

**Table A-7**  
**Estimated Vehicle License in Lieu of Property Tax – (VLF) Factor <sup>1</sup>**  
**16819 South Normandie Avenue Fiscal Impact Analysis**  
**City of Gardena**  
(In Constant 2018 Dollars)

| <b>Fiscal Year</b>    | <b>Vehicle License<br/>In Lieu (Property Tax) <sup>1</sup></b> | <b>Assessed<br/>Valuation (AV) <sup>2</sup></b> | <b>VLF per<br/>\$1,000,000 AV <sup>3</sup></b> |
|-----------------------|--|---|--|
| 2012-2013             | \$4,688,985  | \$4,781,364,434                                 | \$980  |
| 2013-2014             | \$4,858,597  | \$4,954,318,478                                 | \$980  |
| 2014-2015             | \$5,067,053  | \$5,166,881,994                                 | \$980  |
| 2015-2016             | \$4,900,000  | \$5,452,840,049                                 | \$900  |
| 2016-2017             | \$5,250,000  | \$5,686,695,252                                 | \$920  |
| <b><i>Average</i></b> |  |   | <b><i>\$950</i></b>                            |

1. The property tax in lieu VLF amounts are from the City's budget as cited below.
2. City assessed valuation is from the County Assessor report as cited below.
3. Estimated VLF per \$1,000,000 AV is rounded to the nearest tens.

Sources: Stanley R. Hoffman Associates, Inc.

City of Gardena, *Adopted Budget, Fiscal Year 2016/2017 and 2017/2018*

County of Los Angeles, *Annual Reports 2013, 2014, 2015, 2016*

**Table A-8**  
**General Fund Net Public Works and Community Development Cost Factors**  
**16819 South Normandie Avenue Fiscal Impact Analysis**  
**City of Gardena**  
(In Constant 2018 Dollars)

| Category  | Adopted<br>FY 2017-2018<br>Amount |
|---|-----------------------------------|
| <b>A. PUBLIC WORKS NET COSTS</b>                                    |                                   |
| Total Public Works Costs  | \$2,993,065                       |
| <i>minus</i>  |                                   |
| Special/Entertainment Permits                                       | \$235,000                         |
| Trucking Impact Fee   | 15,000                            |
| Tipping Fees - CDS Refuse   | 235,000                           |
| Industrial Waste/Strong Motion/Runoff Fees                          | 201,700                           |
| Miscellaneous Fees (Public Works)                                   | 63,500                            |
| Sewer User Fees   | 35,000                            |
| Other Public Works  | 101,200                           |
| CIP and Engineering Costs Reimbursed                                | <u>375,000</u>                    |
| Total One-Time Fees   | \$1,261,400                       |
| <i>equals</i>   |                                   |
| Net Recurring Public Works Costs                                    | \$1,731,665                       |
| <i>divided by</i>   |                                   |
| Service Population <sup>1</sup>                                     | 74,811                            |
| <i>equals</i>   |                                   |
| <b>Net Public Works Cost Factor per Service Population</b>          | <b>\$23.15</b>                    |
| <br><b>B. COMMUNITY DEVELOPMENT NET COSTS</b>                       |                                   |
| Total Community Development Costs                                   | \$1,574,340                       |
| <i>minus</i>  |                                   |
| Building and Other Permits  | \$1,103,500                       |
| Public Service/Development Fees                                     | 50,000                            |
| Planning - Fees   | <u>535,000</u>                    |
| Total One-Time Fees   | \$1,688,500                       |
| <i>equals</i>   |                                   |
| Net Recurring Community Development Costs                           | (\$114,160)                       |
| <i>divided by</i>   |                                   |
| Service Population <sup>1</sup>                                     | 74,811                            |
| <i>equals</i>   |                                   |
| <b>Net Community Development Cost Factor per Service Population</b> | <b>not projected</b>              |

1. Service population represents the total resident population plus 50 percent of the employment that commutes into the City.

Sources: Stanley R. Hoffman Associates, Inc.

City of Gardena, *Adopted Budget, Fiscal Year 2016/2017 and 2017/2018*

**Table A-9**  
**General Fund Net Recreation, Human Services, Parks and Civic Facilities Cost Factor**  
**16819 South Normandie Avenue Fiscal Impact Analysis**  
**City of Gardena**  
(In Constant 2018 Dollars)

| <b>A. GENERAL FUND RECREATION, HUMAN SERVICES, PARKS AND PUBLIC FACILITIES EXPENDITURES</b> |  |   |                           |
|---|--|---|---------------------------|
| <b>Categories</b>   | <b>Adopted<br/>Fiscal Year<br/>2017-2018</b> | <b>Share<br/>Allocated<br/>to Project</b> | <b>Adjusted<br/>Costs</b> |
| Civic Building/Facility Maintenance <sup>1</sup>  | \$2,179,601                                  | 50%                                       | \$1,089,801               |
| Civic Center Grounds Maintenance <sup>1</sup>   | 1,403,574                                    | 50%                                       | 701,787                   |
| Tree Trimming   | 346,211                                      | 100%                                      | 346,211                   |
| H.S. Youth/Family Services  | 301,723                                      | 100%                                      | 301,723                   |
| Leisure Services  | <u>2,129,160</u>                             | <u>100%</u>                               | <u>2,129,160</u>          |
| <b>Total</b>  | <b>\$6,360,269</b>                           |   | <b>\$4,568,682</b>        |

**B. CALCULATION OF RECREATION, HUMAN SERVICES, PARKS AND PUBLIC FACILITIES NET COST FACTOR**

|   |                   |                |
|---|-------------------|----------------|
| Adjusted Costs  |                   | \$4,568,682    |
|   | <i>divided by</i> |                |
| Population  |                   | 60,721         |
|   | <i>equals</i>     |                |
| <b>Net Recreation, Human Services, Parks and Public Facilities Cost Factor per Capita</b> |                   | <b>\$75.24</b> |

1. Civic facilities maintenance costs for the project are not assumed to increase on a one-to-one basis. Therefore, the fiscal analysis projects these costs at a marginal rate of 50 percent of direct recurring costs.

Sources: Stanley R. Hoffman Associates, Inc.  
City of Gardena, *Adopted Budget, Fiscal Year 2016/2017 and 2017/2018*

## **APPENDIX B PROJECT REFERENCES**

### **City of Gardena**

#### Community Development Department

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William Kavadas, former Planning Assistant, 310.217.9576  
WKavadas@cityofgardena.org

### **West Realty Group**

Lee Johnson, Principal, 310.892.2244

### **Hinderliter de Llamas and Associates**

hdlcompanies.com

### **Los Angeles County Assessor's Office**

assessor.lacounty.gov

### **Los Angeles County Auditor-Controller's Office**

auditor.lacounty.gov

# CITY COUNCIL MEETING

## AGENDA STAFF REPORT

|                 |                       |
|-----------------|-----------------------|
| Agenda Item No. | 8. B. ( )             |
| Department:     | COMMUNITY DEVELOPMENT |
| Meeting Date:   | 09/11/2018            |
| Resolution No.: | 6341                  |

### AGENDA TITLE:

**RESOLUTION NO. 6341** Approving the Summary Vacation of an Easement for Storm Drain and Appurtenant Structures and Incidental Purposes Located Pursuant to the Summary Vacation Procedures of Streets and Highways Section 8330 et seq.

**PROJECT ADDRESS:** Easement that lies between Wadkins Avenue on the west, Van Ness Avenue on the east, Rosecrans Avenue on the north and 144<sup>th</sup> Street on the south.

### RECOMMENDATION:

Staff respectfully recommends that the City Council adopt Resolution No. 6341, approving the summary vacation of an easement for storm drain and appurtenant structures and incidental purposes located pursuant to the Summary Vacation Procedures of Streets and Highways Section 8330 et seq.

### BACKGROUND AND SUMMARY:

On January 27, 1959 an easement for storm drain and appurtenant structures and incidental purposes was recorded as Instrument No. 4391 in Book D346, Page 140 of Official Records of the County of Los Angeles ("Easement"). The location of the easement lies on the properties shown on the maps attached hereto as Exhibit B. The Easement was originally recorded in favor of the County of Los Angeles but was transferred to the City at the time the property was annexed to Gardena.

Part of the easement lies within the property for which the 40-unit project at 14321 Van Ness was recently approved. In order to provide clear title to the property, it is necessary that the easement be vacated. As there is no need for any portion of the public utility easement, staff recommends that the entire easement be vacated to clear title for all of the impacted properties.

### ANALYSIS

Streets and Highways Code section 8330 et seq. (Chapter 4 – Summary Vacation) provides procedures for the Summary Vacation of a street or easement. Section 8333(a) provides that a public service easement may be summarily vacated when the easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation. This requirement has been satisfied and use of this procedure is proper.

**IN CONCLUSION**, Staff respectfully recommends that the City Council adopt Resolution No. 6341.

\_\_\_\_\_  
**Raymond Barragan, Community Development Manager**

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

# **EXHIBIT E**

## **Management Plan for**

### **The Normandie Ave. Apartment Communities**

located at: 16819 Normandie Ave. Gardena

# Normandie Apartments

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# Normandie Apartments

## 1.0 Executive Summary

The Normandie Management, LLC (which shall be referred to as NM) has been formed for the purpose of the development and management of 64 units within one apartment building located at 16819 Normandie Ave. in Gardena, CA. NM will be providing apartments at market rate rents. By being involved in each step of the way from development to rental, we at NM can ensure our customers that they are receiving the highest quality living. Will be providing high quality housing that offers both up-to-date technological amenities as well as state-of-the-art living conditions at affordable rental rates. At this time, the building will be referred to as "Normandie Ave. Apartments." Normandie Ave. Apartments will foster an atmosphere and a quality of life that is of the highest standards. Customer satisfaction, safety and an overall healthy working relationship are our main goals at NM.

### 1.1 Objectives

1. Provide reasonably priced rental housing units in an area with a lack of newly built affordable priced apartments.

### 1.2 Mission

Normandie Ave. Apartments will provide high-quality, comfortable rental apartments in Gardena. Our apartments will offer state-of-the-art architectural design and living conditions reflective of today's technology and a growing need for quality housing in the area. Our company is dedicated to a hassle-free living environment in which our tenants can enjoy all the benefits of safe, attractive, and inviting units. Unlike many other real estate companies that are solely concerned with turning profits, NM is to maintain the highest level of customer satisfaction that is achievable. Tenant safety, happiness, and comfort are extremely important to our operations.

Normandie Ave. Apartments is being built to compliment the local area in three main aspects: design, usability, and functionality. The apartments are designed to be priced at market rent rates. Within the company, we have strived to work as a cohesive, harmonious unit focused on exemplifying our mission. Just as customer satisfaction is an intricate part of NM's success, so is employee satisfaction. That is why the founders of NM believe that employee satisfaction will make the company a success and will be the key to their longevity.

### 1.3 Keys to Success

1. Safe, quality housing that provides state-of-the-art amenities at competitive prices.
2. Maintaining open communication between NM and its residents to ensure the highest level of customer satisfaction and long lasting reputation within the community.
3. Experienced staff with professional leasing and management experience.

## 2.0 Company Summary

NM has been formed for the development and management of the apartments at 16819 Normandie Ave. Primary experience and expertise has been in the development of high-quality, urban infill projects such as condos, apartments and mixed-use buildings. Its members have years of experience in all aspects of real estate.

# Normandie Apartments

## 2.1 Company Ownership

NM has been created as a Limited Liability Corporation. It will be owned by its investors who are also the Developers of the project. Their intention is for long-term holding and managing of the Normandie Ave. Apartments.

## 2.2 Company Locations and Facilities

NM will lease and manage the apartments from a leasing office located within the building during business hours. This office will also be available for maintenance, janitorial and repair service staff during business hours and we expect to have a minimum of one live-in manager on the premises. For after-hours emergencies, we will have a 24-hour phone number to call in addition to the live-in manager.

## 3.0 Management Operations

Management of operations will focus on 4 main areas:

1. Leasing.
2. Maintenance and repair (including emergencies).
3. Accounting of all business operations.
4. Security of tenants and property.

## 3.1 Management Team

The management team will be mostly departmentalized. Employees are delegated tasks based upon their specialty. Initial staff will include members already integrated with NM as well as additional staff with appropriate experience. At NM, we prefer to hire staff rather than outsource to ensure that our customer service and quality of work remains consistent with NM's mission.

The initial expected staffing is as follows:

-2 full-time managers: Job responsibilities include managing operations, overseeing staff, overseeing advertising and accounting. Responsibilities may also include some after-hours emergency calls if needed.

-2 part-time leasing agents: Job responsibilities will be leasing of the residential units. This includes follow-up on advertising, communications with prospective tenants, apartment showings, processing of paperwork and tenant move-ins.

-1 part-time maintenance technician: Job responsibilities will include all in-house maintenance and repair issues including after-hour emergency calls. Job responsibilities may also overlap with janitorial staff.

-1 part-time janitorial personnel: Job responsibilities will include 6 times per week cleaning and maintenance. Job responsibilities may overlap with the maintenance technician and may also include after-hours emergencies.

-In addition to our regular staff, there may be occasion to use trained temp-staffing to fill in any gap or emergency that may arise.

## 3.2 Leasing

The leasing of the apartments will be performed in a manner that is professional, consistent with our customer service objectives and in accordance with all local, state and federal guidelines. At NM, we have a vested interest

## Normandie Apartments

in creating and maintaining a relationship with our residents. We want to provide great apartments with great customer service. This includes making the leasing process as hassle-free as possible.

### 3.2.1 Leasing Process

Normandie Ave. Apartments will be leased to market rate rental residents. The process for leasing an apartment will include the following steps:

1. An application must be completed to determine credit worthiness, income eligibility, and rental history. At NM, we are experienced in processing this type of information quickly and efficiently. We also understand the importance of protecting an individual's privacy and personal information. Only limited authorized staff or auditors will have access to sensitive personal information of applicants and tenants.
2. After eligibility is approved and verified with the appropriate backup documents, we will sign a lease for the specific apartment to be rented. The minimum lease term shall be 30 days. At the time of lease signing we shall collect the first month's rent and an applicable security deposit.
3. If an applicant is denied based on credit or eligibility requirements they shall receive a written notice of such denial.
4. Once a lease is signed then the new tenant receives copies of the signed lease, rules and regulations, Gym rules and a packet of helpful information regarding the building and the local area. Move in is scheduled for all new tenants so as not to conflict with other move-ins.

### 3.2.2 Leasing Documents

The leasing documents are generally composed of the following items:

1. Application
2. Lease
3. Rules and Regulations
4. Addendums

# Normandie Apartments

## 3.2.2.1 Application

### NORMANDIE AVE. APARTMENT RENTAL APPLICATION

#### OCCUPANT

Name \_\_\_\_\_ CoApplicant/Guarantor \_\_\_\_\_

Driver's License No. \_\_\_\_\_ Social Security No. \_\_\_\_\_ DOB \_\_\_\_\_

Phone: Home \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

#### EMPLOYMENT HISTORY

Current Employer \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

Gross Monthly Salary \_\_\_\_\_ Position \_\_\_\_\_ How long? \_\_\_\_\_

Other income sources \_\_\_\_\_ other gross monthly income \_\_\_\_\_

Co-applicant/Guarantor's Employer \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

Gross Monthly Salary \_\_\_\_\_ Position \_\_\_\_\_ How long? \_\_\_\_\_

Other income sources \_\_\_\_\_ other gross monthly income \_\_\_\_\_

#### RENTAL HISTORY

Present Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Rent \_\_\_\_\_ Own \_\_\_\_\_ Rental/Mortgage Amount Paid Monthly \_\_\_\_\_ From/To \_\_\_\_\_

Reason for leaving \_\_\_\_\_

Landlord's Name/Mortgage Co. \_\_\_\_\_ Phone # \_\_\_\_\_

Previous Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Rent \_\_\_\_\_ Own \_\_\_\_\_ Rental/Mortgage Amount Paid Monthly \_\_\_\_\_ From/To \_\_\_\_\_

Reason for leaving \_\_\_\_\_

Landlord's Name/Mortgage Co. \_\_\_\_\_ Phone # \_\_\_\_\_

#### BANKING REFERENCE

Name \_\_\_\_\_ Phone# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account # \_\_\_\_\_ Checking \_\_\_\_\_ Savings \_\_\_\_\_ Balance \_\_\_\_\_

#### OTHER INFORMATION:

In the past have you failed to perform any obligation of a rental agreement or have you been a defendant in an eviction lawsuit?

If yes. Explain \_\_\_\_\_

Any pets(describe) \_\_\_\_\_

In case of emergency notify \_\_\_\_\_ relationship \_\_\_\_\_  
phone \_\_\_\_\_

The information on this application is true and correct to the best of my knowledge. I hereby authorize NM or its agents to verify the above information and obtain either a consumer or investigative credit report from Contemporary Information Corp. I understand that the \$ fee for verifying this rental application is not a deposit, will not be applied to any rent, or refunded even if the application to rent is declined.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Normandie Apartments

## 3.2.2.2 Lease

The lease terms and conditions may be changed and updated from time to time.

### Residential Lease

This agreement made as of the date written below by \_\_\_\_\_, LLC "Lessee" does hereby lease to TENANT NAME "Lessee" herein, and Lessee hereby hires and takes the premises (as defined below) for the term specified subject to all of the terms and provisions set forth below:

1. **Premises:** The premises here leased are situated at Normandie Ave. APT \_\_\_\_\_, Gardena, CA \_\_\_\_\_.

2. (a) **Term.** The term of this Agreement shall be for a \_\_\_\_\_ month period commencing on Date Lease Starts. Any permitted holding over, with the permission of the landlord, after the term shall create only a month-to-month tenancy, terminable at any time thereafter by either party on 30 days written notice.

(b) **Notices.** The notices provided for herein or required by law to be served by the Lessee to the Lessor shall be served upon the Lessor, by certified mail or by delivering a copy thereof to Lessor at Leasing Office, or to such other place as Lessor shall from time to time designate to Lessee in writing.

3. **Rent.** The rent for the premises shall be the sum of Monthly rent in dollars (\$ \_\_\_\_\_) per month, which rent Lessee hereby agrees to pay at the office of Lessor or at such other places as Lessor may from time to time designate. Lessee expressly agrees to pay said rent each month in advance. If the term of this agreement commences on any day other than the first day of the calendar month, the rent for the second month shall be prorated to the first day of the calendar month and all monthly installments of rent payable by Lessee shall thereafter be paid in advance on the first day of each calendar month during the term.

(a) All rental payments received after the third (3rd) day from the due date shall be subject to a late fee of \$50.00. However, any payment not received by the first day from the due date shall be subject to a Three-Day Notice.

(b) Any returned check for any reason whatsoever shall be subject to a returned check fee of Twenty (\$20.00) Dollars.

(c) If the Lessor for any reason cannot deliver possession of said premises to Lessee at the commencement of said term, the Lessor shall not be liable to Lessee for any loss or damage resulting therefrom, but there shall be a proportionate deduction of rent; nor shall this lease be void or voidable for a period of ten (10) days thereafter; and if for any reason said premises cannot be delivered within said number of days, then Lessee may, prior to Lessor's delivery of the premises, declare this lease to be null and void and all money paid to Lessor shall be refunded to the Lessee.

4. **Utilities.** Lessee agrees to pay for utilities.

5. **Deposits.** In addition to the rent due hereunder, Lessee shall upon the signing of this Agreement, deposit with Lessor a SECURITY DEPOSIT in the amount of \$ \_\_\_\_\_. Said SECURITY DEPOSIT shall be paid for the faithful performance of Lessee's obligation for rent or any damages or destruction of the premises or any part thereof for which Lessee is responsible hereunder. Lessor may, at his option, repair such damage or destruction, and in addition to any other remedies hereunder, apply such security deposit towards payment of the costs of such repair. In the event that such security deposit shall be applied in any manner authorized, Lessee agrees within ten (10) days after demand from Lessor, to deposit with Lessor an amount sufficient to restore the security deposit to



## Normandie Apartments

the amount originally deposited hereunder. Failure to do so shall be a default hereunder. If actual costs of damage exceed the amount of the security deposit, Lessee shall personally pay any excess costs.

Lessee shall not apply any portion of this security deposit against unpaid rent. Authorized security deposits shall be accounted for within twenty-one (21) days after termination of residency and return of keys and transmitter(s).

6. **Use of Premises.** Lessee agrees to use the premises solely as a private residence, and that only the following persons and no others shall occupy the premises without the prior written consent of Lessor: The Lessee agrees to use the premises and all common areas made available to Lessee always in accordance with the Rules and Regulations attached hereto or hereinafter promulgated and further agrees not to violate any law or ordinance or any governmental authority with respect to the premises.

7. **Condition of Premises; Maintenance and Repair; Right of Inspection.** Lessee has inspected the premises and hereby accepts the premises in its as is physical condition, agreeing that no statement or representation as to the condition has been made by Lessor. Lessor may, at Lessor's option, and without being under any obligation whatsoever to do so, enter the premises during normal business hours to examine the same, to make such repairs or perform such maintenance as Lessor may deem necessary or desirable, or exhibit the premises to prospective tenants, workmen, or contractors. Lessee agrees to maintain the interior of the premises always during the term hereof in good and clean condition as good as the present condition of premises (reasonable wear and tear excepted) and to return the premises to Lessor in such condition at the end of the term. (but without limitation), Lessee shall pay for any expense, damage or repair condition by the stopping or overflow of waste pipes, bathtubs, water closets, wash basins, disposals, dishwashers or sinks.

8. **Assignment and Subletting.** Lessee agrees, as a condition of continuation of this Agreement, not to sell, assign, transfer, set over, mortgage, hypothecate, or in any manner dispose of this Agreement, its term, or any part of its term, or the premises, in whole or in part, without the written consent of Lessor. In the event Lessor at any time shall give such written consent, it shall not be construed as a waiver of any other written consent above required, or for any other time or for any other reason.

9. **Furniture and Fixtures.** In the event the apartment is all or partially furnished, then all such furniture and fixtures are and shall remain the property of Lessor and Lessee hereby agrees that, in the event of any damage or destruction to such furniture or fixtures during the term of this Agreement (reasonable wear and tear excepted), Lessee will pay promptly, on demand, all costs of repair or replacement of such furniture or fixtures. Lessee shall not remove any of such furniture or fixtures from the premises at any time.

10. **Pets.** Lessee agrees that no pet or pets may be kept in or about the premises without the prior written consent of the Lessor. In the event such consent is granted, it shall apply only to that pet specified. All decisions on pets shall be subject to the discretion of the Lessor and his decision in each case shall be final. In the event consent is given with respect to a pet, such consent may be later withdrawn at any time by the Lessor upon notice to the Lessee whereupon Lessee shall immediately remove the pet permanently from the premises. Lessee agrees to pay for any damage to the premises or to the furniture, furnishing or equipment therein, caused by any pet. Lessee agrees to pay to the Lessor the sum of \$ \_\_\_\_\_ per month upon receiving consent to have the pet in or about the premises, and an additional security deposit of \$ \_\_\_\_\_ which sum shall be held by the Lessor as an additional security deposit. Said additional security deposit shall be added to any deposit under Paragraph 5 above; and, upon the expiration of the occupancy, such security deposit may be applied by the Lessor for any purposes permitted under Paragraph 5.

11. **Alterations and Improvements.** Lessee agrees not to make any alteration of, or make or add any improvement of any kind to the premises without obtaining Lessor's written consent in advance, including without limitation, painting, wallpapering, permanent shelving and flooring and changing of locks. All alterations, additions or improvements in and to said premises shall be the property of Lessor and shall remain upon and be surrendered with the premises.

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(a) Lessee shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

12. **Damage and Destruction.** Lessee hereby indemnifies Lessor against, and agrees to pay on demand, for all reasonable costs of repair or restoration as a result of any damage or destruction to the premises or any part thereof resulting from the willful or negligent act of Lessee (and/or any person on the premises through or under Lessee's direction including without limitation, guests of Lessee). In particular, but without limiting the generality of the foregoing, Lessee indemnifies Lessor against any damage or destruction resulting from leaving windows open during rains or storms, unnecessary flows of water from pipes, faucets or other sources, failure to turn off electrical appliances or lights when not in use, and littering of the premises or adjoining common areas.

13. **Default by Lessee.**

(a) The occurrence of any one or more of the following events shall constitute a default hereunder by Lessee: (I) The abandonment of the premises by Lessee; (II) the failure by Lessee to make any payment of rent or additional rent required to be made by Lessee hereunder as and when due; and, (III) the failure by Lessee to observe or perform any of the other provisions of this lease to be observed or performed by Lessee if such failure shall not be cured within three (3) days after notice thereof.

