carried out in conjunction with City staff direction, input, and review.</li> </ol>
Section 108 Loan	<ol style="list-style-type: none"> <li>1. Assist City with the preparation of a Section 108 Loan Guarantee Application for the John Anson Ford Park Aquatics Center, if necessary.</li> </ol>





# Methodology

## Program Objective

Willdan is proposing to provide to the City of Bell Gardens the appropriate range of services needed to assist the City with the general administration of its CDBG Programs in order to ensure HUD compliance and allow City staff to direct their attention and efforts to the many other tasks required of them, Willdan will provide these services so as to minimize demands upon the time and effort of City staff. Our staff will provide written reports and updates to City staff to keep them informed on a regular basis, while also documenting program accomplishments for record keeping purposes.

Willdan's technical approach to assisting with the administration of the City's CDBG-funded projects/programs involves assigning a well-qualified team, under the direction of a senior member of our staff, to provide the services being requested by the City. Our designated CDBG Administration Manager, Timothy Colón, will take the lead in providing CDBG administration services and report directly to the department manager in delivering the desired services. He will also be responsible for delegating specific tasks to the other team members, as necessary, and monitoring their performance. The composition of our team and our approach to project management are further discussed in this section and in the "Management and Staffing" section of this proposal.

## Progress Reports

Willdan shall provide progress reports on a monthly basis, unless a shorter interval for reporting is requested by the City. These progress reports shall include progress on each deliverable, as well as an estimated completion date. Should any impediments be encountered throughout the implementation process, that data shall be included as well. Our team is more than happy to monitor/tailor progress reports to meet the City's needs.

## Communication Plan

Prior to commencing administrative CDBG program functions, the Project Manager will meet with City staff to ensure that all information pertaining to the City's goals and objectives are heard and understood. Thereafter, a clear action plan/timeline will be coordinated with staff to properly reflect completion dates and milestones for all deliverables. Simultaneously, our Project Manager will develop a strategy to effectively maintain an open channel of communication to furnish up-to-date information pertinent to the overall administration and oversight of the CDBG programs. Our team will also coordinate with City staff to determine the best method for data sharing in order to perform various CDBG related tasks.

## Understanding of City Operations

It is our goal to become an extension of the City of Bell Gardens team and take on any tasks or projects that may be required in accordance with CDBG operations. To effectively do so, our team will take the necessary steps to become fully familiarized with City operations as they pertain to overall CDBG administration. Although federal implementation guidelines for the CDBG and HOME Programs are generally consistent, our team understands that compliant implementation of those activities must be tailored to meet the specific needs of the City, as well as its internal operations.

## Coordination with HCD

Our team will promptly communicate with the City of Bell Garden's State Department and Community Development Housing (HCD) representative to acquire up to date data and information related to any pending or outstanding items. Our goal is to ensure that the City is responsive in maintaining a positive rapport with the HCD office. Thereafter, a consistent line of communication will be maintained with the HCD office to demonstrate the City's commitment to successfully implementing all CDBG related activities. Any communication of consequence that arises will be conveyed to corresponding City staff in a timely manner.

## Public Outreach

Clear communication with residents and city stakeholders is essential to the effective administration of a CDBG program/project. Our team is committed to developing a comprehensive understanding of the Community's housing and public service needs by becoming knowledgeable of the City's demographic information, understanding the goals and ambitions of the residents, and identifying key stakeholders.



### CDBG Administration

Willdan staff will provide guidance for the administration and implementation of the City's CDBG funded activities, including determining project eligibility, maintaining accurate/complete project files and required program documentation, as well as monitoring of programs to assure compliance with all federal, state, and local regulations and procedures. Work with the City's Financial Department to prepare final drawdown for prior fiscal year projects, collect and report quarterly and year-end accomplishments, prepare and submit cycle reporting's, which may include Quarterly Cash Transaction Reports, Semi-Annual Labor Standards Compliance Reports, Contract/Subcontract Activity Reports, MBE Activity Report, etc. Prepare staff reports and presentation materials, if requested by the City, for the CDBG public hearings, and attend public hearings with City staff. Complete drawdown requests on a regular basis in accordance with City operational processes for the reimbursement of expended funds reported in the LACDA's grant systems, maintain an ongoing record of draws for each activity, receipt of program income, and regularly input project/program accomplishments into the reporting system. Prepare National Environmental Policy Act (NEPA) Environmental Review documents, via the Environmental Service Review (ESR), for new fiscal year CDBG projects. Address any other administrative item that requires attention with a solid sense of priority and care (i.e., requests for proposals, contracts, etc.).

### Customer Service



The Willdan team is not only committed to maintaining the highest quality of services for the City of Bell Gardens external customers, but just as importantly, for its internal customers. Our mission is to actively put forth efforts to develop and nurture positive working relationships with City staff in order to foster the spirit of teamwork. Effective collaboration with City staff is essential to our success in providing the CDBG best services for the community.

## Project Timeline

Willdan staff has substantial training and experience in providing a variety of community development services to governmental agencies across California. We have administered all aspects of the Community Development Block Grant (CDBG) programs for municipalities and are operating CDBG funded residential and/or commercial rehabilitation programs in a number of cities.

Due to our long-term involvement in administering housing and community development programs, we have developed a thorough understanding of the program requirements and have established sound practices and procedures to maintain a high level of accuracy and productivity. Our community development staff has strong organizational skills and creative approaches to addressing grant deadlines. Additionally, our staff applies technical and creative approaches to addressing administrative issues that arise. Below, you will find a comprehensive timeline that breaks down each administrative task for your City by month. These projections are subject to vary based on the current status of each existing CDBG project.

2020-21 CDBG Program Year Timeline	
Date	Task
July 2020	<p>Meet with the Community Development Director, as well as pertinent City staff to acquire the following: relevant program operation information, program guidelines for all on-going CDBG Programs, status of current financial drawdowns for previous year projects/programs, current/pending items to be addressed (if any), departmental goals and objectives for each project/program. Develop effective communication system with City staff to maintain efficient progress for each CDBG program. Contact assigned CDBG Program Manager and acquire information on any pending items, if any. Gather all necessary information needed to submit funding requests for FY 2020-21 in anticipation of final program year close out in the month of August.</p> <p><b>Commence discussions/coordination effort to effectively establish initial procedures for preparation of the Section 108 Loan.</b></p>





2020-21 CDBG Program Year Timeline	
Date	Task
<b>August 2020</b>	Verify that all on-going CDBG Programs/Projects are well-underway and ensure program guidelines are being followed. Ensure any remaining program/project costs from FY 2019-20 program year are submitted via funding requests prior to closeout. Prepare and submit funding requests for costs incurred during the month of July 2020. Continue Section 108 Loan efforts by coordinating all necessary processes, including but not limited to, finalizing preparation of the application, presentation of the necessary resolution to the City Council and authorizing submission of an application of the Section 108 Loan.
<b>September 2020</b>	Begin coordination of data collection for Quarterly Performance Reports for Quarter 1 (Jul-Sept). Prepare and submit funding requests for incurred costs during the month of August 2020. Prepare and submit Semi-Annual Labor Standards report for Period 2. Pending approval of the Section 108 Loan, Willdan staff will commence preparation of all necessary initial environmental documentation (ESR) for the John Anson Ford Park Aquatics Center. Prepare initial role and responsibility schedule, commence initial project management, processes and coordinate initial steps with labor compliance staff to ensure all preconstruction requirements are effectively initiated.
<b>October 2020</b>	Discuss and develop program budget for FY 2021-22 Program Year. Develop presentation timeline in preparation project approval processes. Prepare and submit funding requests for incurred costs during the month of September 2020. Generate and Publish Public Hearing Notice for CDBG FY 2021-22 projects. Continue effective project management of the Aquatics Center and ensure any requests of the LACDA are met throughout the remainder of the program year and likely subsequent program year as this would likely be a 2 year project unless otherwise stated by the City.
<b>November 2020</b>	Draft agenda report for Council presentation of all CDBG projects during Public Hearing. Begin coordination of data collection for Quarterly Performance Reports for Quarter 2 (Oct-Dec). Prepare and submit funding requests for incurred costs during the month of October 2020.
<b>December 2020</b>	Begin coordination of data collection for Quarterly Performance Reports for Quarter 2 (Oct-Dec). Prepare and submit funding requests for incurred costs during the month of November 2020.
<b>January 2021</b>	Complete and submit Quarterly Performance Reports for Quarter 2. Assess the progress of each CDBG project to evaluate whether or not they are on track to meet a minimum of 80% of their proposed accomplishments. Prepare and input Planning Summaries for FY 2021-22 CDBG Projects. Gather all necessary supplemental documentation for Planning Summary approval by LACDA. Gather data and prepare Environmental Service Requests (ESR's) for construction projects, if needed. Submit final Planning Summaries and corresponding City documents for LACDA approval before the February 1, 2021 deadline. Prepare and submit funding requests for incurred costs during the month of December 2020.
<b>February 2021</b>	Monitor budget drawdown for each project in anticipation of the CDBG annual drawdown deadline on March 30, 2021. Evaluate the overall status of each project and determine if there is a need for project amendments prior to the end of the program year. Prepare and submit funding requests for incurred costs during the month of January 2021.
<b>March 2021</b>	Evaluate progress of each project and establish feasibility of activity accomplishments prior to the end of the program year. Develop strategy to complete any outstanding items before June 30. Begin coordination of data collection for Quarterly Performance Reports for Quarter 3 (Jan-Mar). Prepare and submit Semi-Annual Labor Standards report for Period 1. Prepare and submit funding requests for incurred costs during the month of February 2021.