(b) Whether or not the premises are re-let by Lessor, Lessee shall remain obligated under the lease and shall pay to Lessor, until the end of the term hereof, the amount of rent required to be paid by Lessee hereunder, provided however, that in the event Lessor does re-let the premises, Lessor shall apply the rent or other proceeds actually collected by it as a result of re-letting against any amounts due from Lessee hereunder. In the event Lessor elects to terminate this lease, it may recover, in addition to the rent which has accrued as of the time of termination, the worth at the time of the award of the amount of rent for the balance of the term after termination, less the amount of such rental loss which Lessee proves could have been or could reasonably be avoided.

(c) Lessee shall pay all expenses incurred by Lessor in recovering possession of the premises and re-letting or attempting to re-let the same and all costs, including attorney's fees, incurred by Lessor in exercising any remedy provided herein or in enforcing Lessee's obligations hereunder as a result of litigation or otherwise.

14. **Rules and Regulations.** You shall comply with all rules and regulations(attachment) which govern the building and any part of its property, and any alterations or changes in the rules and regulations which we, in our discretion, may adopt for the building. You covenant and agree that all rules and regulations continued in this Lease and those which may be adopted later by us and made known to you have the same force and effect as covenants of the lease, and you covenant and agree that you family and visitors will observe all such rules and regulations. In addition, we reserve the right to alter, amend, or modify these rules and regulations, and you agree to abide by any alterations, amendments or modifications.

15. **Subordination.** This Agreement shall, without further act on the part of Lessee, be subject and subordinate to the lien of any mortgage and/or deed of trust or other encumbrance which may now exist upon, or which may hereafter be placed by Lessor upon the premises or property including the premises.

16. **Waiver.** The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other time, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

17. **Possession.** Failure to deliver possession of the premises at the time herein agreed upon shall not subject Lessor to liability for damage beyond the amount of the deposit received from Lessee.

## Normandie Apartments

18. **Auto Parking (if applicable).** It is expressly understood and agreed that the assigned parking space at said premises is limited to private passenger vehicles and Lessee shall have no right to store any vehicles, boats or trailers or ANY other property on said parking space without written consent of Lessor. Car repairs, washing or painting are not permitted anywhere on the property. Lessee hereby grants to Lessor the undisputed right, with ten (10) days notice, to remove any vehicle from parking space which is inoperable in Lessor's opinion, and remains inoperable for ten (10) consecutive days. Lessee further agrees that any vehicle owned by Lessee remaining on the property after the termination of this Agreement may be immediately removed with full immunity from damages for such removal, on the part of the Lessor. Lessor shall not park, or allow anyone else to park, in any other space on Lessor's property. Lessee shall not assign or sublet any such parking space and Lessor may have unauthorized vehicles towed away. Upon ten (10) days written notice to Lessee, Lessor may terminate Lessee's parking privilege or change the size and/or location of Lessor's parking space.

19. **Lessor's Representative (if applicable).** Should the above premises be under the control of a resident manager, in that event Lessor appoints the resident manager as its duly authorized agent to manage the premises and to act for the purposes of services of process and for the purpose of receiving and receipting for all notices and demands.

20. **Attorney's Fees.** In the event a suit shall arise relating to the terms and conditions contained in this lease or the breach thereof, the losing party shall pay to the prevailing party reasonable attorneys fees which shall be fixed by the Court.

21. **Keys and Entry.** Lessee shall at all times provide Lessor with a key to all locks on the premises. Lessee shall allow Lessor or Lessor's representatives access to the unit for the purposes of making repairs or to inspect the unit, to show the unit to prospective tenants, purchasers, workmen or contractors.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Owner or Agent for Owner, "Lessor"

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Tenant, "Lessee"

### 3.2.2.3 Rules and Regulations

#### The Normandie Ave. Apartments RULES AND REGULATIONS (Attachment #1)

These rules and regulations are a binding part of your lease. A violation of any of these rules may be considered a failure to honor our lease obligations, and consequently, you may be considered in default and subject to legal action under the lease and the law.

1. **RENTAL PAYMENT** - Rent is due on or before the first day of each month. Checks should be made payable to the management company for the full amount of rent. Failure to pay all rent will expose all tenants in the apartment to eviction proceedings, and consequently, you will be subject for payment of Landlord's legal costs and fees. Please make arrangements well in advance to see that rent is paid in a timely manner. Rent is preferred in the form of a check or money order. Also, please be sure that your apartment number is clearly written on your check to help us properly credit your rent.

2. **PARTIES AND EXCESSIVE NOISE** - Be forewarned: The Landlord will vigorously enforce all Lease provisions with regard to excessive noise and parties. You are bound by you lease to be responsible for the behavior of your guests and to respect the rights of other tenants at The Normandie Ave. Apartments. After 10:00pm is considered quiet time. Again, you are responsible for the behavior of yourselves and your guests. If you have guests/a party and it causes any disturbance which is too big, uncontrollable, or disturbing others, management and/or the police will shut it down. Any violations of the party and noise provision of the lease will result in



## Normandie Apartments

written warnings being sent to the tenants and their guarantors. More than one written complaint for noisy behavior may be considered grounds for eviction. Likewise, if you find that you are disturbed or bothered by the behavior of other tenants, and you have failed in your attempts to remedy the situation, please contact management and/or the police to allow us to address the situation. All complaints made to management will be held confidentially.

**3. ILLEGAL USE OF PREMISES** - All residents agree not to engage in or permit unlawful activities. This includes under age drinking and illegal drug related activities in the apartment, hallways, common areas, or grounds.

**4. ALCOHOLIC BEVERAGES ON THE GROUNDS** - Alcoholic beverages shall not be consumed on the grounds, in the hallways, or in the common areas of The Normandie Ave. Apartments.

**5. SMOKING** - Smoking is NOT permitted in common areas of the property.

**6. GARBAGE AND RECYCLING** - All trash must be disposed of properly in the trash chutes or dumpsters conveniently around the property. It is mandatory to recycle in The Normandie Ave. Apartments. Recycling collection sites are located adjacent to each dumpster for newspaper, glass, cardboard, and metal cans. Glass and cans must be rinsed out. Each apartment has been provided with one recycling bin. Any bin that is not left at the end of the tenancy will be charged against your security deposit.

**7. LITTERING** - Residents and guests shall not litter the common areas or grounds of the complex. Personal property (bicycles, strollers, etc.), may not be left in the hallways or chained to trees, etc. Such items may be considered abandoned and disposed of by the management.

**8. BALCONIES AND YARDS** - Residents shall not store garbage on their balconies or yards. Residents shall not hang laundry outside. For safety reasons, please do not hang or place plants directly on top of balcony railings. All yards and balconies must be kept neat and clean.

**9. SERVICE REQUESTS** - All service and maintenance requests will be handled as promptly as possible. Please submit all service requests in writing by email or in the office mailbox. Requests should not be made directly to the maintenance staff, as this will upset the system we have in place to best serve our residents. If you have an emergency maintenance request after or before office hours, please contact our emergency number. Feel free to use this number anytime you are unable to contact the office with an emergency. Our answering service person will take your name, telephone number, and apartment number and relay your request to the maintenance personnel. Please do not use the emergency number for routine matters.

**10. KEYS** - Lost keys will be replaced at a cost of \$15.00 each. Occasionally, a resident may wish to have his/her lock changed, the charge for this is \$25.00. If you get locked out of your apartment during normal business hours, we will be happy to open the door at no charge as soon as possible. After normal business hours and on weekends there is limited lockout service available. Monday through Friday between 4:00pm and 9:00pm, and on weekends/Holidays between 9:00am and 4:00pm, lockout service is available for a charge of \$35.00. Monday through Friday between 9:00pm and 9:00am, and on weekends/Holidays between 4:00pm and 9:00am, lockout service is available through our locksmith only and the charge is \$75.00.

### **11. PARKING -**

A. All vehicles must be parked in a designated parking space.

B. Any vehicle parked in a non-designated area, such as the fire lane, or in front of a dumpster will be towed at the vehicle owner's expense without further notice. If a permit has been issued to that car, it may be revoked and all parking privileges suspended.



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C. Any resident car, with or without a resident sticker, parked in such a space will be towed at the vehicle owner's expense.

D. Only vehicles with valid Normandie Ave. Apartment Parking Permits may park in resident parking areas. Cars parked without permits are subject to towing at the vehicle owner's expense.

E. All permits remain the property of The Normandie Ave. Apartments. The landlord reserves the sole right to revoke any permit from any tenant not observing the parking regulations.

F. No repairs (including washing of cars and changing oil) may be done to vehicles anywhere on The Normandie Ave. Apartment's property.

G. No double parking (end to end) is allowed anywhere.

H. All vehicles must be registered and insured

**12. SMOKE DETECTORS** - All smoke detectors have been checked to ensure that they are working when a tenancy begins. Residents agree to notify management in the event there is any problem with either the smoke detector and/or emergency lighting/smoke detectors in the common hallway. If we find a smoke detector vandalized, or removed, the tenant will be charged \$50.00 plus the cost of materials for putting the smoke detector back into working order. Smoke detectors and other fire safety equipment are provided for your safety as well as the safety of others. We reserve the right to prosecute to the full extent of the law in the event you or your guests vandalize any fire safety equipment. We reserve the right to check your smoke detector when performing other maintenance in your apartment, or at other times during your tenancy. If your smoke detector is found to be not working properly during one of these checks, it will be repaired and you will be charged.

**13. MOVING** - Moving in and out of apartments is permitted between the hours of 8:30am and 5:00pm. Cars and trucks are not permitted on the curbs, sidewalks, etc. while you are moving in or out, and are subject to towing without further notice. Any damage to the common areas caused by your moving will be charged accordingly.

**14. GYM AND BAR-B-QUE** - Please see the most updated Rules and Regulations. Hours and Rules will be posted within the complex. NO ALCOHOLIC BEVERAGES OR FOOD OR SMOKING IS PERMITTED ANYWHERE IN THE PUBLIC AREAS OR GYM.

**15. PET POLICY** - One small pet under 20 lbs are permitted with management approval. Please see the Pet agreement for rules and regulations governing pets. Any animal found in either the common hallways or on the grounds is subject to immediate removal by a member of NM Staff. Any animals found will be turned over to the town or an animal shelter. An animal will neither be returned to any resident, nor to any neighbor. If we have become aware for any reason of an animal living in an apartment without written approval, the tenants shall receive a written notice immediately that they have five (5) days to remove the animal, or eviction proceedings will commence.

**16. DELIVERIES** - The Management Office is not responsible for any loss or damages resulting from the delivery of residents' packages to the office in the case that the residents are not home. Residents are free to request that packages not be left at the office.

**17. SALES & SOLICITING** - All sales and soliciting are strictly prohibited on The Normandie Ave. Apartments property.

**18. DAMAGE TO THE APARTMENT/COMMON AREAS** - Tenants will be strictly held responsible for damages in their apartments and to the common areas. You are also responsible for any damage done by your guests. A written bill will be sent shortly after the damage is noticed and payment is expected promptly upon receipt. Further, maintenance that is required beyond usual wear and tear will be charged to the tenants (this includes toilet back ups because of improper use, holes in walls, etc.).

## Normandie Apartments

**19. MOVE OUT PRIOR TO THE EXPIRATION OF LEASE** - Each tenant must realize that moving out prior to the expiration of the lease does not release such tenant or any guarantor if applicable. This means you are each responsible for the actions of your roommates. The Landlord does not differentiate between you individually, with respect to this you are all treated as a group. If you move out prior to the expiration of the lease, you must notify the office in writing and return your keys. You will remain responsible for payment of rent and other charges until the earlier of the original expiration of your lease, or our leasing the apartment to a new tenant who takes possession. In addition, you may be held responsible for leasing costs that may include but are not limited to cleaning the apartment, painting, advertising, etc. If you move out and fail to pay rent the management/owners may go to court and obtain a judgement for monetary damages against the tenant and/or the guarantors of the lease.

**20. SECURITY DEPOSIT REFUNDS** - Apartments will be inspected for damages shortly after the tenants vacate the apartment. Security Deposit refunds will be made in the name of the tenant/guarantor on the lease, unless we receive a form (available in the office) indicating to whom the check should be made payable. In no event will we issue separate checks. It is important that you give us a forwarding address for the check. Failure to give us a forwarding address may delay return of your Security Deposit. Security Deposits will be return within (21) days from move out.

**21. SUGGESTIONS** - We welcome all constructive criticism of any policy we may have, and welcome your suggestions for improving the overall quality of living at The Normandie Ave. Apartments. Please feel free to call upon the Manager with your thoughts.

**22. NORMANDIE AVE. GROUP STAFF** - It is the policy of the owners and management to be responsive and courteous. If you feel someone has been rude or unreasonable please contact Lee Johnson at 310-892-2244.

**23. CHANGES TO RULES AND REGULATIONS** - The landlord reserves the right to change and/or amend these rules and regulations at any time.

### GENERAL RULES

1. The gym and bar-b-que areas are to be used only between the hours of 8:00 A.M. and 8:00 P.M. This is subject to change per posted signage by management.
2. The gym is reserved exclusively for use of residents of the building and their guests.
3. Children under the age of Sixteen (16) shall not use gym without an adult in attendance.
4. No food may be served or eaten in or around the gym area at any time without Owners/Agent's consent. Refreshments must be served in unbreakable containers.
5. No alcoholic beverages shall be served or consumed in or around the public area of the complex at any time. No person under the influence of alcoholic beverages is permitted in or near the gym.
6. Running and jumping, "horseplay," fighting, boisterous or dangerous conduct, and/or any noisy behavior disturbing to the other residents, is forbidden in or around the complex or gym areas.
7. No radios, record players, or other musical instruments may be used in or around the complex or gym area without the consent of Owner/Agent.
8. Residents and their guests are required to be properly attired always, going to and from and in or around the complex and gym areas.
9. Residents and guests will place their own towels over furniture when using suntan oil or other lotions.
10. No smoking is allowed at the property

# Normandie Apartments

11. No trainers or professional classes are allowed or are being hired in the complex or gym
12. Persons using the gym facilities do so at their own risk.
  - Owner/Agent is not responsible for accidents or injuries during the misuse of equipment.
  - Owner/Agent is not responsible for articles unattended, lost, damaged or stolen within the gym.

## 3.2.2.4 Addendums

The need for lease addendums may arise. NM will use standard lease addendum forms for any case that may arise.

## 3.2.3 Leasing Timeframe / Vacancy

The full leasing of the apartments is expected to take approximately six months from the completion of the building.

## 3.3 Rental Prices

The rental rates shall be as follows: Approximately \$1,500.00/month. Utilities will be paid by tenant.

## 3.4 Maintenance and Repairs

It is our goal at NM to respond to all maintenance and repair requests with prompt and courteous service. The building and premises shall also remain in Repair requests will be able to be made through the following methods.

1. Management office: Requests can be submitted in person at the management office during business hours or a note can be dropped off in the office mailbox.
2. Website - Requests can be submitted through our website under resident services or emails can be sent directly without going through the website.
3. Emergency phone line - There will be a 24-hour emergency line in which our staff can be alerted and respond to any emergency call 24 hours/day. Routine maintenance will be done by our on-site maintenance technician and shall include maintaining and/or replacing when necessary the following items.
  - Light bulbs.
  - Lock and door mechanisms. This includes changing batteries in the apartment electronic door systems.
  - Gym maintenance.
  - AC filter cleaning in each apartment.
  - Any common area equipment maintenance that is not maintained by specialty vendors.
  - All common area painted surfaces.
4. Specialty vendor maintenance. The following systems shall be maintained and repaired by specialized companies.
  - Elevator systems.

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- Fire sprinkler, standpipe, alarm and extinguisher systems.
- Hot water heater systems.
- Solar panel systems.
- Garage gate.

### 3.5 Accounting

Accounting Services: NM Staff will keep accurate records of all appropriate accounting of operations.

### 4.0 Services/Amenities

At NM, it is important for The Normandie Ave. Apartments to be more than just an apartment building. We intend on providing services and amenities which will create a unique living environment for every tenant.

#### 4.1 Leasing/Management Office

NM will maintain a management/leasing office on the premises. Instead of having an outside leasing company who will not maintain an on-site presence, we at NM prefer an on-site staff to be available for day-to-day operations and to cater to our tenants.

##### 4.1.1 Rent Payment Conveniences

To provide the most options for tenants, The Normandie Ave. Apartments will accept the following forms of payments.

1. Cashiers check, money order or personal check (personal check not accepted for initial move-in).
2. Automatic debit through a bank.
3. Credit Card (most major credit cards will be accepted)

#### 4.2 Unit Features

Each of the apartments is not more than 350 interior sq. ft. but will offer the following features:

- 1- Each apartment will have a balcony or yard with outdoor space.
- 2- Each apartment is equipped with its own full bath.
- 3- Kitchenette: Each apartment includes a small refrigerator, range, a microwave and garbage disposal.
- 4- Technology package: Each apartment is pre-wired for cable, phone and internet. High speed internet will be available for immediate use in each apartment upon move-in through an owner installed system but there will also be the choice of alternate utility companies.
- 5- Vinyl Wood flooring for easy care and longevity.

#### 4.3 Disability Access

Normandie Ave. Apartments will be disability accessible and adaptable per the current A.D.A. standards for this type of housing.

# Normandie Apartments

## 4.4 Business Center

NM will provide a technology center with up-to-date features. The business center will enable tenants to access a computer with internet access, a printer, copying services and potential additional services.

## 4.5 Internet Access

The Normandie Ave. Apartments will provide, for a fee, all residents access to internet upon moving in. We will combine hard-wired internet connections with a wireless system for entire building coverage. Our system will enable tenants to access the internet upon move-in without the standard waiting time typically required for utility companies.

## 4.6 Safety Features

Keeping with NM's mission, Normandie Ave. Apartments will be a community that residents will feel safe knowing that there is locked, gated access to the building in addition to security cameras monitoring the building areas and state-of-the-art electronic apartment keys.

### 4.6.1 Gated Access

The main pedestrian gate will be locked and will offer residents a keyless access code to enter. Non-residents will use the intercom system to call residents to enter the building. The garage gate will require a remote transmitter to enter.

### 4.6.2 Security Cameras

The Normandie Ave. Apartments will be equipped with high-tech security cameras on all entrances and exits and several common areas. This system will also allow tenants to access a camera at the main entrance to see visitors at the intercom.

### 4.6.3 Electronic Apartment Keys

The Normandie Ave. Apartments will use state-of-the-art electronic apartment keys. These keys will provide advantages for safety and security. It is virtually impossible to duplicate them by unauthorized personnel. In addition, it provides security for tenants and NM alike in the ability to check which keys were used for recent access to any apartment.

## 4.9 Gym

NM will provide tenants with a Gym which will feature amenities that may be used by all tenants and guests accompanied by tenants.

## 5.0 Marketing

NM will use a comprehensive marketing plan to advertise to as many people as possible. This will include:

1. Website and building signage.
2. Local and Southern California advertising.
3. National advertising.
4. Open houses.

# Normandie Apartments

## 5.1 Website and Building Signage

- The Normandie Ave. Apartments will have a professionally designed website specific to the building which will offer details and pictures of the apartments and surroundings. It will promote not only living at the building, but living in Gardena. The website will also be listed in search engines for maximum visibility.
- There will be appropriate and attractive building signage to attract people to the building.

## 5.2 Local and Southern California Advertising

- Advertisements will be placed in well-known and respected online advertising companies such as [www.westsiderentals.com](http://www.westsiderentals.com) and [www.craigslist.com](http://www.craigslist.com).
- Advertisements will be placed in local newspapers and regional newspapers such when necessary.
- Advertisements will be placed in magazines which cater to apartment buildings such as the "Apartment Magazine".
- Advertisements will be in Spanish as well as English to reach as many people as possible.
- Local businesses will be contacted by mailings or flyers.

## 5.3 National Advertising

In anticipation of housing needs of people moving to the Gardena area from around the country, we will advertise in some online national advertising companies.

## 5.4 Open House

We will conduct open house during the initial six-month period and whenever needed. In addition to specific open houses we will have the Leasing/Management office open during the week for tours of the property.

**CITY OF GARDENA**  
**PLANNING & ENVIRONMENTAL QUALITY COMMISSION**  
**TUESDAY, AUGUST 7, 2018, MEETING**

\* \* \*

Called to order by Chair Jackson at 7:00 P.M.

**ROLL CALL**

Present: Dale Pierce, Deryl Henderson, Brenda Jackson, Steve Sherman, Stephen Langley  
Absent: None  
Also in Attendance: Joseph Cruz, Director of General Services  
Lisa Kranitz, Assistant City Attorney  
Raymond Barragan, Community Development Manager  
Amanda Acuna, Planning Assistant  
Jorge Gamboa, Planning Technician

**PLEDGE OF ALLEGIANCE**

Led by Commissioner Henderson.

**APPROVAL OF MINUTES**

A motion was made by Commissioner Langley and seconded by Commissioner Pierce to approve the minutes of July 3, 2018. The minutes were approved 5-0.

Ayes: Langley, Pierce, Henderson, Sherman, Jackson  
Noes: None  
Absent: None

**PUBLIC HEARING**

**Agenda Item #5**

**Conditional Use Permit #12-16 and Site Plan Review #6-18**

The applicant requests conditional use permit and site plan review for the construction of a new 29,965 square foot, 63-unit single-room occupancy housing development in the Industrial (M-1) zone per Gardena Municipal Code Section 18.36.030(O) and 18.44.010(E) and approval of the property management plan. The approval of this project will require direction to staff to file a Notice of Exemption as an in-fill project.

**Project Location: 16819 South Normandie Avenue (APN: 6106-027-028)**

**Applicant: 16819 Normandie LLC**

Community Development Manager Raymond Barragan presented the staff report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 7-18, approving Conditional Use Permit #12-16, Site Plan Review #6-18 and the property management plan, subject to the conditions of approval and directing staff to file a Notice of Exemption.

Vice Chair Sherman questioned the overall height of the parking structure as well as the number of tiers the parking structure will have.

Mr. Barragan stated that the proposed parking structure will be 45 feet tall and will have six tiers. Mr. Barragan continued by stating that the parking consultant is present and available to answer any questions the Commission may have for her.



Commissioner Langley stated that the plans showed the parking structure proposed at 50 feet tall.

Mr. Barragan deferred the question to the applicant. Mr. Barragan continued by stating that the parking structure will not exceed the 65-foot height limit as set forth in the Gardena Municipal Code.

Vice Chair Sherman questioned the height limit in regard to the proximity of properties zoned residential.

Mr. Barragan stated that the subject property is not within 100 feet of any property zoned residential; therefore, the maximum height allowed is 65 feet.

Chair Jackson opened the public hearing and invited the applicant to speak.

Don Empakeris, 1535 West 6<sup>th</sup> Street, Suite 101, Santa Monica, California 90401, stated that he is the architect for the project. Mr. Empakeris continued by stating that the project has been re-designed to provide a cost-effective housing development for individuals in the work force. Mr. Empakeris clarified that the parking structure will be a six-tier structure not to exceed 48 feet in height.

Melissa Kakuck, 811 West 7<sup>th</sup> Street, Los Angeles, California, 90017, stated that she represents the company City Lifts, whom specializes in automated parking systems. Ms. Kakuck continued by providing a brief presentation as to how the parking structure operates.

Vice Chair Sherman questioned the layout of the parking structure as shown on the plans.

Ms. Kakuck stated that there are eight parking spaces per tier; however, only seven spaces will be used as an empty space is needed for the structure to operate properly. Ms. Kakuck continued by stating that each tier is designed to accommodate larger vehicles and should average around 42 feet in height.

Chair Jackson questioned if there will be assigned parking spaces for tenants.

Ms. Kakuck stated that each resident will be given an assigned parking space as well as a manual and training tutorial on how to use the structure properly. Ms. Kakuck continued by stating that the structure is well equipped with motion sensors and is inspected by a third-party inspector to ensure that all safety measures have been addressed.

Chair Jackson questioned the parking structure in the event of an earthquake.

Ms. Kakuck stated that the parking structure is seismically engineered by a structural engineer. Ms. Kakuck continued by stating that the plans for the parking structure will also be submitted to the Building and Safety Division for review.

Commissioner Henderson questioned the parking structure in the event of a power outage.

Ms. Kakuck stated that the parking structure is designed to accommodate back-up generators in the event of a power outage. Ms. Kakuck continued by stating that the applicant has the decision whether or not to install a back-up generator.

Commissioner Langley questioned the largest vehicle the parking structure could accommodate.

Ms. Kakuck stated that the parking structures are designed in a variety of different styles and dimensions. Ms. Kakuck continued by stating that this parking structure is designed with the largest dimensions available and can typically fit an SUV and Suburban.

Vice Chair Sherman questioned the individual parking spaces assigned to each tenant.

Ms. Kakuck stated that the parking spaces are assigned a specific column and row. Ms. Kakuck continued by stating that a tenant will always access their parking space correspondent to the ground floor column and row. Ms. Kakuck noted that there will also be a kiosk machine available for tenants if they misplace their fog key.

Vice Chair Sherman questioned the number of fog keys a tenant is given.

Ms. Kakuck stated that each tenant is given two fog keys.

Commissioner Langley questioned the proposed turning radius in regard to the size of the parking stalls.

Ms. Kakuck stated that there is a one-foot distance in between each parking stall. Ms. Kakuck continued by stating that the turning radius will be sufficient enough to provide practical access to the stall.

Chair Jackson questioned the location of the guest parking.

Mr. Empakeris stated that, per the Gardena Municipal Code (GMC), the project is not required to provide any guest parking. Mr. Empakeris continued by stating that there are 62 parking spaces within the structure and two ADA parking spaces on site.

Mr. Barragan clarified that the proposed project is not required to provide any guest parking per the GMC.

Chair Jackson stated that the applicant had proposed guest parking in the single room occupancy project approved on Normandie Avenue and 139<sup>th</sup> Street.

Mr. Empakeris stated that project on Normandie Avenue and 139<sup>th</sup> street was designed to accommodate outdoor parking; however, guest parking spaces were not included. Mr. Empakeris continued by stating that all of the housing units are ADA accessible.

Vice Chair Sherman questioned the proposed bicycle parking.

Mr. Empakeris stated that proposed project will use a stack-rack system in which there will be three rows of six bicycles stacked on top of each other. Mr. Empakeris continued by stating that the system is very practical and viable.

Commissioner Henderson questioned if the proposed project will include any affordable housing units.

Mr. Empakeris stated that this project will not include any affordable housing units. Mr. Empakeris continued by stating that the project is designed to provide viable housing for the working class.

Commissioner Langley questioned the potential traffic impact the project will have on the surrounding community if housing is geared towards the working class.

Mr. Empakeris stated that the work force is very diverse in that not every individual has the same work schedule.

Mario Savvides, 11901 Santa Monica Boulevard, Los Angeles, California, 90025, stated that he is the developer for the proposed project. Mr. Savvides continued by reiterating that the work force is diverse and that individuals have different work schedules.

Vice Chair Sherman questioned the number of people that could live within a unit.

Mr. Savvides stated that, per the GMC, there is a maximum of two people per unit.

Commissioner Sherman noted the potential traffic impact the project will have if two individuals are allowed per unit and each unit is only assigned one parking space.

Mr. Savvides stated that many individuals today use alternative modes of transportation. Mr. Savvides continued by stating that, in his experience, the parking provided is sufficient to accommodate all of the tenants, whether it is one or two people per unit.

Mr. Empakeris stated that traffic impacts are not anticipated as the units are very small and could not accommodate larger gatherings.

Mr. Savvides reiterated that, in his experience, tenants typically do not hold large gatherings as the units are very small.

Commissioner Henderson questioned if there was a contingency plan for the automated parking structure in the event of a power outage.

Mr. Savvides stated that his team didn't think it was necessary to include a back up generator for the parking structure. Mr. Savvides continued by stating that the project, similar to most properties, would be subject to when the power is restored.

Commissioner Henderson stated that it would not be similar to other properties as tenants are not able to access their vehicles from the automated parking structure.

Mr. Savvides stated his team could look into providing compensation in the event that tenants have to use alternative modes of transportation because they couldn't access their vehicle during a power outage. Mr. Savvides continued by reiterating that there are many apartment complexes with gated parking structures in which individuals would not be able to access their vehicles in the event of a power outage.

Vice Chair Sherman questioned if the proposed property management plan is similar to the property management plan for the project on Normandie Avenue and 139<sup>th</sup> Street.

Mr. Savvides stated that the property management plan is the same as the plan approved for the project on Normandie Avenue and 139<sup>th</sup> Street. Mr. Savvides continued by stating this plan is used for all of his team's single room occupancy projects.

Commissioner Langley stated that a backup generator should be required as he lives within the vicinity of the project site and experiences several power outages throughout the year. Commissioner Langley questioned if the project will include any form of solar power energy.

Mr. Empakeris stated that the proposed project is subject to all of the rules and regulations of the California Green Code.

Commissioner Langley noted the lack of screening on the side of the parking structure fronting 139<sup>th</sup> Street.

Mr. Empakeris stated that the parking structure would not be visible from the public right of way as it is located to the rear of the housing development. Mr. Empakeris continued

by stating that the parking structure maintains the characteristics of the Industrial zone while being embedded into the adjacent residential community.

Annie Roddy, 15817 ½ South Halldale Avenue, Gardena, California 90247, expressed her concern with the proposed project and the potential traffic impact it would have on Normandie Avenue as there is another 21-unit single family development project being developed across the street from the property site. Ms. Roddy questioned the proposed ADA parking spaces.

Mr. Barragan stated that the applicant is providing the necessary amount of ADA parking spaces per ADA standards. Mr. Barragan continued by stating that the ADA spaces are subject to all of the rules and regulations as set forth in ADA and shall be reviewed by the Building and Safety Division during plan check.

Commissioner Langley questioned if only two individuals with disabilities will be able to live in the units as there are only two ADA spaces available.

Mr. Barragan stated that, per ADA standards, the project is only required to provide two ADA spaces. Mr. Barragan continued by stating that the City does not have the authority to require the applicant to provide more ADA spaces.

Ms. Roddy stated that there should have been a better presentation.

Chair Jackson asked Ms. Roddy to clarify her concern with the ADA spaces.

Ms. Roddy questioned if the ADA parking spaces have the appropriate dimensions for vehicles with lifts.

Chair Jackson stated that there is sufficient space for both ADA parking spaces to accommodate such vehicles.

Ms. Roddy continued to express her concern with the potential traffic impact the project will have on the circulation within the area.

Martha Nakagawa, 17020 Harvard Boulevard, Gardena, California, 90247, expressed her concern with the potential crime and traffic impact the project will have on the surrounding community.

Jessie Carrara, 16930 Harvard Boulevard, Gardena, California, 90247, expressed her concerns with the following: the cumulative environmental impact of all the new housing projects, incompatibility of the building with the existing residential neighborhood, potential increase in crime, potential decrease in property values, and potential increase in traffic within the area.

Renee Anderson, 1048 West 133<sup>rd</sup> Street, Gardena, California, 90247, expressed her concern with the lack of senior housing available throughout the City.

Chair Jackson stated that this project was geared toward the working class. Chair Jackson continued by stating that there is a project on Gardena Boulevard with affordable housing units.

Ms. Anderson stated that the City needs to incorporate affordable housing requirements when new developments are proposed.

Dee Jalomo, 16939 South Denker Avenue, Gardena, California 90247, questioned the noise level resulting from the parking structure. Ms. Jalomo continued by inquiring about

other developments the applicant has completed as well as the cost for the units proposed.

Chair Jackson deferred the questions to the applicant.

Mr. Savvides stated that the units are projected to rent out for \$1,300 - \$1,400.

Ms. Jalomo reiterated her questions regarding the noise of the parking structure as well as other developments the applicant has completed.

Ms. Kranitz asked Ms. Jalomo to clarify her question regarding the other developments the applicant has completed.

Ms. Jalomo stated that she wanted more information about other single-room occupancy developments the applicant has developed, whether it be within the City or outside.

Ms. Kakuck stated that the parking structure contains very small 4.4-kilowatt motors that operate with little to no sound. Ms. Kakuck continued by stating that many of the company's projects are residential in which the smallest structure built was for four spaces and the largest structure built was for 255 spaces.

Commissioner Langley questioned the proximity of the parking structure to the units.

Ms. Kakuck stated that structure is adjacent to the units. Ms. Kakuck continued by stated that dampening methods can be used on the ground floor to further reduce the noise of the parking structure.

Commissioner Langley expressed his concern with the potential noise of the parking structure as it will operate 24/7 and is adjacent to the units.

Ms. Kakuck stated that the Company has obtained consultants to conduct noise studies for other projects in which it was determined that there would not be a significant noise impact nor are further dampening methods required.

Commissioner Pierce questioned if the Company has ever received any complaints from the Municipalities that govern the properties in which their parking structures are located, respectively.

Ms. Kakuck stated that the company has not received any complaints from the Municipalities that govern such properties.

Vice Chair Sherman inquired about other single-room occupancy developments the applicant has been a part of.

Mr. Savvides stated that single-room occupancies are becoming very common as housing costs are continuing to increase. Mr. Savvides continued by stating that in his other developments, there is a 98% occupancy rate.

Vice Chair Sherman reiterated his question about other developments in different cities the applicant has developed.

Mr. Empakeris stated that they have put forth single-room occupancy projects in Pasadena and Santa Monica.

Mr. Savvides stated that they also have projects in Torrance and Venice.

Chair Jackson closed the public hearing.

MOTION: It was moved by Commissioner Pierce and seconded by Commissioner Langley to adopt Resolution No. PC 7-18, approving Conditional Use Permit #12-16, Site

Plan Review #6-18 and the property management plan, subject to the conditions of approval, with the condition to provide a backup generator for the parking structure and directing staff to file a Notice of Exemption.

The motion passed by the following roll call vote:

Ayes: Pierce, Langley, Henderson, Jackson  
Noes: Sherman  
Absent: None

Chair Jackson acknowledged the public for attending the hearing and voicing their opinions as to how they felt about the project.

Ms. Kranitz stated that the Planning Commission's decision is subject to a 10-day appeal period in which any member of the public and/or City Council can call the project for review.

#### **Agenda Item #6**

##### **Conditional Use Permit #9-17**

A request for a conditional use permit, per section 18.42.040.A of the Gardena Municipal Code, to allow the outdoor storage of automobiles related to a towing company in the General Industrial (M-2) zone and direct staff to file a Notice of Exemption.

**Project Location: 13982 ½ Van Ness Avenue (APN: 4061-028-052)**

**Applicant: Jeffrey Greenberg**

Planning Technician Jorge Gamboa presented the staff report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 12-18, denying Conditional Use Permit #9-17.

Commissioner Henderson stated the business is still using the property to store their vehicles. Commissioner Henderson continued by questioning what are the City's next steps in bringing the property into compliance.

Mr. Gamboa stated that the Planning Commission's decision is subject to the 10-day appeal period.

Ms. Kranitz stated that since the business was never issued a license to operate at that location, they will be required to remove the vehicles immediately. Ms. Kranitz continued by stating that the Code Enforcement Division will be sent the following day to issue a citation to the property owner; if the property owner does not come into compliance by the due date issued, then legal matters will be taken as appropriate.

**MOTION:** It was moved by Commissioner Henderson and seconded by Chair Jackson to adopt Resolution No. PC 12-18, denying Conditional Use Permit #9-17.

The motion passed by the following roll call vote:

Ayes: Henderson, Jackson, Sherman, Pierce, Langley  
Noes: None  
Absent: None

**Agenda Item #7**

**Conditional Use Permit #5-18**

A request for a conditional use permit, per section 18.30.030.A of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine ancillary to a new restaurant establishment located in the Commercial (C-2) zone and direct staff to file a Notice of Exemption.

**Project Location: 1400 West Redondo Beach Boulevard Ste. #120 (APN: 6105-008-012)**

**Applicant: Delou Enterprises, LLC**

Mr. Gamboa presented the staff report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 14-18, approving Conditional Use Permit #5-18, subject to the conditions of approval and directing staff to file a Notice of Exemption.

Chair Jackson opened the public hearing and invited the applicant's representative to speak.

Liliger Damaso, 1055 West 7<sup>th</sup> Street, Los Angeles, California 90017, stated that she is representing the applicant, Delou Enterprises, LLC. Ms. Damaso continued by stating that the goal of the business is to create a family restaurant for all individuals to enjoy. Ms. Damaso noted that there will not be any outdoor seating as well as that the hours of operation are reasonable in order to avoid any nuisance issues.

Chair Jackson questioned when the business is set to open.

Ms. Damaso deferred the question to the applicant.

Nolan Avery, 914 North Cornejo Way, Azusa, California 91702, stated that he is one of the partners of Delou Enterprises, LLC. Mr. Avery continued by stating that training is set to begin on August 13<sup>th</sup>, 2018, which will last a total of seven days; following training there will be a soft opening and then a grand opening to the public.

Commissioner Henderson questioned if this was a franchise location.

Mr. Avery stated that this is a franchise location.

Commissioner Langley questioned the occupancy level for the restaurant.

Mr. Avery stated that the seating room will accommodate 36 people.

Vice Chair Sherman questioned if the restaurant is allowed to use the outdoor seating located on the property.

Mr. Avery stated that the outdoor seating located on the property is strictly for the Starbucks. Mr. Avery continued by stating that the restaurant is not allowed to use the outdoor seating, nor will they allow their customers to consume alcohol outside.

Chair Jackson closed the public hearing.

MOTION: It was moved by Vice Chair Sherman and seconded by Commissioner Pierce to adopt Resolution No. PC 14-18, approving Conditional Use Permit #5-18, subject to the conditions of approval and direct staff to file a Notice of Exemption.

The motion passed by the following roll call vote:

Ayes: Sherman, Pierce, Henderson, Langley, Jackson

Noes: None  
Absent: None

**Agenda Item #8**

**Conditional Use Permit #1-18**

Approval of a conditional use permit to expand services and continue to operate a massage establishment, per section 18.46.030.C.28 of the Gardena Municipal Code, in the General Commercial/Mixed-Use Overlay (C-3/MUO) zone subject to a Notice of Exemption as an existing facilities project.

**Project Location: 16129-16131 Western Avenue (APN: 4066-012-026)**

**Applicant: Jing Zhu/Garden Spa**

Planning Assistant, Amanda Acuna, presented the staff report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 15-18, approving Conditional Use Permit #1-18, subject to the conditions of approval and directing staff to file a Notice of Exemption.

Vice Chair Sherman questioned the hours of operation for the proposed business in comparison to other massage parlors.

Ms. Kranitz stated that, in her experience working with massage parlors, the proposed hours of operation are very common as individuals have diverse schedules that allow them to obtain massages at various times.

Commissioner Langley questioned the existing floor plan for the business.

Ms. Acuna stated that the existing floor plan is the same floor plan on the plans submitted. Ms. Acuna continued by stating that there is no expansion in regard to the physical layout of the tenant space only in the services provided.

Chair Jackson stated that the proposed business is not included in the chart provided.

Ms. Acuna stated that the chart provided information on the existing massage parlors within the city and their respective police records. Ms. Acuna continued by stating that the applicant is not on the list as it was originally exempt from obtaining a CUP. Ms. Acuna noted that the business initially only offered fully clothed massages within an open area; however, now that they want to include other massage services, they must apply for a CUP.

Chair Jackson opened the public hearing and invited the applicant to speak.

Joyce Zhu, 16131 South Western Avenue, Gardena, California, 90247 stated that she is available to answer any questions the Commission may have for her.

Chair Jackson questioned the expansion of services the business will be offering.

Ms. Kranitz clarified that the business initially began as a beauty salon and then converted into a massage parlor with fully clothed, open massages. Ms. Kranitz continued by stating that the business is now requesting to use the three permitted rooms for private massages in addition to the massages conducted in the open area.

Council Member Emeritus Ron Ikejiri, 15932 South Manhattan Place, Gardena, California 90247, stated that the applicant is both a business owner and a resident within the City. Mr. Ikejiri continued by stating that the applicant has a vested interest within the City and is taking all adequate measures to come into compliance.



Chair Jackson stated that the business was cited for two separate occasions: operating without the proper license as well as an employee conducting a massage without a license.

Mr. Ikejiri stated that, at the time of the incident, the license of the employee cited was not posted and did not have such certification in hand or on file.

Ms. Kranitz stated that, as part of the conditions of approval, the business is required to obtain an operator's permit for all employees and property owners managing the business as well as a Certificate of Operation with the Business License Division and Police Department.

Chair Jackson expressed her concern with the business in regard to the previous violations with the Police Department.

Ms. Kranitz stated that, due to the nature of the business, the legislation is constantly changing. Ms. Kranitz continued by stating that cities, including Gardena, require massage parlors to obtain licenses with the California Association of Massage Therapy Council (CAMTC), whom possess the resources to conduct background checks and investigations.

Chair Jackson questioned if the City conducts background checks on the employees of the massage parlors.

Ms. Kranitz stated that the City does not conduct background checks on the individual employees. Ms. Kranitz continued by stating that, in order to obtain a license with CAMTC, individuals will be screened based on credentials/education, criminal records, hours of practice etc.

Chair Jackson questioned if there is any specific agency or department that conducts periodic inspections on massage parlors.

Ms. Kranitz stated that the City's Code Enforcement Division and Police Department constantly conduct periodic inspections to ensure that the businesses are in compliance. Ms. Kranitz continued by stating that inspections are also conducted when members of the public file a complaint on the business.

Chair Jackson closed the public hearing.

Commissioner Pierce stated that, in his professional experience, he has conducted inspections on the massage parlors within the City, including the proposed project, and has found them to be in compliance.

MOTION: It was moved by Commissioner Pierce and seconded by Commissioner Langley to adopt Resolution No. PC 15-18, approving Conditional Use Permit #1-18, subject to the conditions of approval and directing staff to file a Notice of Exemption.

The motion passed by the following roll call vote:

|         |  |
|---------|--|
| Ayes:   | Pierce, Langley, Henderson, Sherman, Jackson |
| Noes:   | None   |
| Absent: | None   |

#### **ORAL COMMUNICATIONS FROM THE PUBLIC**

There were no oral communications from the public.

### **GENERAL SERVICES DIRECTOR'S REPORT**

Director of General Services, Joseph Cruz, formally introduced new staff member, Alejandra Alvarez, to the Planning Commission. Mr. Cruz continued by noting that, in his absence at the previous Planning Commission meeting, the Commissioners expressed interest in conducting a study session.

Chair Jackson stated that she would benefit from a study session that focused on how to be a Planning Commissioner.

Ms. Kranitz questioned what specifically the Commission wanted to address. Ms. Kranitz continued by providing examples such as the Brown Act, conflict of interest codes etc.

Chair Jackson stated that there are instances in which the Commissioners did not know whether something is possible or not possible until the City Attorney advises them otherwise. Chair Jackson continued by stating that a general overview would be beneficial.

Ms. Kranitz stated that she was under the impression that there were specific items the Commission wanted to address.

Commissioner Langley stated that he would like clarification as to the different items the Commission reviews as well as the types of amendments to the conditions of approval that can be made. Commissioner Langley continued by stating that the property management plan for item #5, which he was unaware was part of the review, did not include the maximum number of tenants allowed to live within a unit.

Ms. Kranitz stated that the number of tenants allowed per unit is set forth by the GMC.

Chair Jackson stated that there are instances in which the Commissioners did not know whether a question asked was appropriate as far as being government officials. Chair Jackson continued by stating that for item #5, she is unsure whether all the questions asked were appropriate or if there were any questions not asked that should have been.

Mr. Ikejiri stated that, during his time in office, he experienced similar instances in which there was confusion as to what can or can not be done as a government official. Mr. Ikejiri stated that attending conferences and speaking to the City Council will benefit the Commissioners on how to review projects.

Ms. Kranitz stated that, depending on the agenda, a study session may be conducted on the first meeting of September.

Chair Jackson stated that visuals are also preferred.

Ms. Kranitz stated that she shall work with the staff to develop an adequate session.

Vice Chair Sherman stated that the visuals used for the automated parking structure were very insightful.

## **PLANNING AND ENVIRONMENTAL QUALITY COMMISSION REPORTS**

Commissioner Langley stated that he received many complaints about the new color scheme for the shopping center located on Artesia Boulevard and Western Avenue.

Chair Jackson stated that the color scheme is not subject to review by the Planning Commission. Chair Jackson continued by stating that she prefers the new color scheme.

Commissioner Langley questioned if it was subject to review by the Planning Commission. Commissioner Langley continued by stating that the design of buildings proposed is an aspect reviewed when projects are brought forth to the Planning Commission.

Mr. Cruz stated that, according to City records, the City does have discretion as to the color scheme used for the shopping center. Mr. Cruz continued by stating that the City is currently working with the property owner in order to come into an agreement as to the final color scheme of the buildings.

Vice Chair Sherman stated that, as apart of the review, the Commissioners are typically given a list of materials that will be used.

Chair Jackson stated that the color scheme used for the building located at Normandie Avenue and Rosecrans Avenue should also be looked into.

Vice Chair Sherman stated such discretion is only applicable when there is a new development.

Commissioner Langley stated that the shopping center on Artesia Boulevard and Western Avenue was a new development recently approved.

Mr. Cruz stated that, at the time the project was approved, the applicant agreed to all of the conditions of approval which included that any alterations to the building must be reviewed by the City. Mr. Cruz continued by reiterating that the City is currently working with the property owner to come into an agreement on the color scheme.

Commissioner Henderson stated that he enjoyed his vacation trip to Costa Rica.

Chair Jackson acknowledged the hospitality provided by the City Manager's office.

## **ADJOURNMENT**

Chair Jackson adjourned the meeting at 9:02 P.M.

Respectfully submitted,

JOSEPH CRUZ, SECRETARY  
Planning and Environmental Quality Commission


BRENDA JACKSON, CHAIR  
Planning and Environmental Quality Commission

## AUGUST 7, 2018 PLANNING COMMISSION

### CONDITIONAL USE PERMIT #12-16 SITE PLAN REVIEW #6-18


The applicant requests approval of a conditional use permit and site plan review for the construction of a new 29,965 square foot, 63-unit single-room-occupancy housing development in the Industrial (M-1) zone per Gardena Municipal Code Sections 18.36.030(O) and 18.44.010(E). The applicant also requests approval of the property management plan. The Approval of this project will require direction to staff to file a Notice of Exemption as an in-fill project.