2020-21 CDBG Program Year Timeline	
Date	Task
<b>April 2021</b>	Complete and submit Quarterly Performance Reports for Quarter 3. Submit pending project amendments prior to the May 1, 2021 deadline. Prepare and submit funding requests for incurred costs during the month of March 2021. Submit pending project amendments prior to the May 1, 2021 deadline.
<b>May 2021</b>	Prepare and submit funding requests for incurred costs during the month of April 2021. Begin review and coordinate execution of annual CDBG Cooperation Agreement and individual project Exhibit A's, as they become available. Initiate close-out process for each current CDBG project.
<b>June 2021</b>	Develop strategies and commence preparation for implementation of FY 2021-22 CDBG projects. Prepare and submit funding requests for incurred costs during the month of May 2021. Gather data, prepare, and submit Quarterly Performance Reports (quarterly and annual narratives) for Quarter 4. Gather all necessary financial/purchasing information needed for any outstanding funding requests in anticipation of the program year's financial close out in the month of August.



## B. Management and Staffing

Willdan has assembled a highly-qualified project team. As the following resumes illustrate, our team members collectively possess considerable experience in successfully administering all aspects of CDBG-funded projects/programs. Willdan's Director of Planning, Salvador Lopez Jr., will provide corporate oversight, ensuring that any staff members we place with the City perform to the City's and Willdan's expectations of excellence. ***Mr. Lopez will be available to the City for any issue they need to discuss regarding Willdan's work for the City.***

Our proposed staff exhibits a very personable yet professional style in working with City staff. The combination of team members provides the City with adequate staff coverage to meet both normal daily and any fluctuating program demands. Our team members are as follows:

**Mr. Salvador Lopez Jr.** will act as **Principal-in-Charge**. He is responsible for corporate oversight of the firm's planning operations. He has more than 21 years of professional planning experience that has involved public and private sector employment. His experience spans all aspects of planning, including housing and community development, current, advance, and environmental planning, as well as active transportation planning. He is highly experienced at managing multi-disciplinary teams in the development of policy and long-range planning documents for public agencies.

**Mr. Timothy C. Colón** will act as **CDBG Administration Manager** and is a Willdan Engineering CDBG Analyst with 20 years of experience. Mr. Colón is experienced in reviewing and aligning program policies with HUD regulations under 24 CFR 570, the allocating Federal Register Notice, and HUD CPD notices. As a former HUD attorney, Mr. Colón has experience drafting CPD notices and guidance at the federal level. Mr. Colón is also knowledgeable in CDBG-DR program planning and Action Plan development. ***Mr. Colón will have primary responsibility for this project.***

**Mr. Robert Quaid, CPA**, will serve as the **CDBG Analyst**. He will apply his extensive financial management and grant experience necessary for the implementation and coordination of tasks outlined in the scope of services. In this role, he will oversee the work assignments of the supporting analysts, attend meetings with the City staff as necessary, and be responsible for work deliverables.

**Ms. Jennifer Maria** will act as **CDBG Analyst** and will also serve as primary contact for the City. She is a Willdan Engineering CDBG/Housing Administrator with 15 years of experience. Ms. Maria is experienced with the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs. She has a working knowledge of HUD CDBG Program processes, procedures, financial requirements and labor compliance. She communicates effectively, has outstanding oral and written skills, and works well under tight deadlines—which facilitates a timely and effective response to City staff requests.

**Ms. Sandra Medrano** will act as **Housing Rehabilitation Coordinator**. Ms. Medrano has over 18 years of experience in administering housing rehabilitation programs in various jurisdictions in the Southern California area. She has assisted the City of Bell Gardens with operation of its Redevelopment Agency funded Housing Rehabilitation Loan and Grant Program.

**Ms. Natalia Lopez** will act as **Grant Housing Coordinator**. Ms. Lopez has provided on-call grant administration services to local agencies related to the Community Development Block Grant, Home Investment Partnership Act (HOME) and Emergency Solutions Grant (ESG) programs. Services provided include assistance in the design and development of the process required to solicit and select sub-recipients and developers for project inclusion in the Annual Action Plan, review of applications received, conduct community meetings, monitor funding limitations, and recommend funding awards to staff and City Council for approval.

**Ms. Helen Jones** will act as **Grant Management and Housing Support**. Ms. Jones has provided technical and compliance reviews of CDBG, HOME and ESG sub-recipient invoices presented to the City. Ms. Jones also conducted onsite monitoring of CDBG, HOME and ESG sub-recipients providing technical support in the review of contracts, Davis-Bacon prevailing wage compliance, Section 3 compliance and other HUD regulations affecting the program activity.

**Ms. Richelle Tague** will act as **Grant Management and Housing Support**. Ms. Tague has provided review and evaluation of sub-recipient CDBG, HOME and ESG grant applications, invoice review, procedures development, preparation of cash drawdowns and budget progress reports for funded projects.

**Ms. Jane E. Freij** will serve as **Labor Compliance Manager**. Ms. Freij is an experienced Administrative/Project

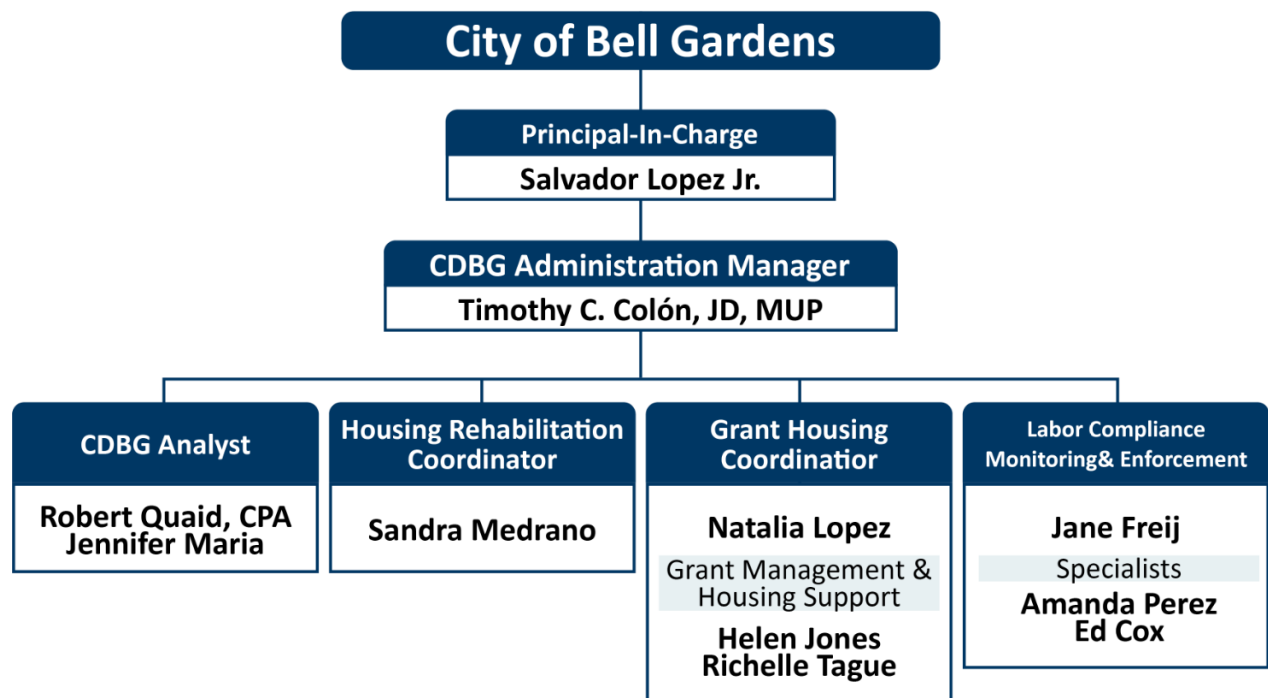


Manager with a proven record of profitability achieved through comprehensive and effective management of time and budget. Key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. As a Supervising Labor Compliance Manager, Ms. Freij provides oversight of labor compliance monitoring services for various federally-funded projects under FHWA, FTA, HUD, and EPA. She is familiar with the FHWA federal funding administration process from field review and request for authorization to final invoicing and has specialized training in the reporting requirements and fraud detection and prevention procedures for projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA).

**Ms. Amanda Perez** will serve as **Labor Compliance Specialist**. Ms. Perez has over 11 years' experience. She monitors labor compliance projects to ensure conformity to Federal and State regulations and regularly assists the manager with larger-scale labor compliance contracts. She currently supports 15 engineers and prepares proposals, contracts, and other technical documents. Ms. Perez conducts comprehensive audits of projects for the Director of Construction Management & Inspection Services for accuracy and compliance. She is experienced with methodical and precise technical and legal document editing and is proficient in conducting research from databases and other sources in the preparation of documents and for reporting to management.

**Mr. Edward Cox** will serve as **Labor Compliance Specialist**. Mr. Cox possesses over 32 years of public works experience. As a Labor Compliance Specialist, Mr. Cox has been instrumental in validating the compliance of prime contractors and their subcontracted companies with prevailing wage requirements. Mr. Cox will provide payroll analysis and reconciliation services, reviewing and requesting compliance documentation from prime contractors and subcontractors and providing status report information for monthly reports to the City.

## Organization Chart



Resumes for all key staff are on the following pages.

# Resumes

## Salvador Lopez Jr.

Principal-in-Charge

### Education

1998, BS, Urban & Regional Planning, California State Polytechnic University, Pomona

AA, Chaffey College

21 Years' Experience

**Mr. Salvador Lopez Jr.** has over 21 years of planning experience that spans all aspects of planning, including current, advance, and environmental planning, as well as active transportation planning and housing and community development. He is highly experienced at managing multi-disciplinary teams in the development of policy and long-range planning documents for public agencies.

### Relevant Project Experience

**Contract Planning Services, County of Sacramento, California.** Program Manager responsible for overall contract services program management and oversight for staffing resources provided to the County. Staff planners assist with current, advance, and special project planning; environmental review; and on-call environmental planning services.

**On-Call Planning Services, City of Willows, California.** Program Manager responsible for overall on-call project assignment management and oversight for staffing resources provided to the City. Staff planners assist with current, advance, and special project planning; development project review; entitlement processing, including general plan and zoning amendments; CEQA document preparation and review; and other long-range planning activities. Representative projects include:

- Willows Gateway Application Processing and CEQA for a commercial/retail, hotel, and service station developments adjacent to agricultural lands.

**Fortin Street Development Application Processing and IS/MND, City of Baldwin Park, California.** Project Manager responsible for overall project management and oversight to process an application and prepare an initial study/mitigated negative declaration for a tentative tract map to subdivide four residential properties on 1.75 acres into 15 residential lots as a planned unit development.

**Building and Safety Services, City of El Monte, California.** Contract Planner. Contract planning services emphasizing discretionary case processing and long-range advanced planning programs. Professional land use and planning services; processing complex land use development projects; general administration of City-initiated planning work and studies; conceptual plans; reviewing and processing land use entitlement applications; preparing General Plan text or map amendments; preparing or amending Specific Plans; preparing Zoning Code text or map amendments; preparing initial studies under the California Environmental Quality Act and related environmental documents; preparing staff reports, resolutions and ordinances.

**Special Project Planning Services, City of Artesia, California.** Program Manager responsible for overall on-call project assignment management and oversight for staffing resources provided to the City. Serves as Case Planner responsible for reviewing and processing land use entitlement applications; preparing general plan text or map amendments; preparing or amending specific plans; preparing zoning code text or map amendments; and preparing related environmental studies. Performance of these responsibilities requires expertise and knowledge in general plan compliance and implementation, CEQA/NEPA conformance, project management, and general planning procedures. Representative projects include:

- Artesia Live Application Processing, Specific Plan, and IS/MND Phase I
- Artesia Live Application Processing, Specific Plan, and IS/MND Phase II

**Planning Services, City of Hawaiian Gardens, California.** Project Manager responsible for overall project management and oversight for staffing resources provided to the City. Staff planners assist with processing development applications and other day-to-day planning





activities, including – but not limited to – land use entitlements, special projects, CEQA administration, casino project management, and successor agency management.

**Contract Planning Services, City of Long Beach, California.** Project Manager responsible for overall project management and oversight for staffing resources provided to the City. Staff planners assist with current planning, advance planning, special projects planning, development project review, entitlement processing, CEQA document preparation and review, historic assessments, community outreach, and other long-range planning activities.

**On-Call Planning Services, City of El Monte, California.** Contract Planner responsible for contract planning services emphasizing discretionary case processing and long-range advanced planning programs. Programs involved land use planning; complex land use development projects; general administration of City-initiated planning work and studies; conceptual plans; land use entitlement applications; general plan, specific plan, and zoning code updates and map amendments; and initial studies under the California Environmental Quality Act and related environmental documents. Responsible for preparing all associated staff reports, resolutions, and ordinances.

**Contract Planning Services, City of Cudahy, California.** Project Manager responsible for overall project management and oversight for staffing resources provided to the City. Staff provides full-time contract planning services for the City's Planning Division, as well as for Interim Community Development Director.

**Evan Brooks Associates.** Senior Planning Associate. Serve in the areas of land use planning, non-motorized and active transportation planning, health and sustainability planning, project management and grant writing. Responsible for providing on-call planning services and coordination of planning activities for client cities. Provide planning project review services including design review, land use entitlements, including but not limited to, general plan amendments, specific plans, zoning code amendments, etc. Project management services for current and advance planning programs, policy development, environmental studies, traffic studies, local/state/federally funded grants, specific plans, planned developments, residential developments and document preparation including staff reports and technical studies. Community outreach services for project or program specific projects, including print and on-line communications, visioning workshops, inter-governmental agency collaborations, and public opinion surveys. Represent planning staff at public meetings and present planning and zoning projects to various planning commissions, city councils, government agencies and community groups. Lead, coordinate and manage all planning/municipal services staff and provide staffing evaluation services.

**City of Baldwin Park, California.** Associate Planner/Acting Principal Planner/Assistant Planner/Planning Technician responsible for current, long-term and advanced planning activities, analyze and compile technical data, research and prepare staff reports for Planning Commission and City Council. Process Plan/Design Reviews; plan checks and any applicable entitlement. Interpret planning procedures and zoning requirements, prepare environmental documents, conduct a variety of general plan and zoning code amendment and planning studies, make policy recommendations, develop requests for proposals, manage contract compliance for grants and professional services and act as staff liaison between the City Council and consultants. Supervise and direct sensitive, significant and controversial planning projects and grant programs. Administer Design Review and the Planning Commission Meetings. Collaborate with policy makers, civic leaders and advocates. Train and instruct staff, assist in managing and coordinating the activities of the Planning Division.



## Timothy C. Colón, JD, MUP

### CDBG Administrative Manager

#### Education

*University of Minnesota,  
Minneapolis, MN - Juris  
Doctor*

*University of Kansas,  
Lawrence, KS, Master of  
Urban Planning*

*University of Minnesota,  
Morris, MN, Bachelor of  
Arts, Political Science*

#### 20 Years' Experience

**Mr. Timothy C. Colón** is a Willdan Engineering CDBG Analyst with 20 years of experience. Mr. Colón is experienced in reviewing and aligning program policies with HUD regulations under 24 CFR 570, the allocating Federal Register Notice, and HUD CPD notices. As a former HUD attorney, Mr. Colón has experience drafting CPD notices and guidance at the federal level. Mr. Colón is also knowledgeable in CDBG-DR program planning and Action Plan development.

#### Relevant Project Experience

**Tetra Tech, Houston, TX.** Program Manager/Subject Matter Expert - Housing Policy and Disaster Recovery. Tetra Tech Disaster Recovery Division. Draft, review and align program policies with HUD regulations under 24 CFR 570, the allocating Federal Register Notice, and HUD CPD notices. Review and respond to requests for information from field staff which require interpretations of program policy and HUD regulations related to case specific facts. Provide policy and compliance training to staff and vendor personnel. Conduct analyses on current processes and work with team leads to identify, document and prioritize process improvements. Provide subject matter expertise for CDBG-DR program planning and Action Plan development.

**US Department of Housing and Urban Development, New York, NY, Los Angeles, CA.** Community Planning and Development Specialist. Office of Community Planning and Development – Disaster Recovery and Special Issues Division. Advise on the application and interpretation of policies, rules, and regulatory provisions regarding use of CDBG-DR funds. This involves direct communication and correspondence with HUD field staff, grantees, public interest groups, and others. Monitor and evaluate recipients of CDBG-DR funds and other CPD Programs. This process entails planning, scheduling, conducting on-site reviews, analyzing information, coordinating group activities, and recommending subsequent actions. Analyze grantee information and determine compliance with applicable laws and regulations. Present results of this analysis to grantee officials. Develop policies and procedures regarding the administration of the National Disaster Resilience and Rebuild by Design programs supported by CDBG-DR funds, including fostering a team review process of Action Plan Amendments. Provide coordination between HUD and FEMA in use of CDBG-DR and FEMA Public Assistance program for emergency repairs to publicly owned systems.