(16819 South Normandie Avenue) (APN: 6106-027-028)

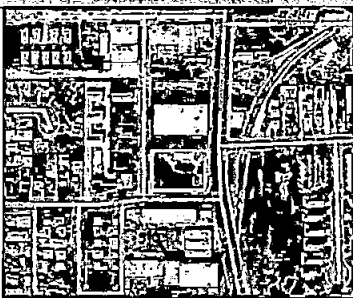



## Background

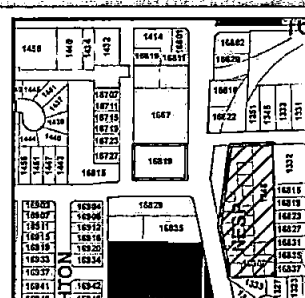

- City records show that the subject property was improved with a nursery but has since been vacant
- 16819 Normandie, LLC, the applicant, submitted a pre-application for Conditional Use Permit in December 2016, to construct a SRO housing development and submitted a full application for Conditional Use Permit on July 21, 2017
- The project was noticed on May 3, 2018, for a public hearing on May 15, 2018 but was continued to a date uncertain while the applicant made modifications
- The application was subsequently noticed on July 27, 2018, for public hearing on August 7, 2018



## Vicinity Map

## Zoning Map

## Surrounding Uses

|              | Zoning Designation | General Plan Land Use Designation | Existing Land Use                                     |
|--------------|--------------------|-----------------------------------|---|
| Project Site | NC-1               | Industrial                        | Vacant  |
| North        | M-1                | Industrial                        | Wholesale/Retail                                      |
| South        | NC-1               | Industrial                        | Paint Shop  |
| East         | M-1                | Industrial                        | Railroad<br>Multi-Family Residential                  |
| West         | R-2                | Low Residential                   | Single-Family Residential<br>Multi-Family Residential |



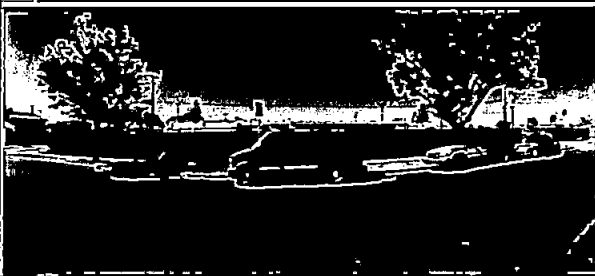
## Site Photos



View from Brighton



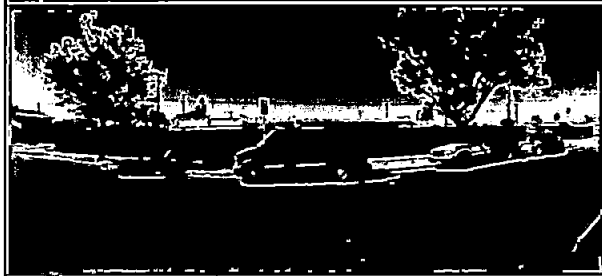
## Site Photos



View of Project Site from 169th Street



## Site Photos



View of Project Site from 169th Street



## Site Photos

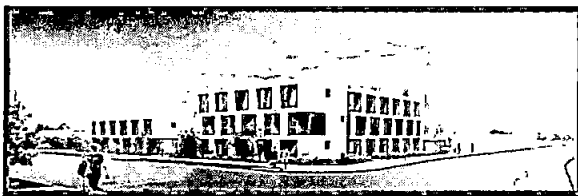


View of Project Site from Normandie and 169th

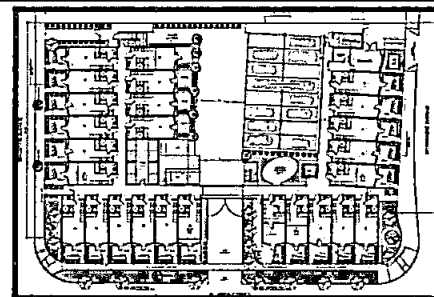
## Project Description

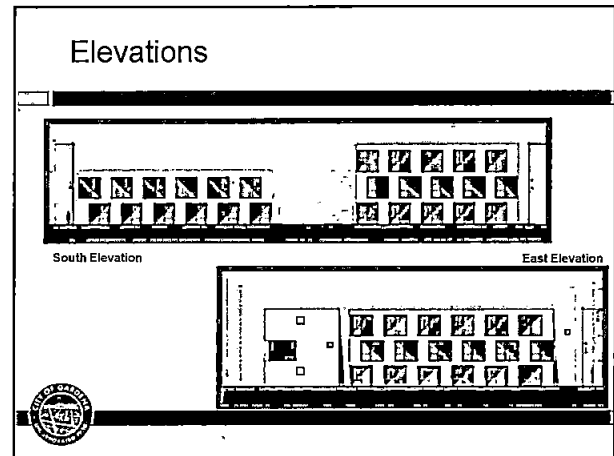
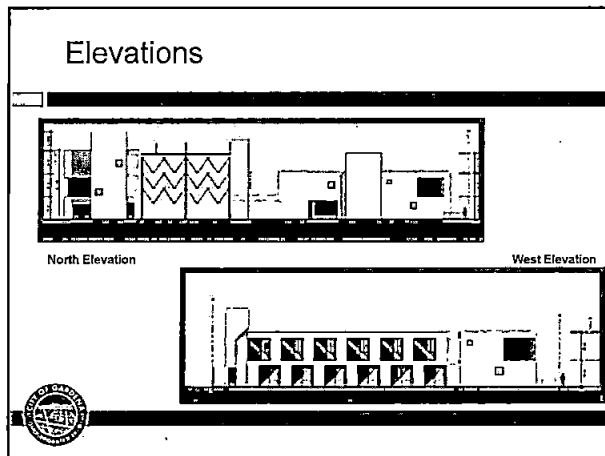
- Development one, two- story and one, three-story 29,965 square foot, 63-unit single room occupancy community
- One automated parking structure
- Each unit is 350 square feet and include full bathroom, kitchen and washer/dryer combo (European style)
- Ground floor units include private patio
- Two common space areas, fitness room, bike storage room
- One parking space for each unit and two spaces for the manager's unit

## Rendering



## Site Plan





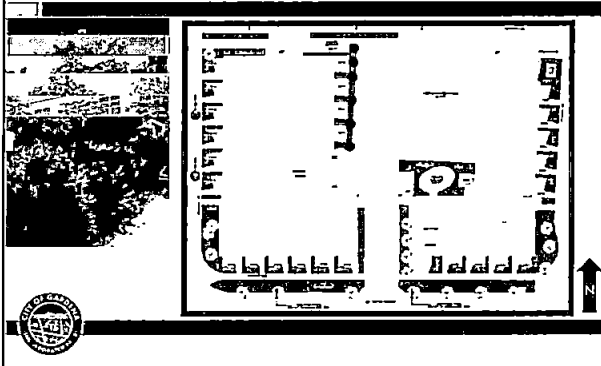
### CUP and SPR Analysis

| MUNICIPAL CODE REQUIREMENTS  |             |             |
|------------------------------|-------------|-------------|
| Standard                     | Requirement | Proposal    |
| Setback (Minimum)            |             |             |
| Front                        | 10          | 12          |
| Side (Interior)              | 0           | 5           |
| Side (Street)                | 10          | 10          |
| Rear                         | 10          | 10          |
| Dwelling Unit Size (Minimum) | 350 sq. ft. | 350 sq. ft. |
| Parking (Minimum)            |             |             |
| 1 Space/Unit                 | 62 Spaces   | 64 Spaces   |
| 2 Spaces/Manager Unit        | 2 Spaces    | 2 Spaces    |

### Analysis, Cont'd

| MUNICIPAL CODE REQUIREMENTS   |   |                                 |
|-------------------------------|---|---------------------------------|
| Standard                      | Requirement   | Proposal                        |
| FAR                           | 1   | .68                             |
| Height (Maximum)              | 45 ft. within 100 ft. of R-1/R-2<br>65 ft. Maximum height | 32 ft.<br>45' Parking Structure |
| Separate Closet/SRO           | 1/Unit  | 1/Unit                          |
| Laundry Facilities            | 6 Washers & Dryers  | 1 Washer & Dryer/Unit           |
| Rental Agreement              | 1 month or longer   | 1 month or longer               |
| Maximum Tenants               | 2 Persons/Unit  | 2 Persons/Unit                  |
| Toilet & Bathing Facilities   | 1/Unit  | 1/Unit                          |
| Common Area (10 sq. ft./unit) | 630 sq. ft.   | 1,457 sq. ft.                   |

## Analysis



## Traffic and Fiscal Analysis

- Traffic analysis conducted by Linscott, Law and Greenspan Engineers has shown that no adverse traffic impacts are anticipated and a formal traffic study is not required.
- The fiscal analysis, by Stanley R. Hoffman Associates, showed that there would be deficit revenues for the City's General Fund but negligible
- The applicant is also required to pay \$1,000 per unit development impact fee

## General Plan Consistency

- Housing Element HE Goal 5.0: Promote equal opportunity for all residents to reside in the housing of their choice
- Housing Element HE Policy 5.2: Support accessible residential design that facilitates use of housing units by all persons regardless of age or disability status
- Land Use LU Policy 1.5: Provide adequate residential amenities such as open space, recreation, off-street parking and pedestrian features in multifamily residential developments
- Land Use LU Policy 1.11: Design infill development to be compatible and consistent with the existing low-density character of residential neighborhoods
- Community Design DS Policy 2.2: Ensure that new and remodeled dwelling units are designed with architectural styles, which are varied and are compatible in scale and character with existing buildings and the natural surroundings.

## General Plan Consistency

- Community Design DS Policy 2.3: Encourage a variety of architectural styles, massing, floor plans, color schemes, building materials, façade treatments, elevation and wall articulations
- Community Design DS Policy 2.9: Integrate new residential developments with the surrounding built environment. In addition, encourage a strong relationship between the dwelling and the street
- Community Design DS Policy 2.10: Provide landscape treatments (trees, shrubs, groundcover, and grass areas) within multi-family development projects in order to create a "greener" environment for residents and those viewing from public areas
- Community Design DS Policy 3.5: Encourage underground parking or surface parking with effective landscape buffers to minimize the visual impact of parking areas



## CEQA Compliance

- The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guideline Section 15332, In-Fill Development Projects
- The proposed project is not categorized under California Environmental Quality Act (CEQA) Guidelines Section 15300.2, Exceptions.



## Property Management Plan

- A Property Management Plan shall be approved by the Planning Commission. The management plan must address management and operation of the facility, rental procedures, safety and security of the residents, and building maintenance. A twenty-four-hour resident manager shall be provided for any single-room occupancy with ten or more units.



## Public Noticing

- Public hearing notices were advertised in the Gardena Valley News and mailed to owners and occupants within a 300 foot radius of the project site on July 26, 2018.
- To date, no comment have been received.



## Staff Recommendation

- Open the public hearing
- Receive testimony from the public
- Adopt Resolution No. PC 7-18, approving Conditional Use Permit #12-16, Site Plan Review #6-18 subject to the attached conditions of approval, and the Property Management Plan, and directing staff to file a Notice of Exemption as an In-Fill Development.



**AUGUST 7, 2018  
PLANNING COMMISSION**

**CONDITIONAL USE PERMIT #12-16  
SITE PLAN REVIEW #6-18**

The applicant requests approval of a conditional use permit and site plan review for the construction of a new 29,965 square foot, 63-unit single-room-occupancy housing development in the Industrial (M-1) zone per Gardena Municipal Code Sections 18.36.030(O) and 18.44.010(E). The applicant also requests approval of the property management plan. The Approval of this project will require direction to staff to file a Notice of Exemption as an in-fill project.

(16819 South Normandie Avenue) (APN: 6106-027-028)



**RESOLUTION NO. 6342**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT AND SITE PLAN REVIEW FOR THE CONSTRUCTION OF A NEW 29,965 SQUARE FOOT, 63-UNIT SINGLE-ROOM OCCUPANCY HOUSING DEVELOPMENT IN THE INDUSTRIAL (M-1) ZONE PER GARDENA MUNICIPAL CODE SECTION 18.36.030(O) AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION AS AN IN-FILL PROJECT FOLLOWING A CALL FOR REVIEW**

**(16819 SOUTH NORMANDIE AVENUE) (APN: 6106-027-028)**

THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY RESOLVE, AS FOLLOWS:

**SECTION 1. RECITALS**

A. On July 21, 2017, the applicant, 16819 South Normandie LLC, submitted an application to improve the property at 16819 South Normandie Avenue (APN: 6106-027-028) with a 63-unit single room occupancy development (the "Project"). The actions required include approving a conditional use permit and site plan review for the Project;

B. The application was determined by staff to be complete on March 30, 2018;

C. The project site zoning is Industrial (M-1);

D. The subject property is bounded to the north and south by industrial uses, to the east by railroad and multi-family residential uses, and to the west by residential uses;

E. On May 3, 2018, a public hearing was duly noticed for the Planning and Environmental Quality Commission meeting for May 15, 2018, at 7:00 PM at City Hall Council Chambers, 1700 West 162<sup>nd</sup> Street, Gardena;

F. On May 15, 2018, staff continued the project to a date uncertain to allow the applicant to make modifications to the project;

G. On July 27, 2018, the Project was duly noticed and on August 7, 2018, the Planning Commission held the public hearing at which time it considered all material and evidence, whether written or oral;

H. After the public hearing the Planning Commission adopted Resolution No. PC 17-18 approving the conditional use permit and site plan review;

I. On August 14, 2018, Council Member Kaskanian called the Project for review before the City Council;

J. On September 11, 2018, the City Council held a duly noticed public hearing on the Project at which time it considered all material and evidence, whether written or oral; and

K. In making the various findings set forth herein, the City Council has considered all of the evidence presented by staff, the applicant, and the public, whether written or oral, and has considered the procedures and the standards required by the Gardena Municipal Code, as well as the relevant law relating to the approval of housing projects. The record of these proceedings can be found at the Community Development Department, Room 101, 1700 West 162<sup>nd</sup> Street, Gardena, California. The Director of Community Development is the custodian of such record.

SECTION 2. CONDITIONAL USE PERMIT

Conditional Use Permit #12-16 to allow the construction of a 29,965 square foot, 63-unit single-room occupancy housing development located in the Industrial (M-1) zone as shown on the submitted plans dated June 25, 2018, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A.

**1. That the use applied for at the location set forth in the application is properly one for which a conditional use permit is authorized by this chapter.**

*Gardena Municipal Code Section 18.36.030(O), allows single-room occupancy uses to be built in the M-1 zone with a conditional use permit; therefore, the application is properly one for which a conditional use permit is required.*

**2. That such use is necessary or desirable for the development of the community and is compatible with the surrounding uses; is in harmony with the general plan; is not detrimental to the surrounding properties, existing uses or to uses specifically permitted in the zone in which the proposed use is to be located; and will not be detrimental to the public health, safety or welfare.**

*A. The proposed project is compatible with the surrounding neighborhood which is a mix of single-family and multi-family residential homes with some commercial and industrial uses. The single-room occupancy community will act as a good transition between the busier and more industrially-oriented South Normandie Avenue corridor and the less-busy and more residential neighborhoods to the west. Directly to the east is a small strip of M-1 property and the railroad runs through this property.*

*B. The design of the buildings are unique but are not seen as incompatible with the surrounding neighborhood. Massing and appropriate setbacks have created a project that is not overbearing on the existing built environment. The design of the building will improve the overall aesthetic of South Normandie Avenue, which is heavily industrial through the neighborhood.*

*C. The residential units have been designed to wrap around the automated parking structure on the east, west, and south sides. There is a wall to the north of the parking structure and an industrial building beyond that. These surrounding uses will buffer the sound of the automated parking structure. Further, information has been provided by an acoustical consulting firm indicating that the sound from the parking system attenuates by 6 dB every time the distance doubles. Therefore, the noise impacts at the nearest residential structure beyond the property line, which is over 100 feet away, would not be impacted by the sound of the parking structure. Additionally, the reduction in noise would be even more due to the intervening structure from the Project which would act as a further noise barrier.*

*D. The property is zoned industrial (M-1). Uses allowed and conditionally allowed in the M-1 zone could create potential negative impacts to the existing surrounding residential uses. Therefore, this project is considered more compatible than any industrial project that may arise on this site due to the presence of industrial zoning.*

*E. The Project is compatible with the following goals and policies of the Gardena General Plan:*

- Housing Element HE Goal 5.0: Promote equal opportunity for all residents to reside in the housing of their choice.*
- Housing Element HE Policy 5.2: Support accessible residential design that facilitates use of housing units by all persons regardless of age or disability status.*
- Land Use LU Policy 1.5: Provide adequate residential amenities such as open space, recreation, off-street parking and pedestrian features in multifamily residential developments.*
- Land Use LU Policy 1.11: Design infill development to be compatible and consistent with the existing low-density character of residential neighborhoods.*
- Community Design DS Policy 2.2: Ensure that new and remodeled dwelling units are designed with architectural styles, which are varied and are compatible in scale and character with existing buildings and the natural surroundings.*
- Community Design DS Policy 2.3: Encourage a variety of architectural styles, massing, floor plans, color schemes, building materials, façade treatments, elevation and wall articulations.*
- Community Design DS Policy 2.9: Integrate new residential developments with the surrounding built environment. In addition, encourage a strong relationship between the dwelling and the street.*
- Community Design DS Policy 2.10: Provide landscape treatments (trees, shrubs, groundcover, and grass areas) within multi-family development projects in order to create a "greener" environment for residents and those viewing from public areas.*
- Community Design DS Policy 3.5: Encourage underground parking or surface parking with effective landscape buffers to minimize the visual impact of parking areas.*

**3. That the site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping and other features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood.**

*The proposed Project meets all the development standards for single room occupancy developments, as set forth in the Gardena Municipal Code as demonstrated in Table 2 of the staff report which is incorporated by reference. The Project was designed with the surrounding uses in mind in that the Project would be complimentary to the existing residential and non-residential uses that surround the Project site. The proposed Project is consistent with the R-2 zoning to the west, across Brighton Avenue, in terms of scale of development.*

**4. That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use.**

*The Traffic analysis provided by Linscott, Law and Greenspan Engineers and incorporated herein by reference determined that based on 63 single room occupancy units and location of vehicle ingress and egress locations, the Project would have no adverse impacts on local traffic flow. The streets are designed to carry the type and quantity of anticipated traffic.*

**5. That the conditions stated in the decision are deemed necessary to protect the public health, safety and general welfare.**

*The conditions of approval will ensure that the proposed project will be compatible with, and not detrimental to, the surrounding uses in the vicinity.*

### SECTION 3. SITE PLAN REVIEW

A site plan shall be approved, or conditionally approved, only after finding that the proposed development, including the uses and the physical design of the development, is consistent with the intent and general purpose of the general plan and provisions of the municipal code, and will not adversely affect the orderly and harmonious development of the area and the general welfare of the City.

The findings for both site plan review and conditional use permit are similar in that they require consistency with the City's General Plan and Municipal Code and that the project will not adversely affect the neighborhood and City as a whole. Therefore, the City Council finds that in meeting the findings for the conditional use permit and meeting or exceeding the development standards for the industrial zone and for a conditional use permit, the Project meets the site plan review findings.

Based on this, the Site Plan Review for the Project consisting of the plans and elevations dated June 25, 2018, on file in the Community Development Department, is hereby approved, subject to the conditions attached hereto as Exhibit A.

### SECTION 4. APPROVAL OF PROPERTY MANAGEMENT PLAN

The management plan attached hereto as Exhibit B addresses the management and operation of the facility, rental procedures, safety and security of the residents, and building maintenance as required by the Gardena Municipal Code. Additionally, the Plan provides that there will be a 24-hour resident manager. The City Council hereby approves the Property Management Plan.

### SECTION 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT

1. The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the following exemption:

Guidelines Section 15332, In-Fill Development Projects, the proposed project is a new 29,965 square foot single-room occupancy housing development that is consistent with all

applicable general plan and zoning designations and regulations. The project occurs within city limits on a project site of no more than five acres, substantially surrounded by urban uses. The proposed site has no value as a habitat for endangered, rare, or threatened species. The project site is able to be served by all required utilities and public services. After review of the project and review of appropriate studies related to the project, the City does not foresee any adverse impacts to traffic, noise, air quality, or water quality.

2. None of the exceptions to the in-fill exemption apply. There are no significant cumulative impacts due to similar projects in the same place. There are no unusual circumstances which would create a significant effect. The Project will not create any damages to scenic highways or resources as there are none in the area to be protected. The Project site is not included on any hazardous waste site. And there are no historical resources on the site.

3. Staff is hereby directed to file a Notice of Exemption.

SECTION 6. This resolution shall take effect immediately.

SECTION 7. The City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of the City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council for the meeting at which the same is passed and adopted.

PASSED, APPROVED, AND ADOPTED this 11<sup>th</sup> day of September, 2018.

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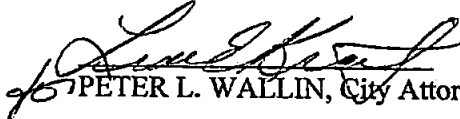
TASHA CERDA, Mayor

ATTEST:

---

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
PETER L. WALLIN, City Attorney

Attachments:

- Exhibit A – Conditions of Approval
- Exhibit B – Property Management Plan

## **EXHIBIT A**

### **CITY OF GARDENA**

#### **CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT #12-16 AND SITE PLAN REVIEW #6-18**

##### **GENERAL CONDITIONS**

- GC 1. Applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgement. The resolution of approval and conditions shall be recorded with the County Recorder. Proof of compliance shall be in the form of a copy of the recorded document, submitted to the Community Development Department, prior to issuance of any construction permit.
- GC 2. Development of this site shall comply with the requirements and regulations of Title 15 (Building and Construction) and Title 18 (Zoning) of the Gardena Municipal Code.
- GC 3. Applicant shall comply with all written policies, resolutions, ordinances, and all applicable laws in effect at time of approval. The conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.
- GC 4. Prior to commencement of work, the contractor/developer shall schedule a pre-job meeting with the City's engineering and building inspectors to minimize construction noise levels, including sound-reduction equipment as deemed necessary by the City. Prior to the issuance of demolition or construction permits, the contractor/developer shall prepare and implement a construction management plan, approved by the City, which includes procedures to minimize off-site transportation of heavy construction equipment.
- GC 5. The site layout and physical appearance of the structures shall be in accordance with the plans dated June 25, 2018, approved by the Planning and Environmental Quality Commission, and modified by these conditions of approval. The final completed project shall be in substantial compliance with the plans upon which the Commission based its decision, as modified by such decision. Minor modifications or alterations to the design, style, colors, and materials shall be subject to the review and approval of the Community Development Director.
- GC 6. Grading and construction activities on the project site shall adhere to the requirements of Chapter 8.36 of the Gardena Municipal Code, which limits construction activities to the hours of 7 a.m. to 6 p.m., Monday through Friday, and 9 a.m. to 6 p.m. on Saturdays. Construction activities on Sundays and public holidays are strictly prohibited.
- GC 7. Applicant/developer shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding, damages, costs



(including, without limitation, attorney's fees), injuries, or liability against the City or its agents, officers, or employees arising out of the City's approval of the Conditional Use Permit and the subsequent Notice of Exemption. The City shall promptly notify the applicant/developer of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant/developer of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant/developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant/developer is the real party in interest in an action, the City may, at its sole discretion, participate in the defense of any action with the attorneys of its own choosing, but such participation shall not relieve the applicant/developer of any obligation under this condition, including the payment of attorney's fees.

#### **PLANNING**

- PL1. Conditional Use Permit #12-16 and Site Plan Review #6-18 shall be utilized within a period not to exceed twelve (12) months from the date of approval, unless an extension is granted in accordance with Section 18.46.040 of the Gardena Municipal Code. Utilization shall mean the issuance of building permits.
- PL2. The property owner/developer shall maintain landscaping in a healthy and well-kept manner, and shall maintain the landscape irrigation system in an operating manner, at all times.
- PL3. The applicant shall pay a \$1,000 per unit multi-family development impact fee prior to certificate of occupancy.
- PL4. The applicant shall incorporate a back-up generator for the automated parking lift in the case of power failure.***

#### **BUILDING AND SAFETY**

- BS1. This project shall comply with all applicable portions of the 2016 California Building Standards Code, Title 24, California Code of Regulations, Parts 1-12.
- BS2. The applicant shall show compliance with all State and Federal Accessibility codes.
- BS3. The applicant/contractor/owner shall show compliance with the State and City's recycling program.
- BS4. The Conditions of Approval shall be printed on working drawings.
- BS5. The applicant shall pay all required fees including but not limited to plan check fees, permit fees, school fees, and excreta.
- BS6. The applicant shall provide a full geotechnical investigation report including possible contaminated soil.

- BS7. No work shall commence prior to the city approval of all deferred submittals.
- BS8. Prior to the submittal of any grading plan the applicant shall submit a preliminary project WQMP for review and approval to the Building and Engineering divisions that does the following:
- a. Utilizes Low Impact Development principles as follows: preserves natural features, minimizes runoff and reduces impervious surfaces; and utilizes infiltration of runoff as the preferred method of pollutant treatment. Infiltration Best Management Practices (BMPs) to be considered include the use of permeable materials such as pervious concrete and concrete pavers, infiltration trenches and planters, and other infiltration BMPs as applicable.
  - b. Incorporates the applicable Routine Source and Structural Control BMPs as defined in the Drainage Area Management Plan (DAMP).
  - c. Maintains the hydrologic characteristics of the site by matching time of concentration, runoff, velocity, volume, and hydrograph for a 2-year storm event.
  - d. Reduces the potential in downstream erosion and avoids downstream impacts to physical structures and aquatic and riparian habitat.
  - e. Thoroughly describes the long-term operation and maintenance requirements for Structural and Treatment Control BMPs.
  - f. Identifies the entity or employees that will be responsible for long-term operation, maintenance, repair, and or replacement of the Structural and Treatment Control BMPs and the training that qualifies them to operate and maintain the BMPs.
  - g. Describes the mechanism for funding the long-term operation and maintenance of all Structural and Treatment Control BMPs.
  - h. A copy of the forms to be used in conducting maintenance and inspection activities.
  - i. Recordkeeping requirements (forms to be kept for 5 years).
  - j. A copy of the form to be submitted annually by the project owner to the Public Works Department that certifies that the project's Structural and Treatment BMPs are being inspected and maintained in accordance with the projects WQMP.
  - k. A certified copy of the Covenant and Agreement regarding the O & M Plan to Fund and Maintain Water Quality BMPs, Consent to Inspect, and Indemnification form.
- BS9. A copy of the project's Covenants, Conditions and Restrictions shall be provided to the Community Development Department for review and approval that includes requirements for maintenance and funding of the projects structural and treatment water quality best management practices as approved by the City in the project's WQMP.
- a. Conditions for Coordination of Water Quality BMPs

i. Landscape Plans

1. Prior to submittal of landscape plans for City approval, the applicant shall review the approved Water Quality Management Plan and ensure the proposed landscape plans are consistent with the project grading plans and show applicable Best Management Practices such as grass swales, detention basins, grass or vegetated buffers, filters, permeable pavers, etc.

ii. Building Permits

1. Prior to submittal of building plans, the applicant shall review the approved Water Quality Management Plan and grading plan to ensure the structure's downspouts or drainage outlet locations are consistent with those documents. Copies of the building or architectural plans showing the downspouts and drainage outlets shall be submitted to the Building and Engineering Departments for review and approval.