**US Department of the Treasury, Washington, DC.** Senior Policy Advisor. Supervisory position that involved managing the creation and implementation of a compliance framework, administered across 56 participants and encompassing \$1.5 Billion, including risk assessment, sample testing, technical assistance, and on-site review. Led management team in establishing policies, objectives, and priorities, and developing action plans to accomplish program implementation. Developed appropriate guidance based on existing law, regulations, precedent and stakeholder input. Analyzed and answered questions regarding combining different sources of funds, conflicts of interest, program requirements, and eligible uses of funds. Served as the point of contact for program oversight bodies, including the Office of the Inspector General and the Government Accountability Office. Researched and answered oversight inquiries and responded to audit reports. Performed legal research and analysis providing oral and written advice, counsel, and opinions in regard to the laws, regulations, court decisions, and other precedents bearing on the legal issues involving or impacting Treasury and the State Small Business Credit Initiative, including appropriations law, agency authority, Constitutional law, conflicts of interest, project finance techniques, and expanding the scope of agency services. Proposed new legislation and revisions to existing legislation based on program experience and need. Carried out personnel management responsibilities for a staff of professional and clerical support personnel. Assisted with regulation drafting for 2016 funding round of the Capital Magnet Fund.

**US Department of Housing and Urban Development, Los Angeles, CA.** Office of General Counsel – Office of Assisted Housing and Community Development and Los Angeles Field Office. Conducted loan closings for the HUD 202/811 programs on projects worth over \$25 million. Drafted and reviewed real estate transaction and loan documents regarding HUD



insured housing and affordable development projects including operating agreements, leases, deeds, deeds of trust, loan agreement and promissory notes. Reviewed title insurance documentation, survey reports and conducted transaction due diligence. Advised program staff with legal analysis and interpretation of laws governing programs including HOME, CDBG, BRAC, ICDBG and others. Provided legal and policy interpretations to program administrators regarding federal economic development and community development programs. Drafted legal opinions, waivers and briefs for administrators including the Secretary of HUD. Served as a liaison between the Office of General Counsel and the Office of Community Planning and Development.

**US Department of Housing and Urban Development, Office of Affordable Housing Programs, Washington DC.** Drafted regulations and policies for the HUD Federal Housing Trust Fund. Drafted policy documents including federal regulations and federal notices for a federal housing production program. This included formulating, explaining, and interpreting the policy for the HOME program based on applicable statutory law, federal regulations, and prior written guidance. Provided guidance, explaining and interpreting regulations and policies in response to inquiries from field offices, other federal agencies, congressional offices, grantees, nonprofit organizations and constituent groups. Prepared guidance for competitive and formula grant programs including overseeing the process of making grants to local and state development agencies. Prepared briefing materials and talking points for the HUD Assistant Secretary and other senior staff. Formulated new legislation and revisions to existing legislation based on program experience and need. Reviewed applications for the Self-help Homeownership Opportunity Program (SHOP), a Federal competitive grant program for the creation of affordable housing.

**Office of Community Planning and Development – Los Angeles Field Office.** Monitored and evaluated recipients of CDBG and HOME program funds. Planned, scheduled and conducted on-site reviews, analyzed information, coordinated group activities and recommended subsequent actions. Negotiated, formulated and implemented compliance recommendations in conjunction with the Office of the Inspector General to clear monitoring findings. This included setting a compliance agenda, developing priorities, reviewing work products, collecting and analyzing local information, monitoring job performance, preparing written analysis and recommendations, and identifying technical assistance needs. Provided advice and guidance concerning the interpretation of policies, rules, and regulatory provisions. This included direct communications and correspondence with field staff, grantees, public interest groups, and others.

**Office of Block Grant Assistance (CDBG).** Assisted in the distribution of Neighborhood Stabilization Program (a short-term Federal housing and economic development program) to assist communities severely impacted by the foreclosure crisis. Reviewed plans and developed recommendations to ensure compliance with NSP statutory requirements and program regulations including management controls, quality controls, and performance measures.





## Robert D. Quaid, CPA

### CDBG Analyst

#### Education

*Bachelor of Science,  
University of Southern  
California*

#### Areas of Expertise

*Grant Administration &  
Monitoring*

*Cost of Service Studies*

*BID Administration*

*Statutory Financial  
Reporting*

*Fiscal Analysis for User  
Fees and Rates*

*Fund Audits*

*Quality Review of  
Community Facilities,  
Lighting & Landscaping,  
and Assessment Districts*

#### Affiliations

*California Society of  
Municipal Finance  
Officers*

#### Certifications/Licenses

*Certified Public  
Accountant*

#### 18 Years' Experience

In the position of Principal Consultant at Willdan, Mr. Quaid provides project management, procedural support and quality review for Willdan's District Administration and Financial Services Consulting groups. Mr. Quaid also services as the lead consultant for grant administration, cost of service and cost audits and as interim finance/administrative staff to client agencies.

With more than 18 years of experience in the public finance industry, Mr. Quaid has participated in numerous cost service studies and construction cost audits. Mr. Quaid began his career as an auditor in 1976 with the international CPA firm formerly known as Haskins & Sells.

### Relevant Project Experience

**Grant Consultant Manager, City of Moreno Valley, California.** As the lead grant consultant to the City, Mr. Quaid reports to the City financial operations manager and supervises a Willdan staff of three individuals supporting the City's annual grant administration, monitoring and reporting activities. These activities include, among other things, reviewing, scoring and preparing council recommendation reports on the sub-recipient applications for the City's annual CDBG, HOME and ESG entitlement awards, conducting pre- and post-award training sessions with sub-recipients, reviewing sub-recipient invoices for payment, and entering various information into the HUD Integrated Disbursement of Information System (IDIS). Mr. Quaid also oversees the preparation of the Annual Action Plan and the Consolidated Annual Performance Evaluation Report (CAPER), plans and conducts the annual onsite sub-recipient monitorings, and interfaces with regional HUD representatives on technical issues for the City.

**North City West School Facilities Financing Authority, CA – Administrator (2007 to the Present):** As the administrator for the three member joint powers authority, Mr. Quaid works closely with the Executive Director and is primarily responsible for supervising the monthly administration, accounting and investment functions including processing of revenues and expenses in accordance with GAAP, coordinating debt service payments with the bond trustee, preparing quarterly Board agendas and financial reports, working with the independent CPA during the annual audit/compliance review, interfacing with the San Diego County Office of Education, filing mandatory/regulatory reports with the City of San Diego and the Securities and Exchange Commission and communicating with Board members, as needed.

**Central Basin Municipal Water District, CA – Interim Financial Manager:** As the District's Interim Financial Manager, Mr. Quaid's duties included working with the General Manager, department heads and District staff to develop the annual budget; provide an assessment of the finance department's current staffing plan; work with staff in preparation of monthly budget versus actual reports for project managers for budget monitoring; work with staff in preparation of financial information to be included in the monthly Board reports; assist department staff with scheduled check runs and check requests; effectively manage cash flows; ensure compliance with IRS and SEC requirements on tax-exempt bond issues; review the District's Long-Range Financial Plan with the General Manager; assist with the identification of necessary rates to meet District revenue requirements; provide financial market updates; attend regular monthly Board meetings, agenda meetings and department head meetings; and held regular office hours at the District office. Mr. Quaid also represented the District in a Bureau of Reclamation grant audit for the District's recycled water pipeline providing necessary support for indirect costs allocated to the grant.



## Jennifer Maria

### CDBG Analyst

#### Education

2015-Present, BS, Business Administration, Mount Saint Mary's University, Los Angeles, California

2001-2003, Mathematics in an Applied Science (Accounting), University of California, Los Angeles

Spring, 2009, Certificate of Completion, Grant Writing & Administration, California State University, Dominguez Hills, Carson, California

#### 15 Years' Experience

**Ms. Jennifer Maria** is a Willdan Engineering CDBG Administrator with 15 years of experience. Ms. Maria is experienced with the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs.

#### Relevant Project Experience

**Grant Administration Services, City of Moreno Valley, California.** Special Projects Support. Ms. Maria currently assists in the provision of on-call grant administration services to the City for their CDBG, HOME, NSP and ESG programs. She primarily assists with the implementation of the NSP1, NSP3 and HOME funded affordable housing projects, while providing as-needed technical advisement for inquiries related to CDBG program implementation/administration.

**City of Cudahy, California.** CDBG Coordinator/Human Resources Manager. Maintained the duties associated with the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs under the general direction of the Community Development Director. Monitored rules and administered, regulations, procedures, forms, applications, records, request for proposals, and reports in accordance with applicable federal, state and local laws, rules and regulations, as they applied to each individual CDBG Program. Developed, implemented and maintained program information, evaluation and reporting systems; prepared and submitted grantee performance reports, including project descriptions and program budgets. Maintained, prepared, and entered client data onto the CDBG Public Service and Housing Rehabilitation Modules for quarterly and annual reporting purposes. Conducted special studies and surveys, as need by the City, or as requested by the Los Angeles Community Development Authority (LACDA) for preparation of 5-year Consolidated Plan, Annual Action Plan, and CAPER. Assisted in the preparation of budgets, requests for proposals, and public hearing notices for the Community Development Department. Implemented and monitored contracts between the City and the appropriate agencies involved with CDBG administration; served as primary contact for the City with LACDA. Prepared public hearing notices and staff reports for the City Council and attended/presented at City Council Meetings and/or City Planning Commission meetings. Reviewed/prepared CDBG funding request reimbursements (with and/or without supporting documentation), as needed by the Finance Department. Assisted the Finance Director with preparation for Financial Monitoring performed by LACD financial staff. Identified funding sources and prepared detailed proposals for various grant sources (i.e. data collection, research, narratives, budgets, scopes of work). Managed/tracked the return of Program Income for the Housing Rehabilitation Program. Processed reconveyance requests for past Housing Rehabilitation Program participants.

**City of Cudahy, California.** Administrative Assistant – CDBG Administration. Managed the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs under the general direction of the Community Development Director. Monitored rules and administered regulations, procedures, forms, records, request for proposals, and reports in accordance with applicable federal, state and local laws, rules and regulations, as they applied to each individual CDBG Program. Developed, implemented and maintained program information, evaluation and reporting systems; prepare and submit grantee performance reports, including project descriptions and program budgets. Conducted special studies and surveys. Assisted in the preparation of budgets, requests for proposals and public hearing notices for the Community Development Department. Implemented and monitored contracts between the City and the appropriate agencies involved with CDBG; principal contact with the Los Angeles County Community Development Commission. Prepared staff reports for the City Council and required to attend City Council Meetings and/or City Commission meetings as necessary. Reviewed CDBG Funding requests under the supervision of the Community Development Director and the Finance Director. Assisted the Finance Director with preparation for Financial Monitoring performed by CDBG. Identified funding sources and prepared grant proposals for various grants (i.e. data collection, research, narratives, budgets, scopes of work). Provided administrative support to Community Development Divisions (i.e., Planning, Building and Safety, Code Enforcement), as needed.



## Sandra Medrano

### Housing Rehabilitation Coordinator

#### Education

*Masters of Art, Industrial Psychology (Human Resources), California State University, Los Angeles*

*Bachelor of Arts, Psychology, University of California, Los Angeles*

*Bachelor of Arts, Sociology, University of California, Los Angeles*

#### 18 Years' Experience

Ms. Sandra Medrano brings to Willdan Engineering over 18 years of experience in housing rehabilitation. Ms. Medrano is currently assisting the City of Temple City with the administration of their housing rehabilitation loan/grant program. Previously with Willdan Engineering, she also assisted the Cities of Norco, Artesia and Paramount and the Bell Gardens and La Mirada Redevelopment Agencies with the operation of HOME and redevelopment set-aside funded housing rehabilitation programs, respectively. Prior to joining Willdan, Ms. Medrano provided housing rehabilitation services to several Southern California cities including Lake Forest, La Puente, and Mission Viejo.

In administering housing rehabilitation programs, her duties have included: managing the utilization of federal, state and local funds budgeted for housing rehabilitation purposes; interviewing qualified perspective applicants for HUD, HCD or Redevelopment Agency financial assistance; preparing work write ups and cost estimates; coordinating the solicitation of bids from contractors and the selection of contractors; overseeing the packing and processing of loan/grant documents; and conducting progress inspections of rehabilitation work.

#### Relevant Project Experience

**City of Bell Gardens (CA) Redevelopment Agency** – Ms. Medrano assisted with the operation of a Redevelopment Agency funded Housing Rehabilitation Loan and Grant Program.

**City of Temple City, California** – Ms. Medrano is currently assisting with the administration of the City's CDBG Home Rehabilitation Program.

**City of Norco, California** – Ms. Medrano assisted with the administration of the City's CDBG Home Rehabilitation Program.

**City of Pico Rivera, California** – Ms. Medrano recently assisted with the administration of the City's CDBG Home Rehabilitation Program.

**City of Grover Beach Gardens, California. Redevelopment Agency** – Ms. Medrano assisted with the operation of a Redevelopment Agency funded Housing Rehabilitation Loan and Grant Program.

**Cities of Artesia and Paramount, California, and La Mirada and Irwindale Redevelopment Agencies** – Ms. Medrano's responsibilities have included:

- Interviewing and qualifying perspective applicants.
- Performing on-site inspections of homes proposed for rehabilitation.
- Making specific recommendations on suitability of rehabilitation work proposed by homeowners.
- Reporting to and making recommendations to loan committees regarding individual applicants.
- Processing all deeds and loan paperwork required by city procedures.
- Assisting with selection of appropriate private contractors to perform work.
- Mediating between homeowners and contractors.
- Conducting progress inspections of rehabilitation work and requesting disbursement of contractor payments.
- Maintaining document files on all eligible applicants.



## Natalia Lopez

### Grant and Housing Coordinator

#### Education

Associates Degree,  
Business Administration,  
San Bernardino Valley  
College, San  
Bernardino, California

#### 11 Years' Experience

**Ms. Natalia Lopez** is a Willdan analyst with 11 years of administration experience. Prior to joining Willdan, Ms. Lopez was employed by the City of Moreno Valley where she was responsible for assisting with the administration of the City's Community Development Block Grant program.

#### Relevant Project Experience

**City of Moreno Valley, California.** Analyst I. Assisted in administration of the Community Development Block Grant (CDBG) program. Reviewed CDBG sub-recipient invoices and monthly statistical reports to ensure completeness and compliance with Housing and Urban Development (HUD) regulations. Tracked expenditures and performances of all CDBG sub-recipients. Processed invoices for payment with accounts payable. Routed sub-recipient agreement for insurance approval, final signatures, and final execution. Verified monthly CODE Enforcement Service Areas for CDBG eligibility using the City's Geographic Information Systems database. Provided support with processing sub-recipient invoices for HOME and Emergency Solutions Grant (ESG). Assemble environmental review data documents for preparation of HUD Environmental Monitoring. Assisted in coordinating access to HUD Environmental Review Online System (HEROS) for corresponding individuals. Assisted in the coordination of the Technical Assistance Meeting for Grant Funding. Compiled performance data for inclusion in the Annual Action Plan. Prepared public notices for publication in the local newspaper. Gathered files required as part of the Citizens Participation Plan. Updated grants unit procedure manuals, forms, and databases. Maintained centralized filing system for all grant funded activities. Scanned, uploaded and created digital files. Prepared memorandums, letters, and emails. Assisted in preparation of home lien releases and reconveyances. Fielded phone calls from the general public regarding grant funded programs. Collaborated with multiple departments on assignments including City Attorney, City Clerks, Graphics, Facilities & Finance. Created, maintained, and updated forms, databases, logs, files, records, and reports for department use. Assisted in coordinating scheduled meetings, workshops, and training rooms as needed.

**Hidden Valley Landscapes.** Office Manager. Performed accounting functions via QuickBooks for Accounts Payable and Accounts Receivable. Conducted financial audits and budget analysis. Responsible for hiring, processing payroll, maintaining employee schedules, and employee audits for workers compensation claims. Maintained calendar, appointments, and meeting schedule. Submitted plans to City Building and Safety Department for building permits. Prepared letters for official correspondence. Maintained files, reports, and computer databases through confidential and accurate data entry. Provided general information to the public as first point of contact via phone or in person.

**Balance Staffing.** Human Resources Coordinator. Supervised and assisted 60 internal employees, and approximately 8,000 temporary employees. Resolved benefit related problems and maintained positive employee relations. Administered plans in accordance with federal and state regulations. Maintained OSHA log and databases that tracks incidents and status. Processed workers compensation claims; injury reports, medical documentations, return to work plans. Performed employment verifications, EDD Claims. Conducted E-Verify and background checks for new internal employees. Audited I-9's and maintained current files/records. Processed separation forms. Filed papers and documents into appropriate employee files. Assisted and prepared correspondence; processed mail.

**ABE Fire Protection.** Administrative Assistant. Performed general office duties: answering multi-line phone, filing, faxing, photocopy machine. Created proposals and invoices, prepared letters. Assisted CEO with daily activities as needed. Responsible for document preparation for field technicians and followed up with technicians. Obtained city business licenses when needed. Completed submittals paperwork for projects; shop drawings, material data, samples, and product data.