**PUBLIC WORKS**

- PW1. The applicant shall provide sewer cleaning, video, and capacity analysis.
- PW2. The applicant shall pay \$6,440.00 sewer fee (pending outcome of sewer capacity analysis).
- PW3. The applicant shall remove and replace all sidewalk abutting to the project site.
- PW4. The applicant shall remove and replace all curb and gutter abutting to the project site.
- PW5. The applicant shall remove and replace curb ramps abutting the project site.
- PW6. The applicant shall remove and replace concrete driveway abutting the project site.
- PW7. The applicant shall remove all abandoned driveways and replace with new curb, gutter, and sidewalk.
- PW8. The applicant shall remove/plant street trees adjacent to the site per Deryl Lloyd, Parks Superintendent (310) 217-9169.
- PW9. The applicant shall remove and replace existing traffic sign on West 169<sup>th</sup> Street.
- PW10. The applicant shall re-paint existing curbs and install new traffic signs per City of Gardena.
- PW11. The applicant shall show all sidewalk structures on plans (i.e. poles, hydrants, and traffic signal conduit).
- PW12. The applicant shall provide curb drains.

- PW13. The applicant shall provide street improvement plan showing all requirements. Street plans shall be designed and signed by a registered Civil Engineer.
- PW14. The applicant shall obtain a Public Works encroachment/excavation permit.
- PW15. Requirements are based on preliminary review only; additional requirements may be imposed upon full plan submittal and review.

16819 Normandie LLC certifies that it/he has read, understood, and agrees to the Project Conditions listed herein.

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16819 Normandie LLC

By \_\_\_\_\_

P:\Community Development\2013 Community Development\Planning\2016\CUP #12-16 (16819 South Normandie)\Documents\1\_Word\3\_Conditions of Approval (CUP #12-16).docx

# **EXHIBIT B**

## **Management Plan for**

### **The Normandie Ave. Apartment Communities**

located at: 16819 Normandie Ave. Gardena

# Normandie Apartments

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# Normandie Apartments

## 1.0 Executive Summary

The Normandie Management, LLC (which shall be referred to as NM) has been formed for the purpose of the development and management of 64 units within one apartment building located at 16819 Normandie Ave. in Gardena, CA. NM will be providing apartments at market rate rents. By being involved in each step of the way from development to rental, we at NM can ensure our customers that they are receiving the highest quality living. Will be providing high quality housing that offers both up-to-date technological amenities as well as state-of-the-art living conditions at affordable rental rates. At this time, the building will be referred to as "Normandie Ave. Apartments." Normandie Ave. Apartments will foster an atmosphere and a quality of life that is of the highest standards. Customer satisfaction, safety and an overall healthy working relationship are our main goals at NM.

### 1.1 Objectives

1. Provide reasonably priced rental housing units in an area with a lack of newly built affordable priced apartments.

### 1.2 Mission

Normandie Ave. Apartments will provide high-quality, comfortable rental apartments in Gardena. Our apartments will offer state-of-the-art architectural design and living conditions reflective of today's technology and a growing need for quality housing in the area. Our company is dedicated to a hassle-free living environment in which our tenants can enjoy all the benefits of safe, attractive, and inviting units. Unlike many other real estate companies that are solely concerned with turning profits, NM is to maintain the highest level of customer satisfaction that is achievable. Tenant safety, happiness, and comfort are extremely important to our operations.

Normandie Ave. Apartments is being built to compliment the local area in three main aspects: design, usability, and functionality. The apartments are designed to be priced at market rent rates. Within the company, we have strived to work as a cohesive, harmonious unit focused on exemplifying our mission. Just as customer satisfaction is an intricate part of NM's success, so is employee satisfaction. That is why the founders of NM believe that employee satisfaction will make the company a success and will be the key to their longevity.

### 1.3 Keys to Success

1. Safe, quality housing that provides state-of-the-art amenities at competitive prices.
2. Maintaining open communication between NM and its residents to ensure the highest level of customer satisfaction and long lasting reputation within the community.
3. Experienced staff with professional leasing and management experience.

## 2.0 Company Summary

NM has been formed for the development and management of the apartments at 16819 Normandie Ave. Primary experience and expertise has been in the development of high-quality, urban infill projects such as condos, apartments and mixed-use buildings. Its members have years of experience in all aspects of real estate.

# Normandie Apartments

## 2.1 Company Ownership

NM has been created as a Limited Liability Corporation. It will be owned by its investors who are also the Developers of the project. Their intention is for long-term holding and managing of the Normandie Ave. Apartments.

## 2.2 Company Locations and Facilities

NM will lease and manage the apartments from a leasing office located within the building during business hours. This office will also be available for maintenance, janitorial and repair service staff during business hours and we expect to have a minimum of one live-in manager on the premises. For after-hours emergencies, we will have a 24-hour phone number to call in addition to the live-in manager.

## 3.0 Management Operations

Management of operations will focus on 4 main areas:

1. Leasing.
2. Maintenance and repair (including emergencies).
3. Accounting of all business operations.
4. Security of tenants and property.

## 3.1 Management Team

The management team will be mostly departmentalized. Employees are delegated tasks based upon their specialty. Initial staff will include members already integrated with NM as well as additional staff with appropriate experience. At NM, we prefer to hire staff rather than outsource to ensure that our customer service and quality of work remains consistent with NM's mission.

The initial expected staffing is as follows:

-2 full-time managers: Job responsibilities include managing operations, overseeing staff, overseeing advertising and accounting. Responsibilities may also include some after-hours emergency calls if needed.

-2 part-time leasing agents: Job responsibilities will be leasing of the residential units. This includes follow-up on advertising, communications with prospective tenants, apartment showings, processing of paperwork and tenant move-ins.

-1 part-time maintenance technician: Job responsibilities will include all in-house maintenance and repair issues including after-hour emergency calls. Job responsibilities may also overlap with janitorial staff.

-1 part-time janitorial personnel: Job responsibilities will include 6 times per week cleaning and maintenance. Job responsibilities may overlap with the maintenance technician and may also include after-hours emergencies.

-In addition to our regular staff, there may be occasion to use trained temp-staffing to fill in any gap or emergency that may arise.

## 3.2 Leasing

The leasing of the apartments will be performed in a manner that is professional, consistent with our customer service objectives and in accordance with all local, state and federal guidelines. At NM, we have a vested interest



## Normandie Apartments

in creating and maintaining a relationship with our residents. We want to provide great apartments with great customer service. This includes making the leasing process as hassle-free as possible.

### 3.2.1 Leasing Process

Normandie Ave. Apartments will be leased to market rate rental residents. The process for leasing an apartment will include the following steps:

1. An application must be completed to determine credit worthiness, income eligibility, and rental history. At NM, we are experienced in processing this type of information quickly and efficiently. We also understand the importance of protecting an individual's privacy and personal information. Only limited authorized staff or auditors will have access to sensitive personal information of applicants and tenants.
2. After eligibility is approved and verified with the appropriate backup documents, we will sign a lease for the specific apartment to be rented. The minimum lease term shall be 30 days. At the time of lease signing we shall collect the first month's rent and an applicable security deposit.
3. If an applicant is denied based on credit or eligibility requirements they shall receive a written notice of such denial.
4. Once a lease is signed then the new tenant receives copies of the signed lease, rules and regulations, Gym rules and a packet of helpful information regarding the building and the local area. Move in is scheduled for all new tenants so as not to conflict with other move-ins.

### 3.2.2 Leasing Documents

The leasing documents are generally composed of the following items:

1. Application
2. Lease
3. Rules and Regulations
4. Addendums

# Normandie Apartments

## 3.2.2.1 Application

### NORMANDIE AVE. APARTMENT RENTAL APPLICATION

#### OCCUPANT

Name \_\_\_\_\_ CoApplicant/Guarantor \_\_\_\_\_

Driver's License No. \_\_\_\_\_ Social Security No. \_\_\_\_\_ DOB \_\_\_\_\_

Phone: Home \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

#### EMPLOYMENT HISTORY

Current Employer \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

Gross Monthly Salary \_\_\_\_\_ Position \_\_\_\_\_ How long? \_\_\_\_\_

Other income sources \_\_\_\_\_ other gross monthly income \_\_\_\_\_

Co-applicant/Guarantor's Employer \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

Gross Monthly Salary \_\_\_\_\_ Position \_\_\_\_\_ How long? \_\_\_\_\_

Other income sources \_\_\_\_\_ other gross monthly income \_\_\_\_\_

#### RENTAL HISTORY

Present Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Rent \_\_\_\_\_ Own \_\_\_\_\_ Rental/Mortgage Amount Paid Monthly \_\_\_\_\_ From/To \_\_\_\_\_

Reason for leaving \_\_\_\_\_

Landlord's Name/Mortgage Co. \_\_\_\_\_ Phone # \_\_\_\_\_

Previous Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Rent \_\_\_\_\_ Own \_\_\_\_\_ Rental/Mortgage Amount Paid Monthly \_\_\_\_\_ From/To \_\_\_\_\_

Reason for leaving \_\_\_\_\_

Landlord's Name/Mortgage Co. \_\_\_\_\_ Phone # \_\_\_\_\_

#### BANKING REFERENCE

Name \_\_\_\_\_ Phone# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account # \_\_\_\_\_ Checking \_\_\_\_\_ Savings \_\_\_\_\_ Balance \_\_\_\_\_

#### OTHER INFORMATION:

In the past have you failed to perform any obligation of a rental agreement or have you been a defendant in an eviction lawsuit?

If yes. Explain \_\_\_\_\_

Any pets(describe) \_\_\_\_\_

In case of emergency notify \_\_\_\_\_ relationship \_\_\_\_\_

phone \_\_\_\_\_

The information on this application is true and correct to the best of my knowledge. I hereby authorize NM or its agents to verify the above information and obtain either a consumer or investigative credit report from Contemporary Information Corp. I understand that the \$ fee for verifying this rental application is not a deposit, will not be applied to any rent, or refunded even if the application to rent is declined.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Normandie Apartments

## 3.2.2.2 Lease

The lease terms and conditions may be changed and updated from time to time.

### Residential Lease

This agreement made as of the date written below by \_\_\_\_\_, LLC "Lessee" does hereby lease to \_\_\_\_\_ **TENANT NAME** "Lessee" herein, and Lessee hereby hires and takes the premises (as defined below) for the term specified subject to all of the terms and provisions set forth below:

1. **Premises:** The premises here leased are situated at **Normandie Ave. APT \_\_\_\_\_**, Gardena, CA

2. (a) **Term.** The term of this Agreement shall be for a \_\_\_\_\_ month period commencing on **Date Lease Starts**. Any permitted holding over, with the permission of the landlord, after the term shall create only a month-to-month tenancy, terminable at any time thereafter by either party on 30 days written notice.

(b) **Notices.** The notices provided for herein or required by law to be served by the Lessee to the Lessor shall be served upon the Lessor, by certified mail or by delivering a copy thereof to Lessor at Leasing Office, or to such other place as Lessor shall from time to time designate to Lessee in writing.

3. **Rent.** The rent for the premises shall be the sum of **Monthly rent in dollars (\$ \_\_\_\_\_ ) per month**, which rent Lessee hereby agrees to pay at the office of Lessor or at such other places as Lessor may from time to time designate. Lessee expressly agrees to pay said rent each month in advance. If the term of this agreement commences on any day other than the first day of the calendar month, the rent for the second month shall be prorated to the first day of the calendar month and all monthly installments of rent payable by Lessee shall thereafter be paid in advance on the first day of each calendar month during the term.

(a) All rental payments received after the third (3rd) day from the due date shall be subject to a late fee of \$50.00. However, any payment not received by the first day from the due date shall be subject to a Three-Day Notice.

(b) Any returned check for any reason whatsoever shall be subject to a returned check fee of Twenty (\$20.00) Dollars.

(c) If the Lessor for any reason cannot deliver possession of said premises to Lessee at the commencement of said term, the Lessor shall not be liable to Lessee for any loss or damage resulting therefrom, but there shall be a proportionate deduction of rent; nor shall this lease be void or voidable for a period of ten (10) days thereafter; and if for any reason said premises cannot be delivered within said number of days, then Lessee may, prior to Lessor's delivery of the premises, declare this lease to be null and void and all money paid to Lessor shall be refunded to the Lessee.

4. **Utilities.** Lessee agrees to pay for utilities.

5. **Deposits.** In addition to the rent due hereunder, Lessee shall upon the signing of this Agreement, deposit with Lessor a SECURITY DEPOSIT in the amount of \$ \_\_\_\_\_. Said SECURITY DEPOSIT shall be paid for the faithful performance of Lessee's obligation for rent or any damages or destruction of the premises or any part thereof for which Lessee is responsible hereunder. Lessor may, at his option, repair such damage or destruction, and in addition to any other remedies hereunder, apply such security deposit towards payment of the costs of such repair. In the event that such security deposit shall be applied in any manner authorized, Lessee agrees within ten (10) days after demand from Lessor, to deposit with Lessor an amount sufficient to restore the security deposit to



## Normandie Apartments

the amount originally deposited hereunder. Failure to do so shall be a default hereunder. If actual costs of damage exceed the amount of the security deposit, Lessee shall personally pay any excess costs.

Lessee shall not apply any portion of this security deposit against unpaid rent. Authorized security deposits shall be accounted for within twenty-one (21) days after termination of residency and return of keys and transmitter(s).

6. **Use of Premises.** Lessee agrees to use the premises solely as a private residence, and that only the following persons and no others shall occupy the premises without the prior written consent of Lessor: The Lessee agrees to use the premises and all common areas made available to Lessee always in accordance with the Rules and Regulations attached hereto or hereinafter promulgated and further agrees not to violate any law or ordinance or any governmental authority with respect to the premises.

7. **Condition of Premises; Maintenance and Repair; Right of Inspection.** Lessee has inspected the premises and hereby accepts the premises in its as is physical condition, agreeing that no statement or representation as to the condition has been made by Lessor. Lessor may, at Lessor's option, and without being under any obligation whatsoever to do so, enter the premises during normal business hours to examine the same, to make such repairs or perform such maintenance as Lessor may deem necessary or desirable, or exhibit the premises to prospective tenants, workmen, or contractors. Lessee agrees to maintain the interior of the premises always during the term hereof in good and clean condition as good as the present condition of premises (reasonable wear and tear excepted) and to return the premises to Lessor in such condition at the end of the term. (but without limitation), Lessee shall pay for any expense, damage or repair condition by the stopping or overflow of waste pipes, bathtubs, water closets, wash basins, disposals, dishwashers or sinks.

8. **Assignment and Subletting.** Lessee agrees, as a condition of continuation of this Agreement, not to sell, assign, transfer, set over, mortgage, hypothecate, or in any manner dispose of this Agreement, its term, or any part of its term, or the premises, in whole or in part, without the written consent of Lessor. In the event Lessor at any time shall give such written consent, it shall not be construed as a waiver of any other written consent above required, or for any other time or for any other reason.

9. **Furniture and Fixtures.** In the event the apartment is all or partially furnished, then all such furniture and fixtures are and shall remain the property of Lessor and Lessee hereby agrees that, in the event of any damage or destruction to such furniture or fixtures during the term of this Agreement (reasonable wear and tear excepted), Lessee will pay promptly, on demand, all costs of repair or replacement of such furniture or fixtures. Lessee shall not remove any of such furniture or fixtures from the premises at any time.

10. **Pets.** Lessee agrees that no pet or pets may be kept in or about the premises without the prior written consent of the Lessor. In the event such consent is granted, it shall apply only to that pet specified. All decisions on pets shall be subject to the discretion of the Lessor and his decision in each case shall be final. In the event consent is given with respect to a pet, such consent may be later withdrawn at any time by the Lessor upon notice to the Lessee whereupon Lessee shall immediately remove the pet permanently from the premises. Lessee agrees to pay for any damage to the premises or to the furniture, furnishing or equipment therein, caused by any pet. Lessee agrees to pay to the Lessor the sum of \$ \_\_\_\_\_ per month upon receiving consent to have the pet in or about the premises, and an additional security deposit of \$ \_\_\_\_\_ which sum shall be held by the Lessor as an additional security deposit. Said additional security deposit shall be added to any deposit under Paragraph 5 above; and, upon the expiration of the occupancy, such security deposit may be applied by the Lessor for any purposes permitted under Paragraph 5.

11. **Alterations and Improvements.** Lessee agrees not to make any alteration of, or make or add any improvement of any kind to the premises without obtaining Lessor's written consent in advance, including without limitation, painting, wallpapering, permanent shelving and flooring and changing of locks. All alterations, additions or improvements in and to said premises shall be the property of Lessor and shall remain upon and be surrendered with the premises.

## Normandie Apartments

(a) Lessee shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

12. **Damage and Destruction.** Lessee hereby indemnifies Lessor against, and agrees to pay on demand, for all reasonable costs of repair or restoration as a result of any damage or destruction to the premises or any part thereof resulting from the willful or negligent act of Lessee (and/or any person on the premises through or under Lessee's direction including without limitation, guests of Lessee). In particular, but without limiting the generality of the foregoing, Lessee indemnifies Lessor against any damage or destruction resulting from leaving windows open during rains or storms, unnecessary flows of water from pipes, faucets or other sources, failure to turn off electrical appliances or lights when not in use, and littering of the premises or adjoining common areas.

13. **Default by Lessee.**

(a) The occurrence of any one or more of the following events shall constitute a default hereunder by Lessee: (I) The abandonment of the premises by Lessee; (II) the failure by Lessee to make any payment of rent or additional rent required to be made by Lessee hereunder as and when due; and, (III) the failure by Lessee to observe or perform any of the other provisions of this lease to be observed or performed by Lessee if such failure shall not be cured within three (3) days after notice thereof.

(b) Whether or not the premises are re-let by Lessor, Lessee shall remain obligated under the lease and shall pay to Lessor, until the end of the term hereof, the amount of rent required to be paid by Lessee hereunder, provided however, that in the event Lessor does re-let the premises, Lessor shall apply the rent or other proceeds actually collected by it as a result of re-letting against any amounts due from Lessee hereunder. In the event Lessor elects to terminate this lease, it may recover, in addition to the rent which has accrued as of the time of termination, the worth at the time of the award of the amount of rent for the balance of the term after termination, less the amount of such rental loss which Lessee proves could have been or could reasonably be avoided.

(c) Lessee shall pay all expenses incurred by Lessor in recovering possession of the premises and re-letting or attempting to re-let the same and all costs, including attorney's fees, incurred by Lessor in exercising any remedy provided herein or in enforcing Lessee's obligations hereunder as a result of litigation or otherwise.

14. **Rules and Regulations.** You shall comply with all rules and regulations(attachment) which govern the building and any part of its property, and any alterations or changes in the rules and regulations which we, in our discretion, may adopt for the building. You covenant and agree that all rules and regulations continued in this Lease and those which may be adopted later by us and made known to you have the same force and effect as covenants of the lease, and you covenant and agree that you family and visitors will observe all such rules and regulations. In addition, we reserve the right to alter, amend, or modify these rules and regulations, and you agree to abide by any alterations, amendments or modifications.

15. **Subordination.** This Agreement shall, without further act on the part of Lessee, be subject and subordinate to the lien of any mortgage and/or deed of trust or other encumbrance which may now exist upon, or which may hereafter be placed by Lessor upon the premises or property including the premises.

16. **Waiver.** The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other time, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

17. **Possession.** Failure to deliver possession of the premises at the time herein agreed upon shall not subject Lessor to liability for damage beyond the amount of the deposit received from Lessee.

## Normandie Apartments

18. **Auto Parking (if applicable).** It is expressly understood and agreed that the assigned parking space at said premises is limited to private passenger vehicles and Lessee shall have no right to store any vehicles, boats or trailers or ANY other property on said parking space without written consent of Lessor. Car repairs, washing or painting are not permitted anywhere on the property. Lessee hereby grants to Lessor the undisputed right, with ten (10) days notice, to remove any vehicle from parking space which is inoperable in Lessor's opinion, and remains inoperable for ten (10) consecutive days. Lessee further agrees that any vehicle owned by Lessee remaining on the property after the termination of this Agreement may be immediately removed with full immunity from damages for such removal, on the part of the Lessor. Lessor shall not park, or allow anyone else to park, in any other space on Lessor's property. Lessee shall not assign or sublet any such parking space and Lessor may have unauthorized vehicles towed away. Upon ten (10) days written notice to Lessee, Lessor may terminate Lessee's parking privilege or change the size and/or location of Lessor's parking space.

19. **Lessor's Representative (if applicable).** Should the above premises be under the control of a resident manager, in that event Lessor appoints the resident manager as its duly authorized agent to manage the premises and to act for the purposes of services of process and for the purpose of receiving and receipting for all notices and demands.

20. **Attorney's Fees.** In the event a suit shall arise relating to the terms and conditions contained in this lease or the breach thereof, the losing party shall pay to the prevailing party reasonable attorneys fees which shall be fixed by the Court.

21. **Keys and Entry.** Lessee shall at all times provide Lessor with a key to all locks on the premises. Lessee shall allow Lessor or Lessor's representatives access to the unit for the purposes of making repairs or to inspect the unit, to show the unit to prospective tenants, purchasers, workmen or contractors.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Owner or Agent for Owner, "Lessor"

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Tenant, "Lessee"

### 3.2.2.3 Rules and Regulations

#### The Normandie Ave. Apartments RULES AND REGULATIONS (Attachment #1)

These rules and regulations are a binding part of your lease. A violation of any of these rules may be considered a failure to honor our lease obligations, and consequently, you may be considered in default and subject to legal action under the lease and the law.

**1. RENTAL PAYMENT** - Rent is due on or before the first day of each month. Checks should be made payable to the management company for the full amount of rent. Failure to pay all rent will expose all tenants in the apartment to eviction proceedings, and consequently, you will be subject for payment of Landlord's legal costs and fees. Please make arrangements well in advance to see that rent is paid in a timely manner. Rent is preferred in the form of a check or money order. Also, please be sure that your apartment number is clearly written on your check to help us properly credit your rent.

**2. PARTIES AND EXCESSIVE NOISE** - Be forewarned: The Landlord will vigorously enforce all Lease provisions with regard to excessive noise and parties. You are bound by you lease to be responsible for the behavior of your guests and to respect the rights of other tenants at The Normandie Ave. Apartments. After 10:00pm is considered quiet time. Again, you are responsible for the behavior of yourselves and your guests. If you have guests/a party and it causes any disturbance which is too big, uncontrollable, or disturbing others, management and/or the police will shut it down. Any violations of the party and noise provision of the lease will result in

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written warnings being sent to the tenants and their guarantors. More than one written complaint for noisy behavior may be considered grounds for eviction. Likewise, if you find that you are disturbed or bothered by the behavior of other tenants, and you have failed in your attempts to remedy the situation, please contact management and/or the police to allow us to address the situation. All complaints made to management will be held confidentially.

**3. ILLEGAL USE OF PREMISES** - All residents agree not to engage in or permit unlawful activities. This includes under age drinking and illegal drug related activities in the apartment, hallways, common areas, or grounds.

**4. ALCOHOLIC BEVERAGES ON THE GROUNDS** - Alcoholic beverages shall not be consumed on the grounds, in the hallways, or in the common areas of The Normandie Ave. Apartments.

**5. SMOKING** - Smoking is NOT permitted in common areas of the property.

**6. GARBAGE AND RECYCLING** - All trash must be disposed of properly in the trash chutes or dumpsters conveniently around the property. It is mandatory to recycle in The Normandie Ave. Apartments. Recycling collection sites are located adjacent to each dumpster for newspaper, glass, cardboard, and metal cans. Glass and cans must be rinsed out. Each apartment has been provided with one recycling bin. Any bin that is not left at the end of the tenancy will be charged against your security deposit.