**Inland Fire Protection Inc.** Administrative Assistant. Maintained company scheduling. Billed, faxed and mailed numerous invoices daily. Organized, filed, and retained customer documents. Assisted CEO and Supervisor with daily tasks. Responsible for document preparation for field technicians; Fire Sprinkler Reports, Extinguishers, and Fire Suppression System. Created proposals and assisted in sales.

**San Bernardino City Hall.** Human Resources Office Assistant. Conducted salary analysis survey. Scheduled and arranged correspondences for official meetings. Performed general office duties: answering multi-line phone, filing, faxing. Distributed mail throughout departments in a timely manner. Alphabetized, inputted, and filed classified client information.





## Helen Jones

### Grant Management and Housing Support

#### Education

*Bachelor of Arts,  
Lakehead University,  
Thunder Bay, Canada  
Cum Laude*

#### Certified Fraud Examiner

#### Areas of Expertise

*Grant Monitoring  
Prevailing Wage Reviews  
Cost Audit Services*

#### Professional Affiliations

*Association of Chartered  
Certified Accountants*

#### 12 Years' Experience

Ms. Helen Jones is a Senior Analyst in Willdan Financial Services' District Administration Services group. She assists in the research and analysis necessary to resolve local government financial issues related to auditing and administration.

Ms. Jones joined Willdan with over a dozen years of financial and auditing experience. She enhances the Willdan team by bringing her expertise in understanding organization objectives and structure, policies, processes, internal controls, and external regulations; identifying risk areas; and preparing programs. In her career, she has served as an auditor, controller, and chief financial officer with real estate development and financial control firms.

As a senior analyst and auditor with an international fraud investigation and dispute resolution firm in the firm's Cayman office, she specialized in complex offshore asset recovery; fraud investigation and insolvency projects; prepared affidavits in support of Grand Court submissions; traced funds and classes structures of SPhinX Funds with over \$500 million dollars in assets; and cross border insolvency complications. She also maintained direct involvement in efforts to recover Fairfield funds' assets, one of the major victims in the Bernie Madoff Ponzi scheme.

In the capacity of financial controller of a real estate development and general construction firm, Ms. Jones oversaw all financial matters, including preparing financial statements; payroll, regulatory communications and filings; ensuring adequate cash flow; and reporting to investors. While with the firm, she was the acting chief financial officer for a real estate development/new construction project in Old Town Temecula and oversaw the construction of a \$12M mixed use building with a combined square footage of 37,000 and accommodating restaurants, retail spaces, executive office suites and apartments. Her tasks included point of contact for all project funding for the lending bank and fund control company; prepared all fund draw requests; ensured compliance with all provisions of the City of Temecula conditions for redevelopment grant of \$4M; vendor relations and payment of sub-contractors; investor reporting; and preparing financial statements and regulatory filings.

#### Relevant Project Experience

**Grand Analyst, City of Moreno Valley, California.** Ms. Jones provides technical and compliance reviews of CDBG, HOME and ESG sub-recipient invoices presented to the City. Ms. Jones also teams with Mr. Quaid in conducting the onsite monitoring of the City's CDBG, HOME and ESG sub-recipients providing technical support in the review of contracts, Davis-Bacon prevailing wage compliance, Section 3 compliance and other HUD regulations affecting the program activity. Ms. Jones also assists in the preparation of the monitoring reports to the City.

**Community Facilities District No. 2008-01, County of San Diego, California.** Currently project analyst for construction cost audit of \$55.4 million in public facilities including streets, bridges, parks, sewer, water and wastewater treatment. Ms. Jones reviews all required documents required for submittal by Cal Atlantic Homes, the developer, pursuant to the Acquisition and Funding Agreement. She also performs the review of certified payrolls for the contractors and subcontractors for prevailing wage compliance, coordinates communications by the Project Manager to the County and the developer and assists in the preparation of the audit reports for the facilities.



## Richelle Tague

### Grant Management and Housing Support

#### Education

*Bachelor of Science in  
Business Administration  
(Emphasis in  
Accounting); California  
Baptist University*

#### Areas of Expertise

*Grant-Related Services*

*Non-Profit Organization  
Accounting*

*Database Management*

#### 8 Years' Experience

Ms. Tague provides grant administration support for Willdan's grant engagements. She provides review and evaluation of sub-recipient CDBG, HOME and ESG grant applications, invoice review, procedures development, preparation of cash drawdowns and budget progress reports for funded projects.

As an analyst within Willdan Financial Services, Ms. Tague assists in the research and analysis required to resolve local government financial issues related to district and grant administration, including database management, research of applicable laws and regulations, and report preparation.

Further, Ms. Tague is involved in auditing services, for which she has worked with a number of cities and developers related to the reimbursement of public facilities. She is also part of the on-call grant services team and is responsible for providing fiscal, reimbursement review, reporting, and budget support to agencies on an as-needed basis.

Ms. Tague came to Willdan with six years of combined finance and accounting experience. Prior to joining Willdan, she worked for the American Red Cross and was responsible for the day-to-day grant fiscal administration for federally funded programs, such as Community Development Block Grant (CDBG) and various National Emergency Grants (NEG). Previous services performed by Ms. Tague related to federal grants included:

- Preparation of drawdown requests;
- Accounts payable and payroll;
- Monitoring of grant expenditures and project milestones;
- Development of policies and procedures to implement new grants and projects; and
- Analysis and preparation of statistical information used for performance reporting (i.e., number of participants served, income levels, demographics etc.).

#### Relevant Project Experience

**Grant Administration Services, City of Moreno Valley, California.** Grant Administration Support. Ms. Toque teamed up with Ms. Zaskia Jones to assist with the review of invoicing received by sub-recipients, preparation of the City's Annual Action Plan, and the annual CAPER.



## Jane E. Freij

### Labor Compliance Manager

#### Education

1982, BA, Linguistics,  
University of Kansas

1993, Attorney Assistant  
Training Program,  
Litigation/ Corporations,  
University of California,  
Los Angeles

#### 30 Years' Experience

**Ms. Jane E. Freij** is an experienced Administrative/Project Manager with a proven record of profitability achieved through comprehensive and effective management of time and budget. Key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. As a Supervising Labor Compliance Manager, Ms. Freij provides oversight of labor compliance monitoring services for various federally-funded projects under FHWA, FTA, HUD, and EPA. She is familiar with the FHWA federal funding administration process from field review and request for authorization to final invoicing and has specialized training in the reporting requirements and fraud detection and prevention procedures for projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA).

Ms. Freij has a strong legal background, having served as a paralegal and senior paralegal for litigation attorneys in the areas of real estate, land development, and contract law. She is experienced in Microsoft Word, Microsoft Excel, and Lexis-Nexis research software.

#### Relevant Project Experience

**China Lake Boulevard Construction Management from Upjohn to Bowman Road, City of Ridgecrest, California.** Labor Compliance. Construction management and inspection services for street rehabilitation on China Lake Blvd from Upjohn to Bowman Rd. Willdan is providing construction management, inspection, labor compliance, quality assurance materials testing, and federal funding compliance.

**Federal Highway Administration (FHWA) Labor Compliance, Various Cities, California.** Responsible for providing supervisory federal and state labor compliance services for FHWA funded projects in the following cities:

- |                        |                         |
|------------------------|-------------------------|
| ▪ Baldwin Park         | ▪ Paramount             |
| ▪ Calabasas            | ▪ Pico Rivera           |
| ▪ Coachella            | ▪ Placentia             |
| ▪ Commerce             | ▪ Pomona                |
| ▪ Hawaiian Gardens     | ▪ Rancho Palos Verdes   |
| ▪ Huntington Park      | ▪ Rolling Hills Estates |
| ▪ La Cañada Flintridge | ▪ Rosemead              |
| ▪ La Mirada            | ▪ South Gate            |
| ▪ La Puente            | ▪ South Pasadena        |
| ▪ Lakewood             | ▪ Thousand Oaks         |
| ▪ Maywood              | ▪ Westlake Village      |
| ▪ Monterey Park        |                         |

**Community Development Block Grant (CDBG) Labor Compliance, Various Cities, California.** Responsible for providing supervisory federal and state labor compliance services for CDBG funded projects administered by the U.S. Department of Housing and Urban Development (HUD) and the Los Angeles County Community Development Authority (LACDA) in the following cities:

- |                    |                  |
|--------------------|------------------|
| ▪ Bell Gardens     | ▪ Maywood        |
| ▪ Burbank          | ▪ Paramount      |
| ▪ Calimesa         | ▪ Pico Rivera    |
| ▪ Commerce         | ▪ Rosemead       |
| ▪ Hawaiian Gardens | ▪ San Marino     |
| ▪ La Mirada        | ▪ South El Monte |
| ▪ Lawndale         | ▪ South Gate     |





**Safe Routes to School, City of Hawaiian Gardens, California.** Labor Compliance Manager. Willdan Engineering provided professional engineering services for the Safe Routes to School (SRTS) Project. The project consisted of the preparation of plans, specifications and estimate (PS&E) for street and traffic design including field survey, environmental documentation, utility coordination, contract administration, record drawings, construction inspection and labor compliance. The improvements for street and traffic surround Fedde Middle School, Furgeson and Hawaiian Elementary School. The federal SRTS was in the amount of \$611,000. The project improved signing and striping, ADA access ramps, provide raised pedestrian crosswalks and pedestrian traffic control devices.