**7. LITTERING** - Residents and guests shall not litter the common areas or grounds of the complex. Personal property (bicycles, strollers, etc.), may not be left in the hallways or chained to trees, etc. Such items may be considered abandoned and disposed of by the management.

**8. BALCONIES AND YARDS** - Residents shall not store garbage on their balconies or yards. Residents shall not hang laundry outside. For safety reasons, please do not hang or place plants directly on top of balcony railings. All yards and balconies must be kept neat and clean.

**9. SERVICE REQUESTS** - All service and maintenance requests will be handled as promptly as possible. Please submit all service requests in writing by email or in the office mailbox. Requests should not be made directly to the maintenance staff, as this will upset the system we have in place to best serve our residents. If you have an emergency maintenance request after or before office hours, please contact our emergency number. Feel free to use this number anytime you are unable to contact the office with an emergency. Our answering service person will take your name, telephone number, and apartment number and relay your request to the maintenance personnel. Please do not use the emergency number for routine matters.

**10. KEYS** - Lost keys will be replaced at a cost of \$15.00 each. Occasionally, a resident may wish to have his/her lock changed, the charge for this is \$25.00. If you get locked out of your apartment during normal business hours, we will be happy to open the door at no charge as soon as possible. After normal business hours and on weekends there is limited lockout service available. Monday through Friday between 4:00pm and 9:00pm, and on weekends/Holidays between 9:00am and 4:00pm, lockout service is available for a charge of \$35.00. Monday through Friday between 9:00pm and 9:00am, and on weekends/Holidays between 4:00pm and 9:00am, lockout service is available through our locksmith only and the charge is \$75.00.

### **11. PARKING -**

A. All vehicles must be parked in a designated parking space.

B. Any vehicle parked in a non-designated area, such as the fire lane, or in front of a dumpster will be towed at the vehicle owner's expense without further notice. If a permit has been issued to that car, it may be revoked and all parking privileges suspended.



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C. Any resident car, with or without a resident sticker, parked in such a space will be towed at the vehicle owner's expense.

D. Only vehicles with valid Normandie Ave. Apartment Parking Permits may park in resident parking areas. Cars parked without permits are subject to towing at the vehicle owner's expense.

E. All permits remain the property of The Normandie Ave. Apartments. The landlord reserves the sole right to revoke any permit from any tenant not observing the parking regulations.

F. No repairs (including washing of cars and changing oil) may be done to vehicles anywhere on The Normandie Ave. Apartment's property.

G. No double parking (end to end) is allowed anywhere.

H. All vehicles must be registered and insured

**12. SMOKE DETECTORS** - All smoke detectors have been checked to ensure that they are working when a tenancy begins. Residents agree to notify management in the event there is any problem with either the smoke detector and/or emergency lighting/smoke detectors in the common hallway. If we find a smoke detector vandalized, or removed, the tenant will be charged \$50.00 plus the cost of materials for putting the smoke detector back into working order. Smoke detectors and other fire safety equipment are provided for your safety as well as the safety of others. We reserve the right to prosecute to the full extent of the law in the event you or your guests vandalize any fire safety equipment. We reserve the right to check your smoke detector when performing other maintenance in your apartment, or at other times during your tenancy. If your smoke detector is found to be not working properly during one of these checks, it will be repaired and you will be charged.

**13. MOVING** - Moving in and out of apartments is permitted between the hours of 8:30am and 5:00pm. Cars and trucks are not permitted on the curbs, sidewalks, etc. while you are moving in or out, and are subject to towing without further notice. Any damage to the common areas caused by your moving will be charged accordingly.

**14. GYM AND BAR-B-QUE** - Please see the most updated Rules and Regulations. Hours and Rules will be posted within the complex. NO ALCOHOLIC BEVERAGES OR FOOD OR SMOKING IS PERMITTED ANYWHERE IN THE PUBLIC AREAS OR GYM.

**15. PET POLICY** - One small pet under 20 lbs are permitted with management approval. Please see the Pet agreement for rules and regulations governing pets. Any animal found in either the common hallways or on the grounds is subject to immediate removal by a member of NM Staff. Any animals found will be turned over to the town or an animal shelter. An animal will neither be returned to any resident, nor to any neighbor. If we have become aware for any reason of an animal living in an apartment without written approval, the tenants shall receive a written notice immediately that they have five (5) days to remove the animal, or eviction proceedings will commence.

**16. DELIVERIES** - The Management Office is not responsible for any loss or damages resulting from the delivery of residents' packages to the office in the case that the residents are not home. Residents are free to request that packages not be left at the office.

**17. SALES & SOLICITING** - All sales and soliciting are strictly prohibited on The Normandie Ave. Apartments property.

**18. DAMAGE TO THE APARTMENT/COMMON AREAS** - Tenants will be strictly held responsible for damages in their apartments and to the common areas. You are also responsible for any damage done by your guests. A written bill will be sent shortly after the damage is noticed and payment is expected promptly upon receipt. Further, maintenance that is required beyond usual wear and tear will be charged to the tenants (this includes toilet back ups because of improper use, holes in walls, etc.).



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**19. MOVE OUT PRIOR TO THE EXPIRATION OF LEASE** - Each tenant must realize that moving out prior to the expiration of the lease does not release such tenant or any guarantor if applicable. This means you are each responsible for the actions of your roommates. The Landlord does not differentiate between you individually, with respect to this you are all treated as a group. If you move out prior to the expiration of the lease, you must notify the office in writing and return your keys. You will remain responsible for payment of rent and other charges until the earlier of the original expiration of your lease, or our leasing the apartment to a new tenant who takes possession. In addition, you may be held responsible for leasing costs that may include but are not limited to cleaning the apartment, painting, advertising, etc. If you move out and fail to pay rent the management/owners may go to court and obtain a judgement for monetary damages against the tenant and/or the guarantors of the lease.

**20. SECURITY DEPOSIT REFUNDS** - Apartments will be inspected for damages shortly after the tenants vacate the apartment. Security Deposit refunds will be made in the name of the tenant/guarantor on the lease, unless we receive a form (available in the office) indicating to whom the check should be made payable. In no event will we issue separate checks. It is important that you give us a forwarding address for the check. Failure to give us a forwarding address may delay return of your Security Deposit. Security Deposits will be return within (21) days from move out.

**21. SUGGESTIONS** - We welcome all constructive criticism of any policy we may have, and welcome your suggestions for improving the overall quality of living at The Normandie Ave. Apartments. Please feel free to call upon the Manager with your thoughts.

**22. NORMANDIE AVE. GROUP STAFF** - It is the policy of the owners and management to be responsive and courteous. If you feel someone has been rude or unreasonable please contact Lee Johnson at 310-892-2244.

**23. CHANGES TO RULES AND REGULATIONS** - The landlord reserves the right to change and/or amend these rules and regulations at any time.

### GENERAL RULES

1. The gym and bar-b-que areas are to be used only between the hours of 8:00 A.M. and 8:00 P.M. This is subject to change per posted signage by management.
2. The gym is reserved exclusively for use of residents of the building and their guests.
3. Children under the age of Sixteen (16) shall not use gym without an adult in attendance.
4. No food may be served or eaten in or around the gym area at any time without Owners/Agent's consent. Refreshments must be served in unbreakable containers.
5. No alcoholic beverages shall be served or consumed in or around the public area of the complex at any time. No person under the influence of alcoholic beverages is permitted in or near the gym.
6. Running and jumping, "horseplay," fighting, boisterous or dangerous conduct, and/or any noisy behavior disturbing to the other residents, is forbidden in or around the complex or gym areas.
7. No radios, record players, or other musical instruments may be used in or around the complex or gym area without the consent of Owner/Agent.
8. Residents and their guests are required to be properly attired always, going to and from and in or around the complex and gym areas.
9. Residents and guests will place their own towels over furniture when using suntan oil or other lotions.
10. No smoking is allowed at the property

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11. No trainers or professional classes are allowed or are being hired in the complex or gym
12. Persons using the gym facilities do so at their own risk.
  - Owner/Agent is not responsible for accidents or injuries during the misuse of equipment.
  - Owner/Agent is not responsible for articles unattended, lost, damaged or stolen within the gym.

## 3.2.2.4 Addendums

The need for lease addendums may arise. NM will use standard lease addendum forms for any case that may arise.

## 3.2.3 Leasing Timeframe / Vacancy

The full leasing of the apartments is expected to take approximately six months from the completion of the building.

## 3.3 Rental Prices

The rental rates shall be as follows: Approximately \$1,500.00/month. Utilities will be paid by tenant.

## 3.4 Maintenance and Repairs

It is our goal at NM to respond to all maintenance and repair requests with prompt and courteous service. The building and premises shall also remain in Repair requests will be able to be made through the following methods.

1. Management office: Requests can be submitted in person at the management office during business hours or a note can be dropped off in the office mailbox.
2. Website - Requests can be submitted through our website under resident services or emails can be sent directly without going through the website.
3. Emergency phone line - There will be a 24-hour emergency line in which our staff can be alerted and respond to any emergency call 24 hours/day. Routine maintenance will be done by our on-site maintenance technician and shall include maintaining and/or replacing when necessary the following items.
  - Light bulbs.
  - Lock and door mechanisms. This includes changing batteries in the apartment electronic door systems.
  - Gym maintenance.
  - AC filter cleaning in each apartment.
  - Any common area equipment maintenance that is not maintained by specialty vendors.
  - All common area painted surfaces.
4. Specialty vendor maintenance. The following systems shall be maintained and repaired by specialized companies.
  - Elevator systems.

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- Fire sprinkler, standpipe, alarm and extinguisher systems.
- Hot water heater systems.
- Solar panel systems.
- Garage gate.

### 3.5 Accounting

Accounting Services: NM Staff will keep accurate records of all appropriate accounting of operations.

### 4.0 Services/Amenities

At NM, it is important for The Normandie Ave. Apartments to be more than just an apartment building. We intend on providing services and amenities which will create a unique living environment for every tenant.

#### 4.1 Leasing/Management Office

NM will maintain a management/leasing office on the premises. Instead of having an outside leasing company who will not maintain an on-site presence, we at NM prefer an on-site staff to be available for day-to-day operations and to cater to our tenants.

##### 4.1.1 Rent Payment Conveniences

To provide the most options for tenants, The Normandie Ave. Apartments will accept the following forms of payments.

1. Cashiers check, money order or personal check (personal check not accepted for initial move-in).
2. Automatic debit through a bank.
3. Credit Card (most major credit cards will be accepted)

#### 4.2 Unit Features

Each of the apartments is not more than 350 interior sq. ft. but will offer the following features:

- 1- Each apartment will have a balcony or yard with outdoor space.
- 2- Each apartment is equipped with its own full bath.
- 3- Kitchenette: Each apartment includes a small refrigerator, range, a microwave and garbage disposal.
- 4- Technology package: Each apartment is pre-wired for cable, phone and internet. High speed internet will be available for immediate use in each apartment upon move-in through an owner installed system but there will also be the choice of alternate utility companies.
- 5- Vinyl Wood flooring for easy care and longevity.

#### 4.3 Disability Access

Normandie Ave. Apartments will be disability accessible and adaptable per the current A.D.A. standards for this type of housing.

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## 4.4 Business Center

NM will provide a technology center with up-to-date features. The business center will enable tenants to access a computer with internet access, a printer, copying services and potential additional services.

## 4.5 Internet Access

The Normandie Ave. Apartments will provide, for a fee, all residents access to internet upon moving in. We will combine hard-wired internet connections with a wireless system for entire building coverage. Our system will enable tenants to access the internet upon move-in without the standard waiting time typically required for utility companies.

## 4.6 Safety Features

Keeping with NM's mission, Normandie Ave. Apartments will be a community that residents will feel safe knowing that there is locked, gated access to the building in addition to security cameras monitoring the building areas and state-of-the-art electronic apartment keys.

### 4.6.1 Gated Access

The main pedestrian gate will be locked and will offer residents a keyless access code to enter. Non-residents will use the intercom system to call residents to enter the building. The garage gate will require a remote transmitter to enter.

### 4.6.2 Security Cameras

The Normandie Ave. Apartments will be equipped with high-tech security cameras on all entrances and exits and several common areas. This system will also allow tenants to access a camera at the main entrance to see visitors at the intercom.

### 4.6.3 Electronic Apartment Keys

The Normandie Ave. Apartments will use state-of-the-art electronic apartment keys. These keys will provide advantages for safety and security. It is virtually impossible to duplicate them by unauthorized personnel. In addition, it provides security for tenants and NM alike in the ability to check which keys were used for recent access to any apartment.

## 4.9 Gym

NM will provide tenants with a Gym which will feature amenities that may be used by all tenants and guests accompanied by tenants.

## 5.0 Marketing

NM will use a comprehensive marketing plan to advertise to as many people as possible. This will include:

1. Website and building signage.
2. Local and Southern California advertising.
3. National advertising.
4. Open houses.

# Normandie Apartments

## 5.1 Website and Building Signage

- The Normandie Ave. Apartments will have a professionally designed website specific to the building which will offer details and pictures of the apartments and surroundings. It will promote not only living at the building, but living in Gardena. The website will also be listed in search engines for maximum visibility.
- There will be appropriate and attractive building signage to attract people to the building.

## 5.2 Local and Southern California Advertising

- Advertisements will be placed in well-known and respected online advertising companies such as [www.westsiderentals.com](http://www.westsiderentals.com) and [www.craigslist.com](http://www.craigslist.com).
- Advertisements will be placed in local newspapers and regional newspapers such when necessary.
- Advertisements will be placed in magazines which cater to apartment buildings such as the "Apartment Magazine".
- Advertisements will be in Spanish as well as English to reach as many people as possible.
- Local businesses will be contacted by mailings or flyers.

## 5.3 National Advertising

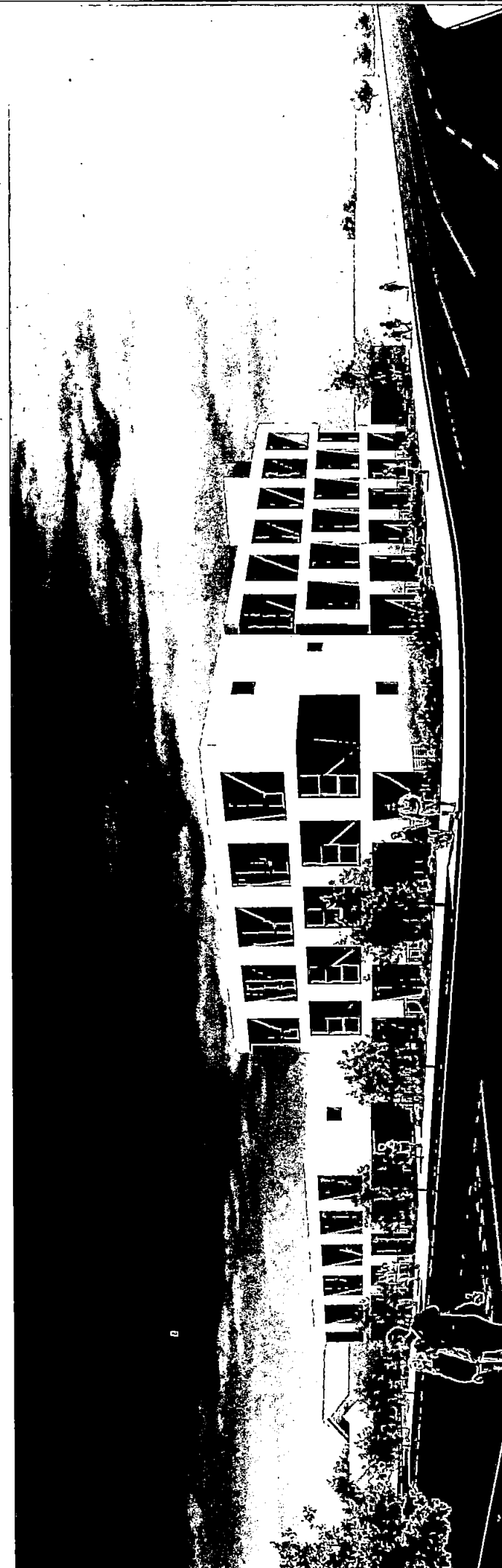
In anticipation of housing needs of people moving to the Gardena area from around the country, we will advertise in some online national advertising companies.

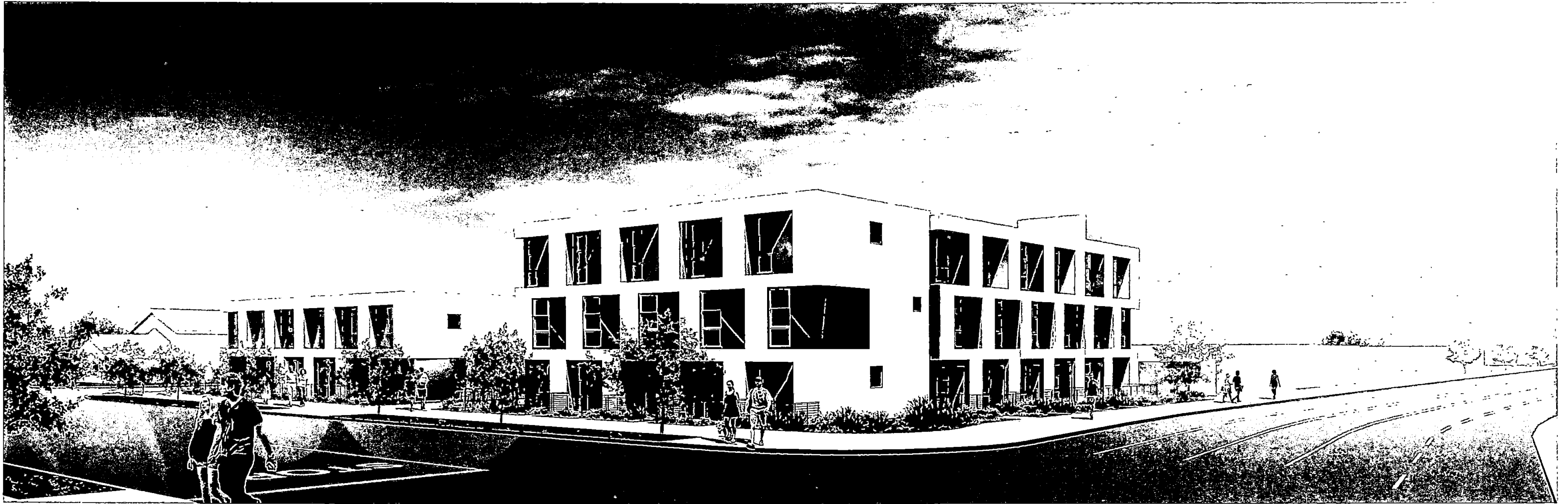
## 5.4 Open House

We will conduct open house during the initial six-month period and whenever needed. In addition to specific open houses we will have the Leasing/Management office open during the week for tours of the property.

**16819 S. NORMANDIE AVENUE  
GARDENA, CA 90247**

| PROJECT DIRECTORY   |  | PROJECT DATA  |  | LOCATION MAP |  |
|---|--|---|--|--------------|--|
| <div>OWNER</div> <div>OWNER: 16819 NORMANDIE LLC<br/>CONTACT: LEE@WESTREALTYGROUP.COM<br/>ADDRESS: 11901 SANTA MONICA BLVD<br/>SUITE 530<br/>LOS ANGELES CA 90025</div> <div>ARCHITECT</div> <div>COMPANY: DE ARCHITECTS, AIA<br/>CONTACT: DON E. EMPAKERIS<br/>EMAIL: DON_EMPAKERIS@DEARCHITECTS.NET<br/>TELEPHONE: 310.451.7917<br/>ADDRESS: 1535 6TH STREET<br/>SUITE 101<br/>SANTA MONICA, CA 90401</div> |  | <div>PROPERTY INFORMATION</div> <div>ADDRESS 16819 S. NORMANDIE AVENUE<br/>GARDENA, CA 90247</div> <div>APN 6106-027-028</div> <div>PROJECT DESCRIPTION</div> <div>PROPOSED NEW 63 UNIT SRO PROJECT; 2 + 3 STORIES OF RESIDENTIAL (63 - 350 SF FLATS) AND 6 TIER AUTOMATED PARKING GARAGE</div> <div>THIS PROJECT IS 100% PRIVATELY FUNDED WITH NO TAX CREDITS AND IS NOT PUBLIC HOUSING.</div> |  |              |  |





CORNER OF NORMANDIE AVENUE AND W. 169TH STREET

DE Architects AIA

1535 6th Street, Suite 101  
Santa Monica, CA 90401

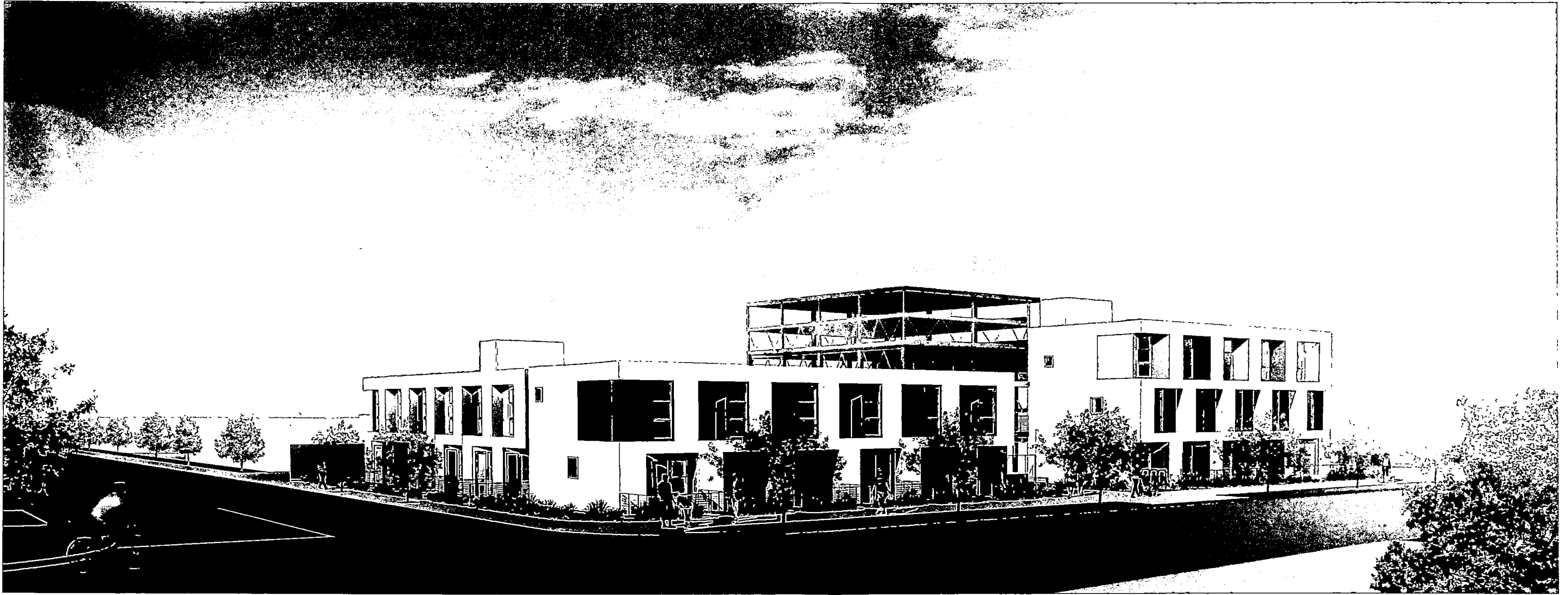
08-15-2018

63 UNIT - SINGLE ROOM OCCUPANCY

16819 S. Normandie Avenue  
Gardena, California 90247

RENDER

**A01.1**  
SHEET



CORNER OF BRIGHTON AVENUE AND W. 169TH STREET

63 UNIT - SINGLE ROOM OCCUPANCY

RENDER

DE Architects AIA

08-15-2018

**A01.2**  
SHEET

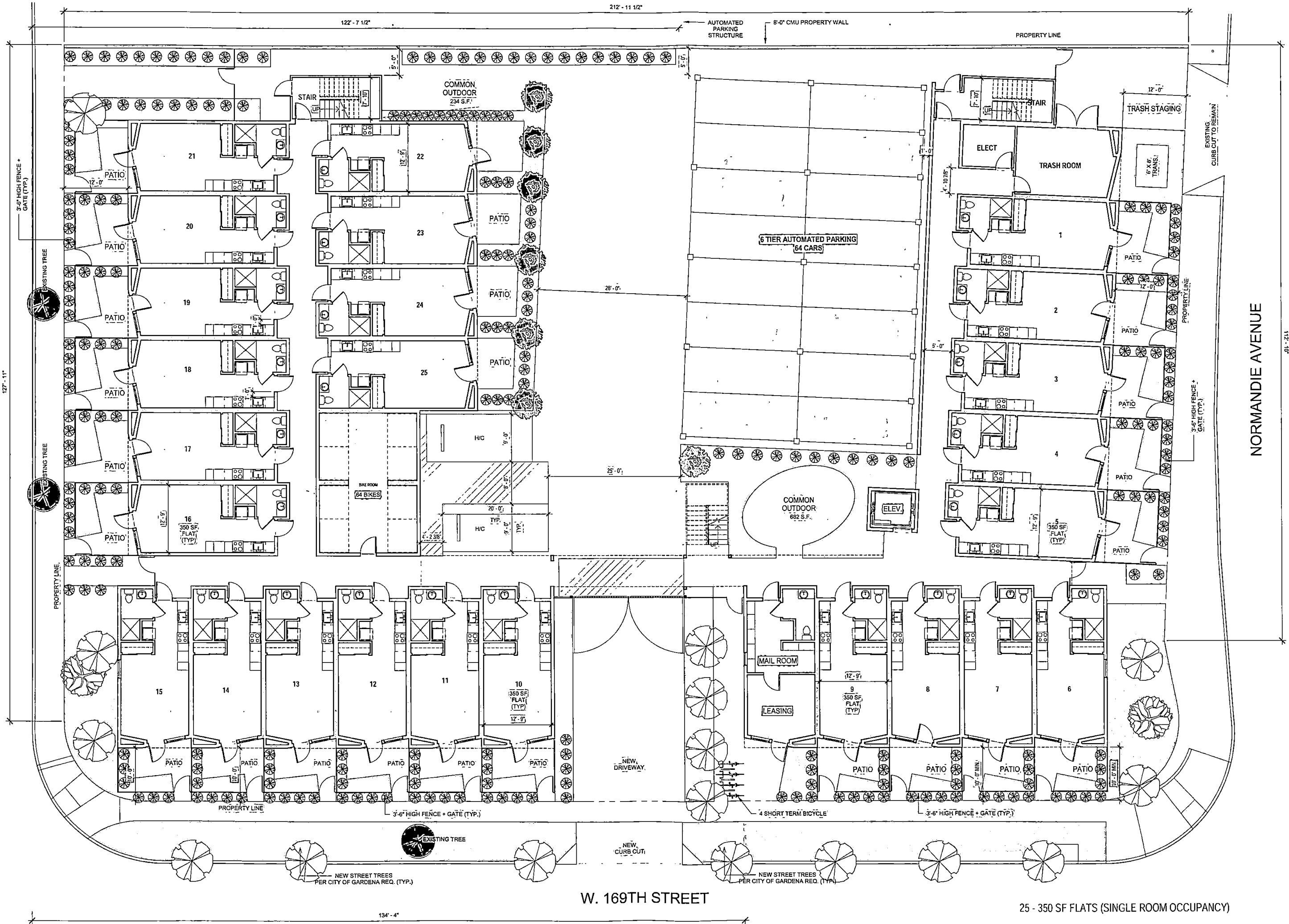
16819 S. Normandie Avenue  
Gardena, California 90247