**Local Street Overlay, City of Norwalk, California.** Responsible for payroll review/project oversight. The project improvements include installation of AC pavement; reconstruction of road sections; replacement of damaged curb and gutter, drive approaches, sidewalks, and cross-gutters; installation of ADA ramps; replacement of striping, legends, traffic loops, water cans and covers; and adjustment of manholes. The project will utilize Community Development Block Grant (CDBG) funds, with a construction contract period estimated to be 90 working days. The construction contract has been awarded to Hardy & Harper, Inc. in the amount of \$1,876,000.

**Bradford/Madison Street Improvement, City of Placentia, California.** Labor Compliance Manager. Responsible for providing labor compliance services for this project which involved providing professional construction engineering and funding administration for the Bradford/Madison Street Improvement Project. Willdan also provided construction management and construction inspection services for the ARRA funded project. The project involved the removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalks and curbs, planting of street trees, and other appurtenant work.

**Third Street Improvements, City of Calimesa, California.** Labor Compliance Manager. Responsible for providing labor compliance services for this project which involved providing professional construction engineering and funding administration for the Third Street Improvement Project. Willdan also provided construction management and construction inspection services for the ARRA funded project. The project involved the removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalk and curbs, planting of street trees, and other appurtenant work.

**Saturn Avenue Street Improvements, City of Huntington Park, California.** Labor Compliance Manager. Responsible for labor compliance services for this \$1.9 million street improvement project, which is funded through the Federal Highway Administration (FHWA) and administered by the California Department of Transportation (Caltrans) utilizing American Recovery and Reinvestment Act (ARRA) funds. Ms. Freij is also assisting the City with grant administration services.



## Amanda Perez

### Labor Compliance Specialist

#### Education

AS, Human Resources  
Management, Mount San  
Antonio College

AS, Business  
Administration, Mount  
San Antonio College

#### Certifications

Certificate of  
Achievement, Business  
Management I-III

Certificate of  
Achievement, Human  
Resources Management  
I-III

Certificate of  
Achievement,  
International Business I

**11 Years' Experience**

Ms. Perez currently supports 15 engineers and prepares proposals, contracts, and other technical documents. She is responsible for issuing invoicing, progress payments, and schedules and maintaining detailed accurate records. She conducts comprehensive audits of projects for the Director of Construction Management & Inspection Services for accuracy and compliance. She is experienced with methodical and precise technical and legal document editing and is proficient in conducting research from databases and other sources in the preparation of documents and for reporting to management. She monitors Labor Compliance projects to ensure conformity to Federal and State regulations and assists the manager with larger-scale labor compliance contracts.

She previously served as Executive Assistant to the Vice President of Human Resources and HR Specialist. She was involved with documentation, training and development, audits, compensation and benefits, event planning, project management, and database maintenance for a multi-million-dollar communications firm.

#### Relevant Project Experience

**Pavement Rehabilitation on Various Streets and Fishburn Avenue Improvement Project FY 17-18, City of Bell, California.** Labor Compliance Specialist. Willdan is providing project management, contract administration, construction observation, utility coordination, material testing and labor compliance services for the Pavement Rehabilitation on various streets and Fishburn Avenue Improvement Project.

**Downs Street Widening, City of Ridgecrest, California.** Labor Compliance Specialist. Willdan provided civil and traffic engineering design, environmental compliance, right-of-way acquisition, and bidding assistance and is providing resident engineering, construction management, inspection, quality assurance materials testing, federal funding administration, and labor compliance services for widening improvements to close a 1,500-foot gap between Ridgecrest Boulevard and Upjohn Avenue. The project's goal was to widen the narrow street segment to an ultimate width to match the other previously widened segments at both ends. The project was split into two phases – east and west – for funding purposes.

**Residential Street Overlay FY 2017-2018, City of Hawaiian Gardens, California.** Labor Compliance Assistant. Responsible for providing labor compliance services for this Community Development Block Grant (CDBG) project, with a project cost of approximately \$505,000, administered through the Los Angeles Community Development Authority (LACDA).

**Traffic Signal at 12 Locations, City of Lynwood, California.** Labor Compliance Assistant. Responsible for providing labor compliance services for this \$1 million traffic signal improvements project funded with Proposition C funds and subject to State of California Department of Industrial Relations (DIR) labor compliance and prevailing wage requirements.

**Reconstruction of McGee Alleys, City of Whittier, California.** Federal Labor Compliance Assistant. Responsible for providing labor compliance services for this Community Development Block Grant (CDBG) project, with a project cost of approximately \$225,000 and administered through the Los Angeles Community Development Authority (LACDA).

**Sidewalk Improvements Citywide, City of Pico Rivera, California.** Federal Labor Compliance Assistant. Responsible for providing labor compliance services for this Community Development Block Grant (CDBG) project, which involved removing and replacing ADA-compliant wheelchair ramps citywide and which had a project cost of approximately \$234,000 and was administered by the Los Angeles Community Development Authority (LACDA).



## Edward Cox

### Labor Compliance Specialist

#### Education

United Association 250  
Apprentice Program

#### 32 Years' Experience

As a Labor Compliance Specialist, Mr. Edward Cox has been instrumental in validating the compliance of prime contractors and their subcontracted companies with prevailing wage requirements. He makes regular jobsite visits to conduct on-site interviews of employees to confirm their identities, wage rates, and work classifications and to verify workforce utilization. In addition, Mr. Cox receives and analyzes contractor-submitted certified payroll reports and supplemental documentation such as apprenticeship certification, deduction authorizations, and fringe benefit statements and compares this documentation with job-site observations and interviews to determine compliance with applicable regulations. He communicates directly with contractors and subcontractors in order to resolve labor compliance issues; when necessary, he coordinates with local agencies and ensures the enforcement of contractor compliance through the withholding of progress and/or retention payments. Prior to joining Willdan, Mr. Cox organized and implemented construction projects involving large retail corporations. Mr. Cox served as a project manager and site superintendent.

#### Relevant Project Experience

Mr. Cox has been responsible for the enforcement of labor compliance regulations and jobsite visits for a number of projects, including the following:

- **Various Airport Projects, City of Long Beach.** Mr. Cox monitors and ensures compliance with applicable labor standards and performs on-site employee interviews during the construction of various airport construction projects for the City of Long Beach.
- **Emergency Operations Center, City of Commerce.** Construction of an 1,850-square foot City building with security features at a cost of approximately \$700,000 utilizing funding from the U.S. Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA).
- **Transportation Center Painting (Interior & Exterior), City of Commerce.** Project funded through the Federal Transit Administration (FTA) in the amount of \$70,000.
- **Valley Boulevard Improvements, Phase II, City of La Puente.** Project funded with Community Development Block Grant (CDBG) funds in the amount of \$1.2 million.
- **ADA Access Ramps and Sidewalks Project, City of Temple City.** Citywide sidewalk improvements utilizing nearly \$400,000 in CDBG funds.
- **Bus Washing System Installation, City of Commerce.** Facility enhancements funded through an FTA grant in the amount of \$300,000.
- **145th Street and Manhattan Beach Boulevard Alleys, City of Lawndale.** Street resurfacing and sidewalk, curb, and gutter improvements in 145th and Manhattan Beach Boulevard alleys utilizing CDBG funds with a construction cost of \$320,000.
- **Traffic Signal Installation at Rimpau Avenue & California Avenue, City of Corona.** Project funded through the Federal Highway Administration (FHWA) in cooperation with the California Department of Transportation (Caltrans) involving street enhancements and traffic signal installation with a construction cost of approximately \$800,000.
- **Bus Shelter Construction Project, City of Commerce.** Installation of 86 bus shelters with associated concrete and painting; construction cost of nearly \$700,000 in FTA funding.



## C. Prior Related Firm Experience

### Highlighted Relevant Projects

Provided below for your review and consideration are highlighted relevant projects Willdan has selected to showcase our experience. These project descriptions also include client contact information and key staff assigned as requested in the RFP. We are proud of our reputation for customer service and encourage you to contact our past clients concerning our commitment to completing these assignments within the agreed upon project timelines and budget.