1535 6th Street, Suite 101  
Santa Monica, CA 90401



BRIGHTON AVENUE

127'-11"



W. 169TH STREET

25 - 350 SF FLATS (SINGLE ROOM OCCUPANCY)

DE Architects AIA

1535 6th Street, Suite 101  
Santa Monica, CA 90401

GROUND FLOOR / SITE PLAN

63 UNIT - SINGLE ROOM OCCUPANCY

16819 S. Normandie Avenue  
Gardena, California 90247

08-15-2018  
**A02**  
SHEET



27 - 350 SF FLATS (SINGLE ROOM OCCUPANCY)  
27 UNITS TOTAL



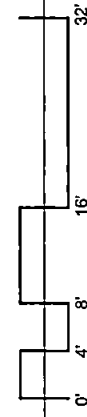
**A03**  
SHEET

DE Architects AIA  
1535 6th Street, Suite 101  
Santa Monica, CA 90401

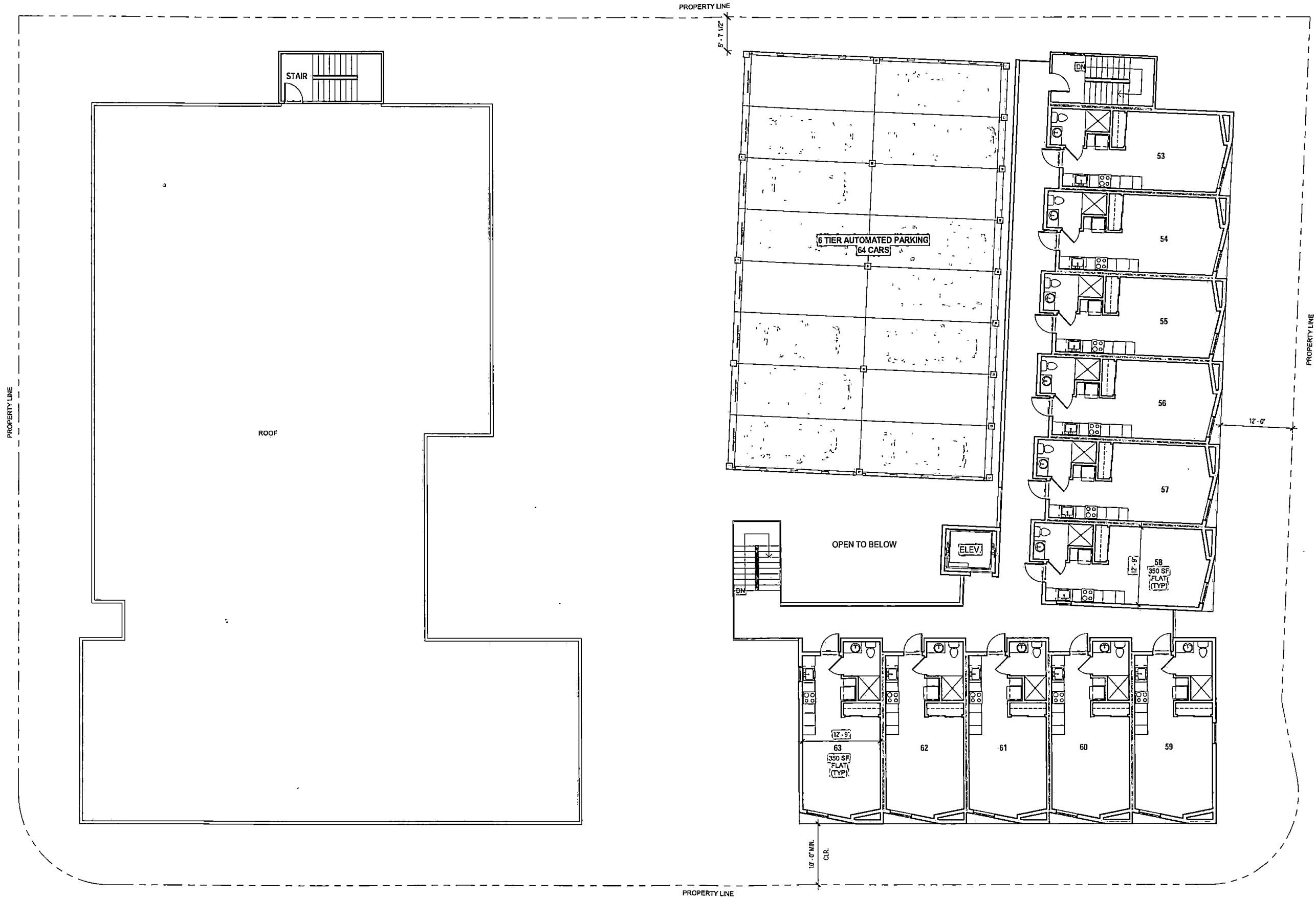
SECOND FLOOR PLAN

63 UNIT - SINGLE ROOM OCCUPANCY

16819 S. Normandie Avenue  
Gardena, California 90247



08-15-2018



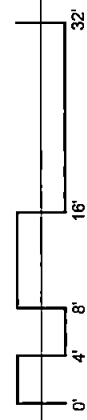
11 - 350 SF FLATS (SINGLE ROOM OCCUPANCY)



**A04**  
SHEET

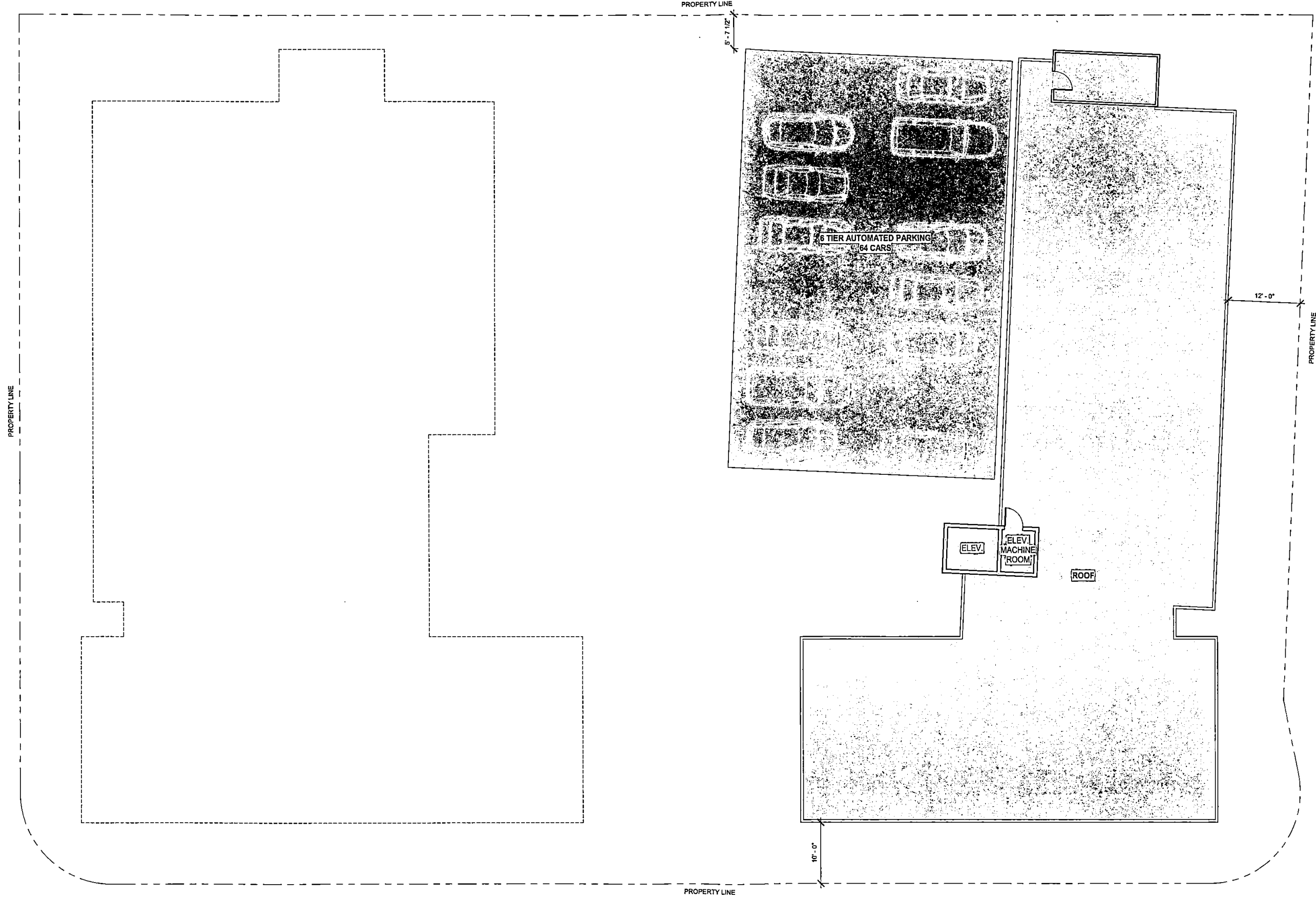
08-15-2018

DE Architects AIA  
1535 6th Street, Suite 101  
Santa Monica, CA 90401



THIRD FLOOR PLAN

63 UNIT - SINGLE ROOM OCCUPANCY  
16819 S. Normandie Avenue  
Gardena, California 90247



**A05**  
SHEET

08-15-2018

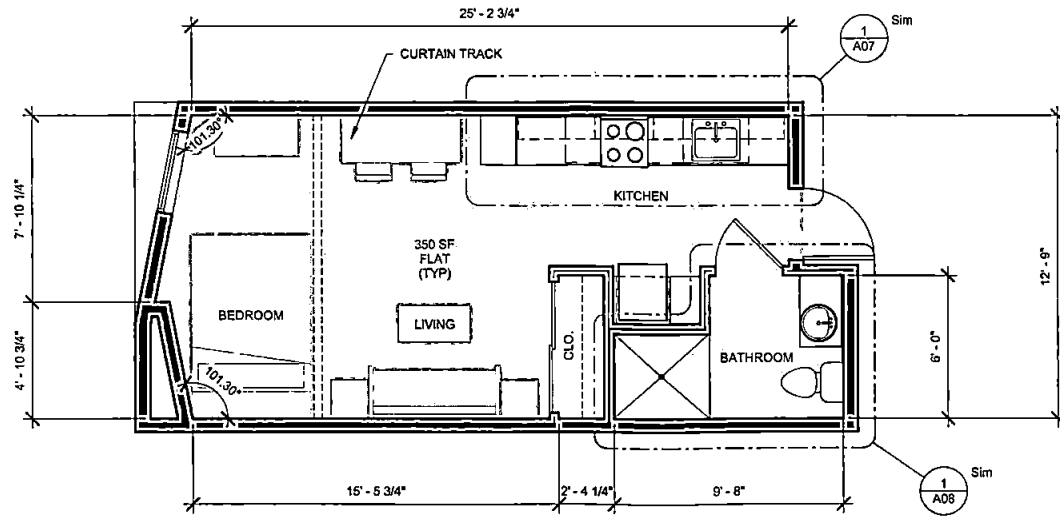
**DE Architects AIA**  
1535 6th Street, Suite 101  
Santa Monica, CA 90401

ROOF PLAN

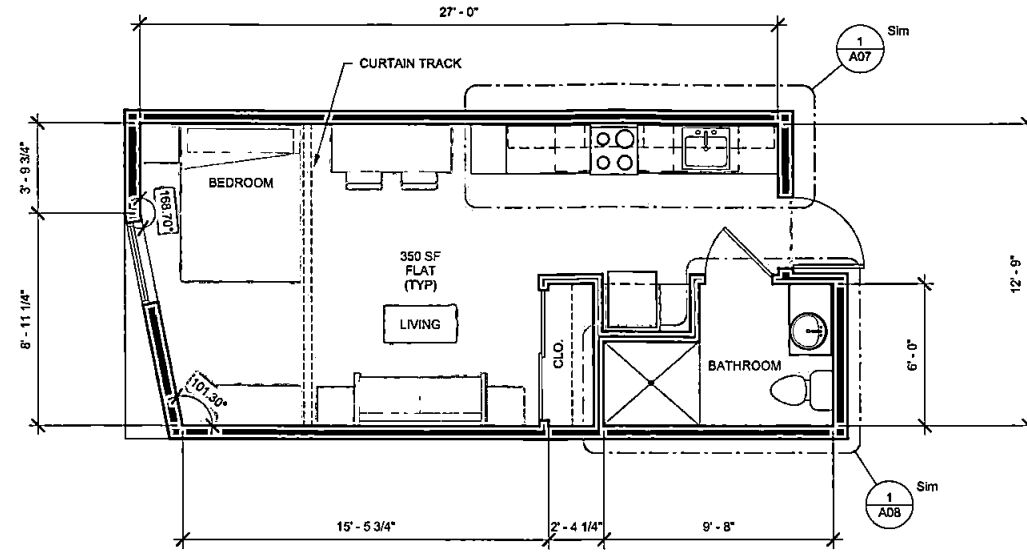
**63 UNIT - SINGLE ROOM OCCUPANCY**

16819 S. Normandie Avenue  
Gardena, California 90247

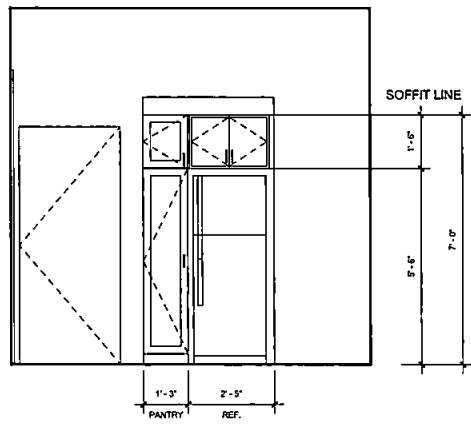




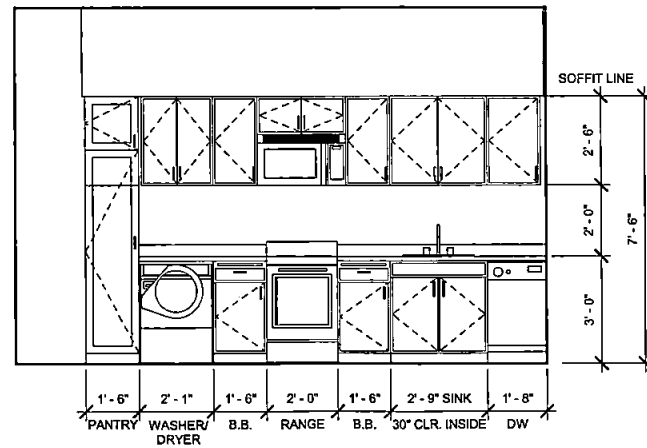
① UNIT (FLAT) - TYPICAL  
1/4" = 1'-0"



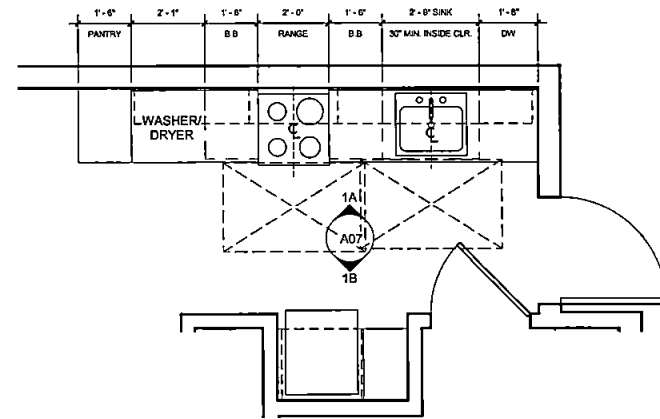
② UNIT (FLAT) - TYPICAL  
1/4" = 1'-0"



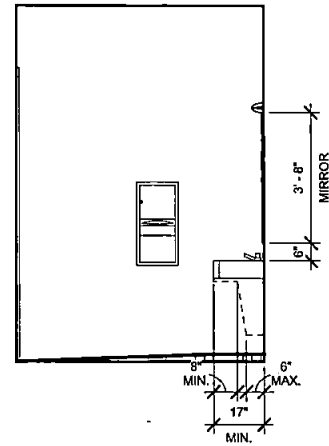
1B KITCHEN #2 (ADAPTABLE) - INT. ELEV.  
3/8" = 1'-0"



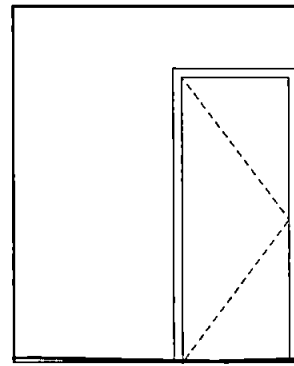
1A KITCHEN #2 (ADAPTABLE) - INT. ELEV.  
3/8" = 1'-0"



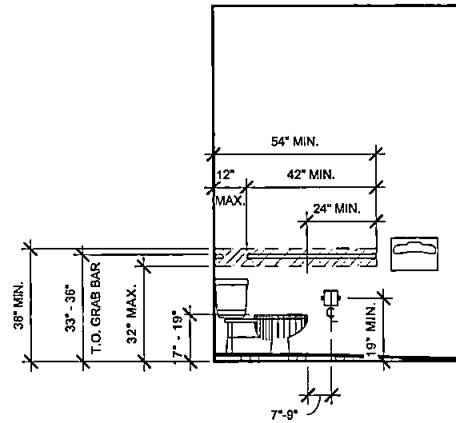
1 KITCHEN #2 (ADAPTABLE)  
3/8" = 1'-0"



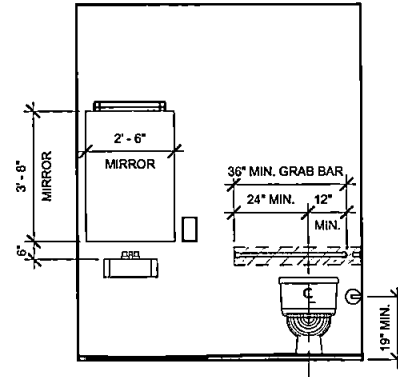
2D ADA RESTROOM #1 - INT. ELEV.  
3/8" = 1'-0"



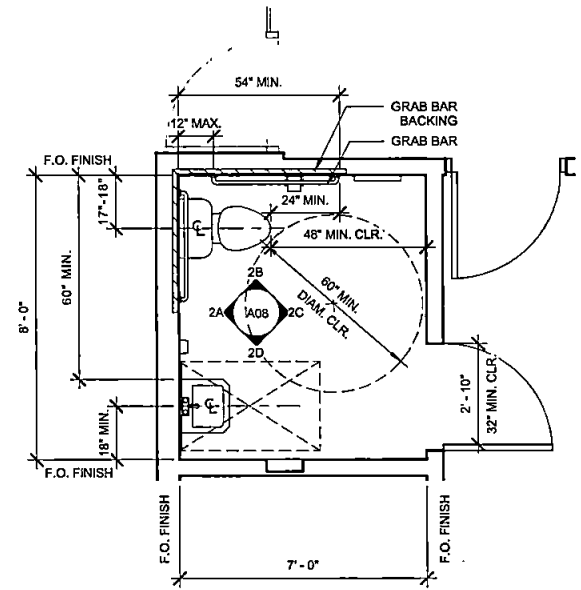
2C ADA RESTROOM #1 - INT. ELEV.  
3/8" = 1'-0"



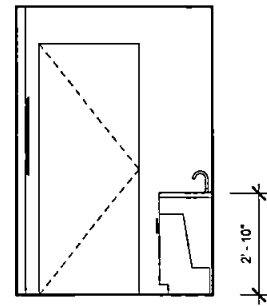
2B ADA RESTROOM #1 - INT. ELEV.  
3/8" = 1'-0"



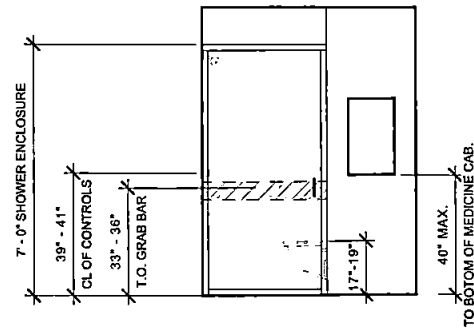
2A ADA RESTROOM #1 - INT. ELEV.  
3/8" = 1'-0"



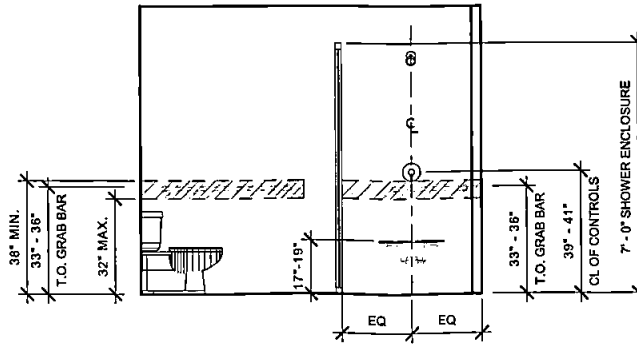
2 ADA RESTROOM #1 FLOOR PLAN  
3/8" = 1'-0"