<b>City of Moreno Valley</b> Willdan is currently providing Grant Administration Services to administer the City's Housing and Urban Development (HUD) Programs, Services and Activities Related to Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME), Emergency Solutions Grant (ESG), and Neighborhood Stabilization Program Grant (NSP).	<b>City of Ventura</b> Willdan has provided technical assistance and monitoring services required for the administration of the City's CDBG and HOME Programs. Willdan previously assisted the City with the preparation of its Annual Action Plan and the updating of its Five-Year Consolidated Plan.	<b>City of Temple City</b> Willdan is currently providing technical assistance with the administration of the City's Community Development Block Grant (CDBG) funded Housing Rehabilitation Program.
<u>Staff Assigned:</u> Salvador Lopez Jr., Jennifer Maria, Natalia Lopez, Bob Quaid, Sandra Medrano, Jane Freij  <u>Client Contact:</u> Marshall Eyerman <i>Chief Financial Officer</i> Tel # (951) 413-3021	<u>Staff Assigned:</u> Al Warot, Patrick Goode  <u>Client Contact:</u> Jennie Buckingham <i>Senior Planner, Economic Development and Revitalization Division</i> Tel #: (805) 658-4729	<u>Staff Assigned:</u> Salvador Lopez Jr., Sandra Medrano, Jane Freij  <u>Client Contact:</u> Scott Reimers <i>Planning Manager</i> Tel # (626) 656-7316

# CDBG, HOME and Other Development Experience

The following table shows the extent of our CDBG, HOME, and other Community Development Experience for municipalities throughout California.

WILLDAN ENGINEERING - COMMUNITY DEVELOPMENT EXPERIENCE							
CLIENT	SUCCESSFUL GRANT APPLICATIONS	CDBG ADMINISTRATION	RENTAL ASSISTANCE	FIRST-TIME HOMEBUYER	RESIDENTIAL REHABILITATION	COMMERCIAL REHABILITATION	ECONOMIC DEVELOPMENT & REDEVELOPMENT
City of Agoura Hills	•	•					
City of Alhambra					•	•	
City of Anaheim		•	•				•
Town of Apple Valley					•		
City of Arcadia					•		
City of Azusa	•				•	•	
City of Baldwin Park					•		
City of Bell	•	•			•	•	
City of Bellflower	•	•			•		
City of Bell Gardens	•	•			•	•	
City of Beverly Hills		•					
City of Burbank		•			•		
City of Calimesa	•	•			•		
City of Carson					•		
City of Cerritos							•
City of Chino		•					
City of Clearlake	•	•			•		
City of Colusa	•	•			•		
County of Colusa	•	•			•		
City of Commerce		•					
City of Corona		•					
City of Costa Mesa		•			•		•
City of Covina		•					
City of Cudahy		•					
City of Culver City	•		•		•		
City of El Monte		•					
City of Escondido		•					
City of Fountain Valley		•					
City of Fresno							•
City of Glendale			•				
City of Goleta			•				
City of Greenfield					•		
County of Glenn							•
City of Hanford		•			•		
City of Hawaiian Gardens	•	•	•		•	•	•
City of Hawthorne			•				
County of Humboldt							•
City of Huntington Park				•	•	•	
City of Irwindale					•		•
City of Jackson		•					
City of La Cañada Flintridge		•			•		
City of La Habra		•	•		•	•	•



## WILLDAN ENGINEERING - COMMUNITY DEVELOPMENT EXPERIENCE

CLIENT	SUCCESSFUL GRANT APPLICATIONS	CDBG ADMINISTRATION	RENTAL ASSISTANCE	FIRST-TIME HOMEBUYER	RESIDENTIAL REHABILITATION	COMMERCIAL REHABILITATION	ECONOMIC DEVELOPMENT & REDEVELOPMENT
City of La Mirada					•		
City of Lake Forest		•					•
City of Lancaster					•		•
City of La Puente		•				•	•
City of Lawndale						•	
City of Lincoln					•		
City of Long Beach		•			•		
County of Los Angeles					•	•	•
City of Lynwood	•	•			•		•
City of Marysville				•	•		
City of Maywood							•
City of Mendota							•
City of Montebello					•		
City of Norco					•		
City of Ontario		•			•		•
County of Orange		•					
City of Orange Cove							•
City of Oroville		•			•		
City of Palmdale		•					•
Town of Paradise					•		
City of Paramount	•	•			•	•	•
County of Placer	•	•			•		
City of Pomona		•	•				
City of Rancho Cordova					•		
City of Rancho Cucamonga		•			•		
City of Redondo Beach		•					
City of Rialto						•	
City of Rolling Hills Estates		•					
City of Rosemead	•	•		•	•	•	
City of Sacramento		•					
City of San Bernardino		•					
City of San Buenaventura		•					
City of San Gabriel		•			•	•	
City of San Joaquin	•	•		•	•		
City of Santa Ana					•		
City of Santa Monica		•	•		•		
City of Sierra Madre	•				•		•
City of Signal Hill							•
City of Simi Valley		•					
City of South El Monte		•			•		
City of South Lake Tahoe					•		
City of Susanville	•	•			•		
City of Taft		•					
City of Tehama					•		
City of Temple City		•			•		
City of Thousand Oaks					•		
City of Turlock		•					
City of Upland	•		•		•	•	•



## WILLDAN ENGINEERING - COMMUNITY DEVELOPMENT EXPERIENCE

CLIENT	SUCCESSFUL GRANT APPLICATIONS	CDBG ADMINISTRATION	RENTAL ASSISTANCE	FIRST-TIME HOMEBUYER	RESIDENTIAL REHABILITATION	COMMERCIAL REHABILITATION	ECONOMIC DEVELOPMENT & REDEVELOPMENT
County of Ventura		●			●		
City of Victorville					●		
City of Waterford	●				●		
City of West Hollywood		●			●	●	
City of Westlake Village					●		
City of West Sacramento					●		
City of Wheatland					●		
City of Whittier							●
City of Williams					●		
City of Woodland		●		●	●		●





## D. Pricing and Compensation

Willdan proposes the following fee estimates to provide Community Development Block Grant (CDBG) Implementation and Administration Services to the City of Bell Gardens for a year with four possible one-year extensions (for a total of five years) contract period. The proposed fees have been based on the city's available CDBG and CDBG-CV monies identified in the RFP.

A total not-to-exceed price for Tasks required in the RFP (Tasks 1 – 21 in the RFP) is **\$240,452.00**. Our hourly breakdowns are shown below. A total not-to-exceed price for Section 108 Loan (Task 22 in the RFP) will be at an additional cost of **\$5,075.00** for the City's consideration.

### Cost Estimate – CDBG Grant Application Type

#### Cost Estimate – General Administration/Reporting

Service Type	Time Estimate	Cost Estimate (Flat Fee)
<b>General CDBG Administration Services</b>	9 Hours per Week	\$64,893.00
<b>CARES Act Administration</b>	5 Hours per Week	\$37,451.00
<b>Section 108 - Funded Project Administration</b>	18 Hours per Week	\$138,108.00
<b>Section 108 Loan Application</b>	35 Hours	\$5,075.00

NOTE: General CDBG Administration Service fees include all costs for all administrative functions and general cyclical reporting.

#### Cost Estimate - Commercial Rehabilitation Program

Service Type	Cost Estimate
<b>Commercial Rehabilitation Program Administration</b>	<i>TBD</i>

NOTE: Fee provided upon request by the City.

### Staff Hourly Rates

Staff Member	Project Role	Hourly Rate*
<b>Salvador Lopez Jr.</b>	Principal-in-Charge	\$212
<b>Timothy Colon</b>	CDBG Administration Manager	\$145
<b>Robert Quaid, CPA</b>	CDBG Analyst	\$125
<b>Jennifer Maria</b>	CDBG Analyst	\$125
<b>Sandra Medrano</b>	Housing Rehabilitation Coordinator	\$110
<b>Natalia Lopez</b>	Grant Management and Housing Coordinator	\$115
<b>Helen Jones</b>	Grant Management and Housing Support	\$105
<b>Richelle Tague</b>	Grant Management and Housing Support	\$105
<b>Jane Freij</b>	Labor Compliance Manager	\$150
<b>Amanda Perez</b>	Labor Compliance Specialist	\$120
<b>Edward Cox</b>	Labor Compliance Specialist	\$120



## Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses. Examples of reimbursable expenses include but are not limited to: postage; travel expenses; mileage (current prevailing rate); and copying (currently 6¢ per copy). Any additional expense for reports or from outside services will be billed to the County. Charges for meeting and consulting with counsel, the County, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates. In the event that a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan's applicable rate schedule.

The City shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees to respond to the legal process of any governmental agency relating to the City or relating to the project identified herein. Reimbursement shall be at Willdan's rates in effect at the time of such response.



## E. Agreement Exceptions

Willdan has reviewed the City of Bell Garden's Agreement and shall meet these requirements upon selection.





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