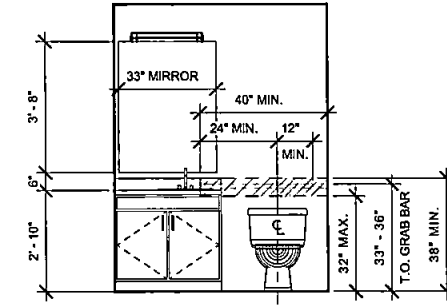
1D BATH #1 (ADAPTABLE) - INT. ELEV.  
3/8" = 1'-0"



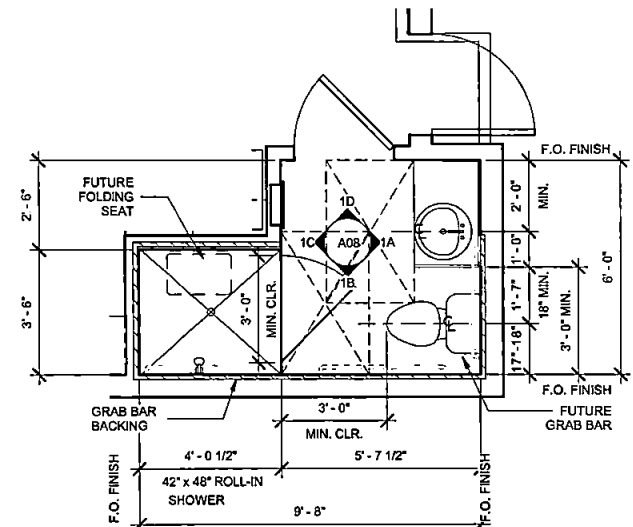
1C BATH #1 (ADAPTABLE) - INT. ELEV.  
3/8" = 1'-0"



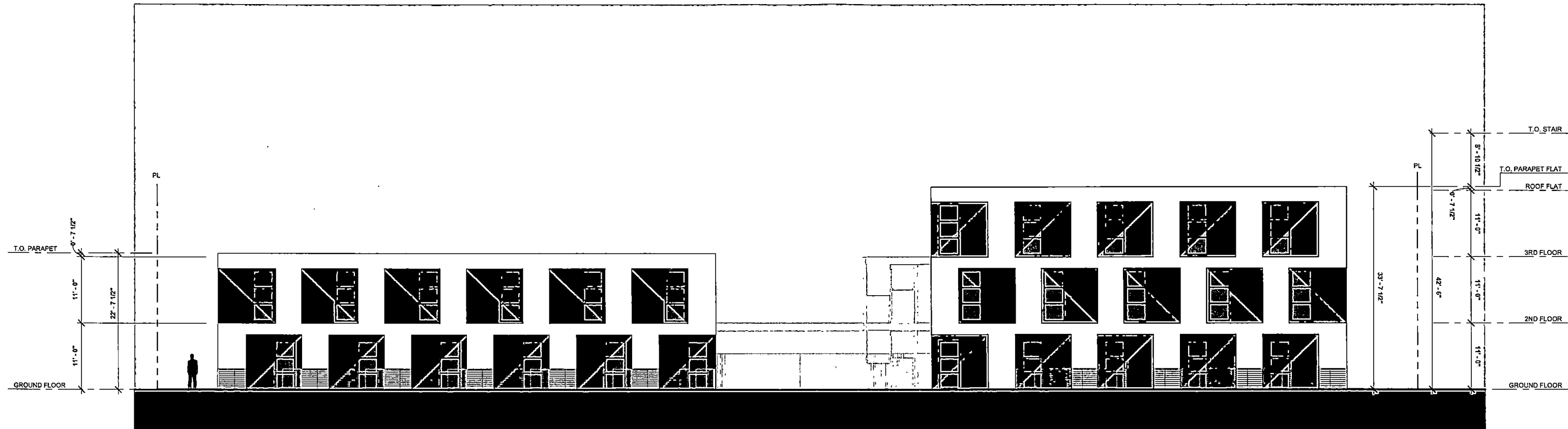
1B BATH #1 (ADAPTABLE) - INT. ELEV.  
3/8" = 1'-0"



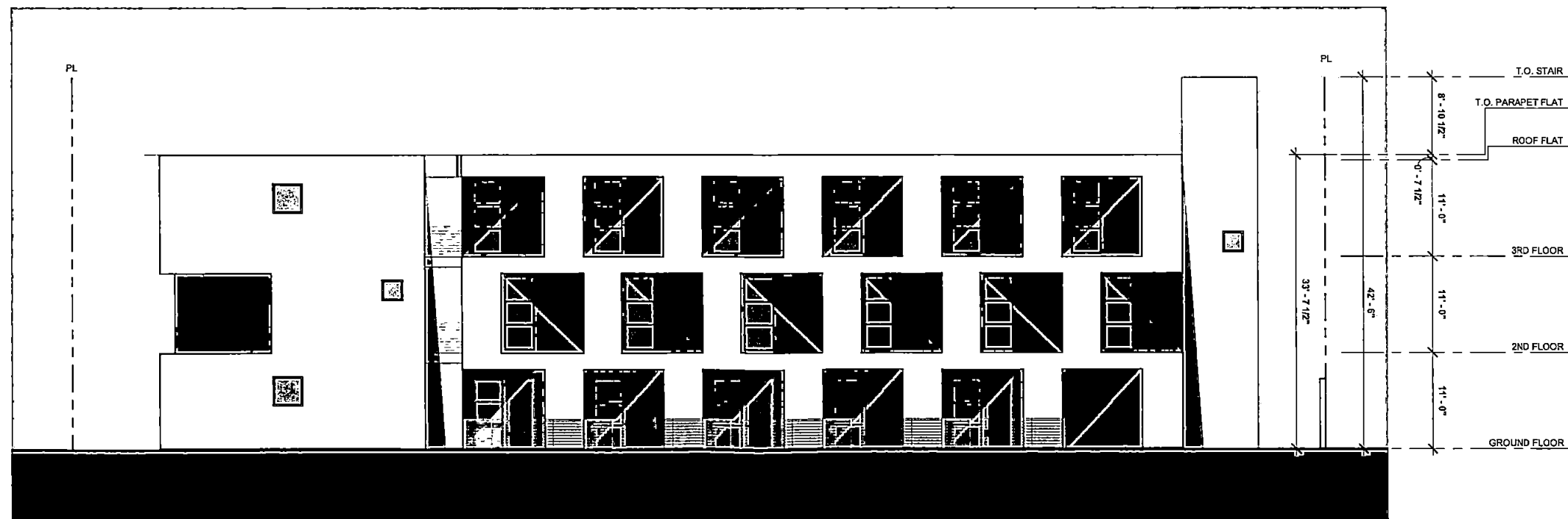
1A BATH #1 (ADAPTABLE) - INT. ELEV.  
3/8" = 1'-0"



1 BATH #1 (ADAPTABLE) FLOOR PLAN  
3/8" = 1'-0"



2 SOUTH ELEVATION  
1/8" = 1'-0"  
(169TH ST.)



1 EAST ELEVATION  
1/8" = 1'-0"  
(NORMANDIE AVE.)

BUILDING ELEVATIONS

63 UNIT - SINGLE ROOM OCCUPANCY

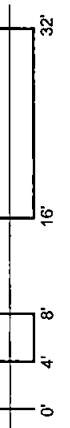
DE Architects AIA

08-15-2018

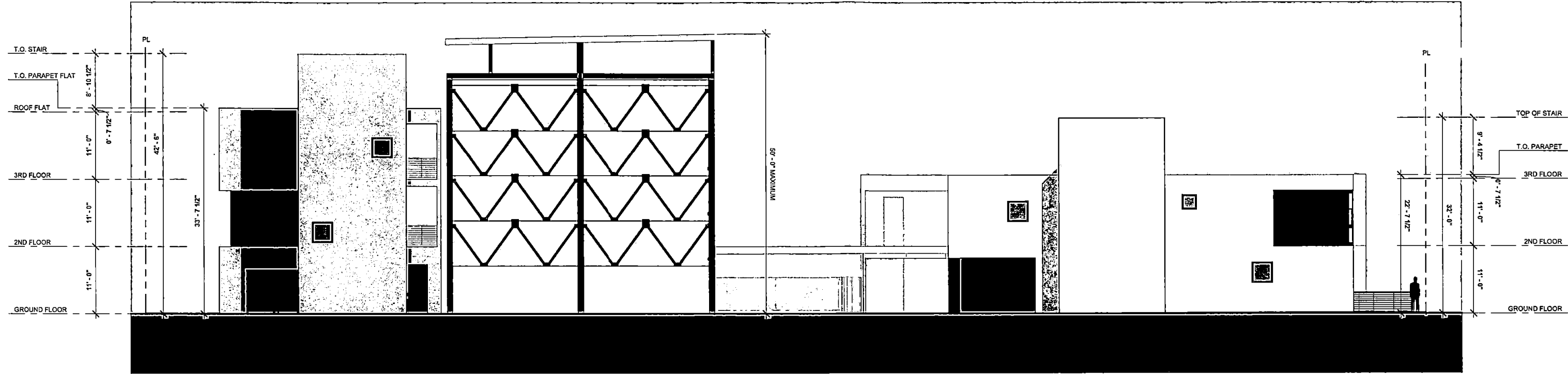
A09  
SHEET

16819 S. Normandie Avenue  
Gardena, California 90247

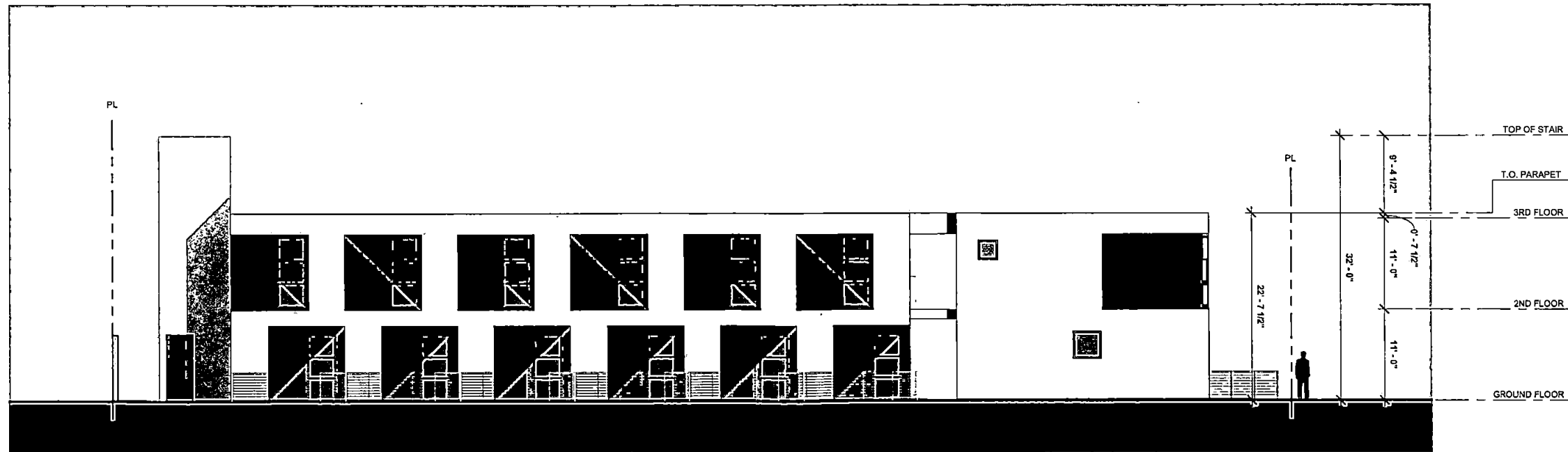
1535 6th Street, Suite 101  
Santa Monica, CA 90401







2 NORTH ELEVATION  
1/8" = 1'-0"



1 WEST ELEVATION  
1/8" = 1'-0"  
(BRIGHTON AVE.)

BUILDING ELEVATIONS

63 UNIT - SINGLE ROOM OCCUPANCY

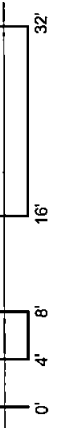
16819 S. Normandie Avenue  
Gardena, California 90247

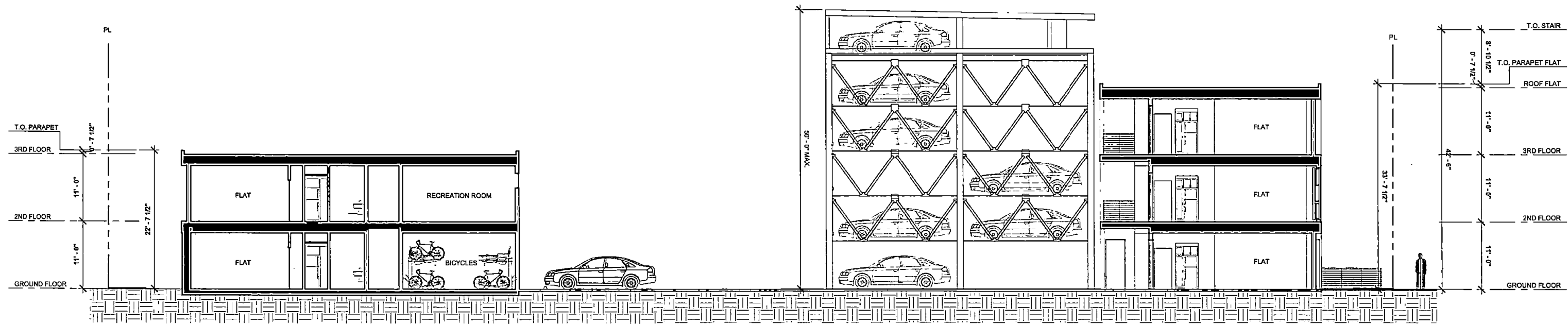
DE Architects AIA

1535 6th Street, Suite 101  
Santa Monica, CA 90401

08-15-2018

A10  
SHEET





1 BUILDING SECTION  
1/8" = 1'-0"

DE Architects AIA

1535 6th Street, Suite 101  
Santa Monica, CA 90401

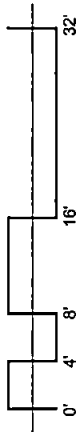
BUILDING SECTION

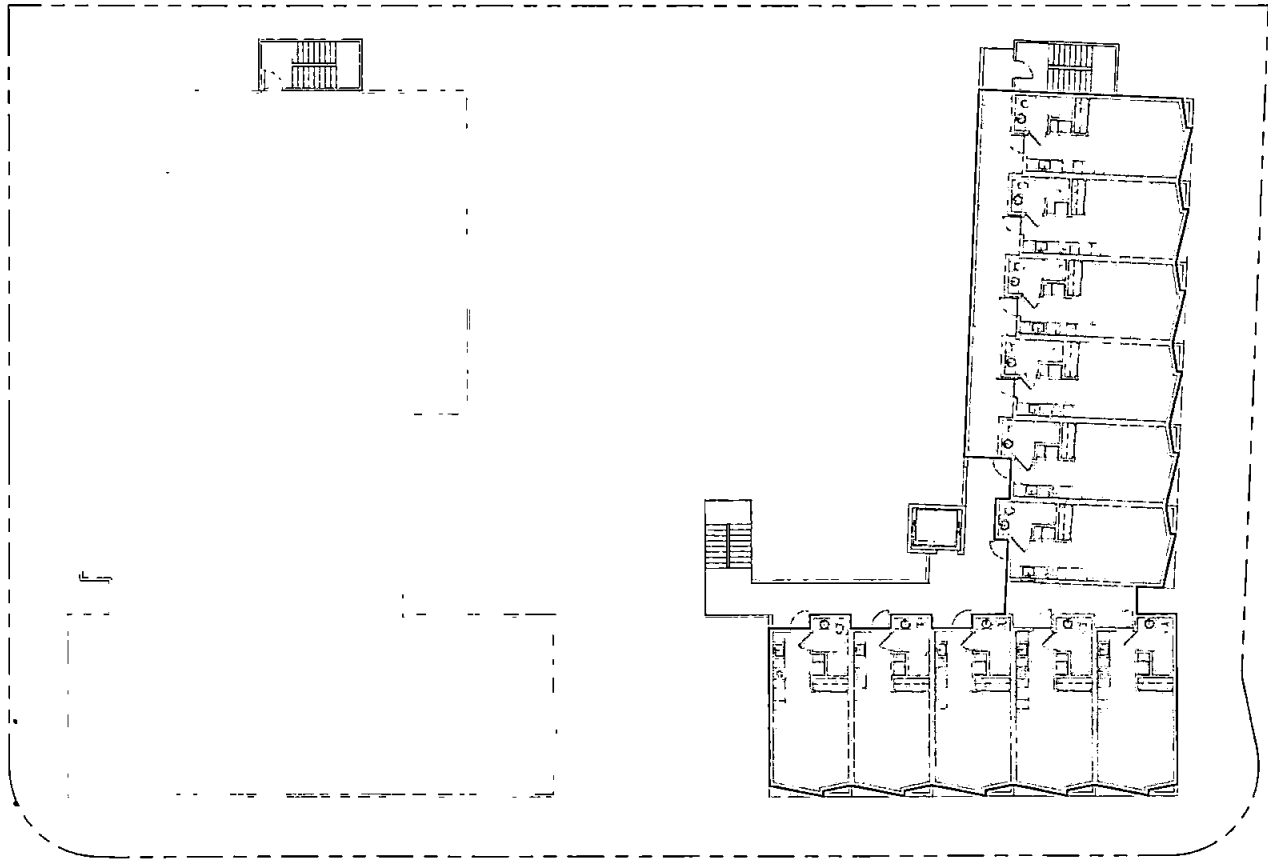
63 UNIT - SINGLE ROOM OCCUPANCY

16819 S. Normandie Avenue  
Gardena, California 90247

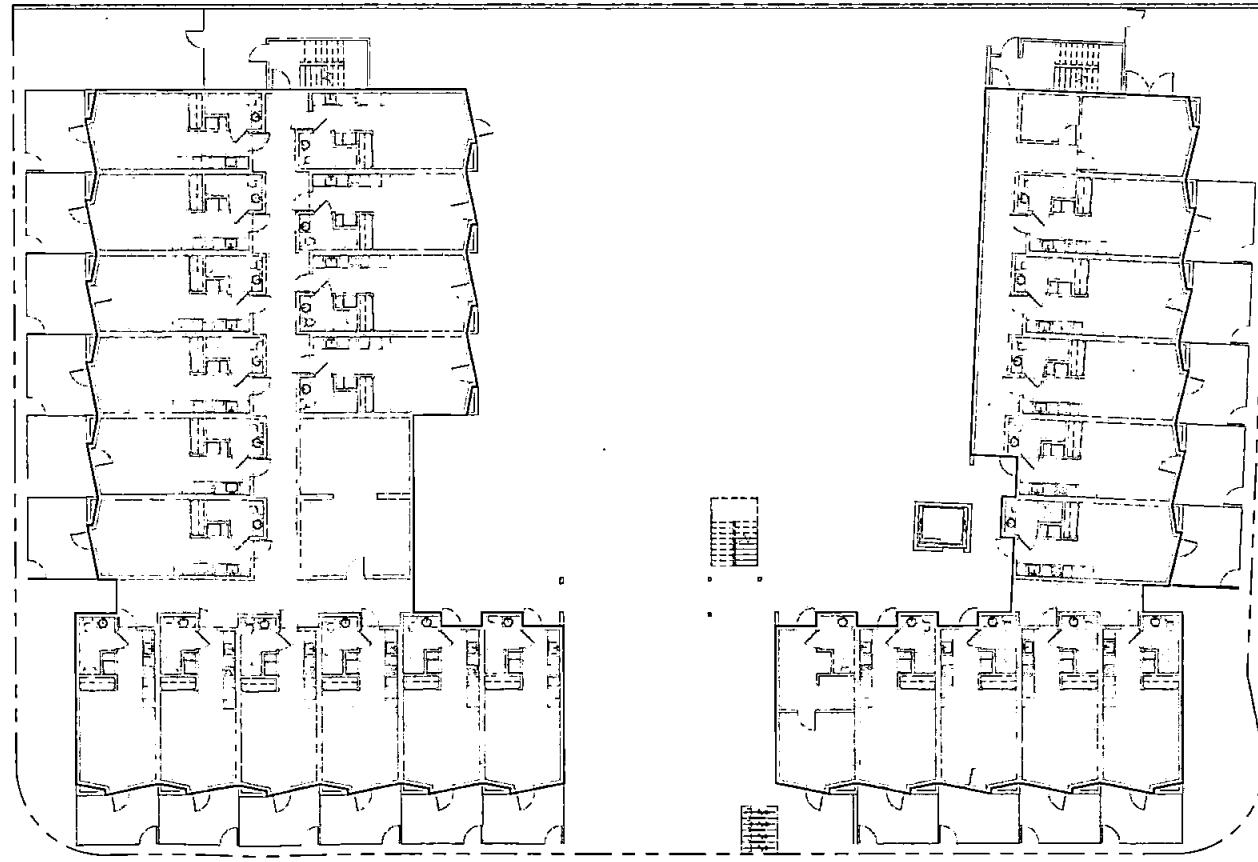
08-15-2018

A11  
SHEET

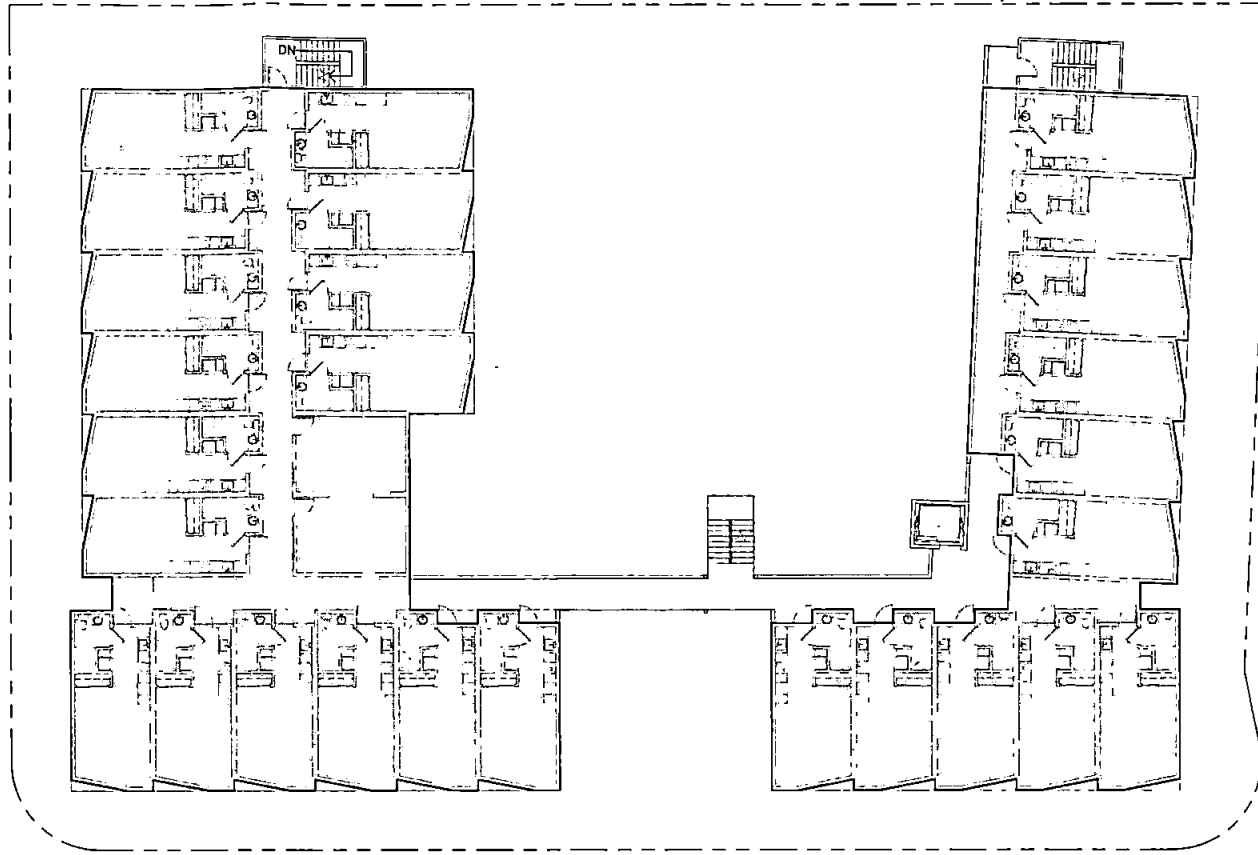




3 THIRD FLOOR PLAN  
1/16" = 1'-0"



1 GROUND FLOOR PLAN  
1/16" = 1'-0"

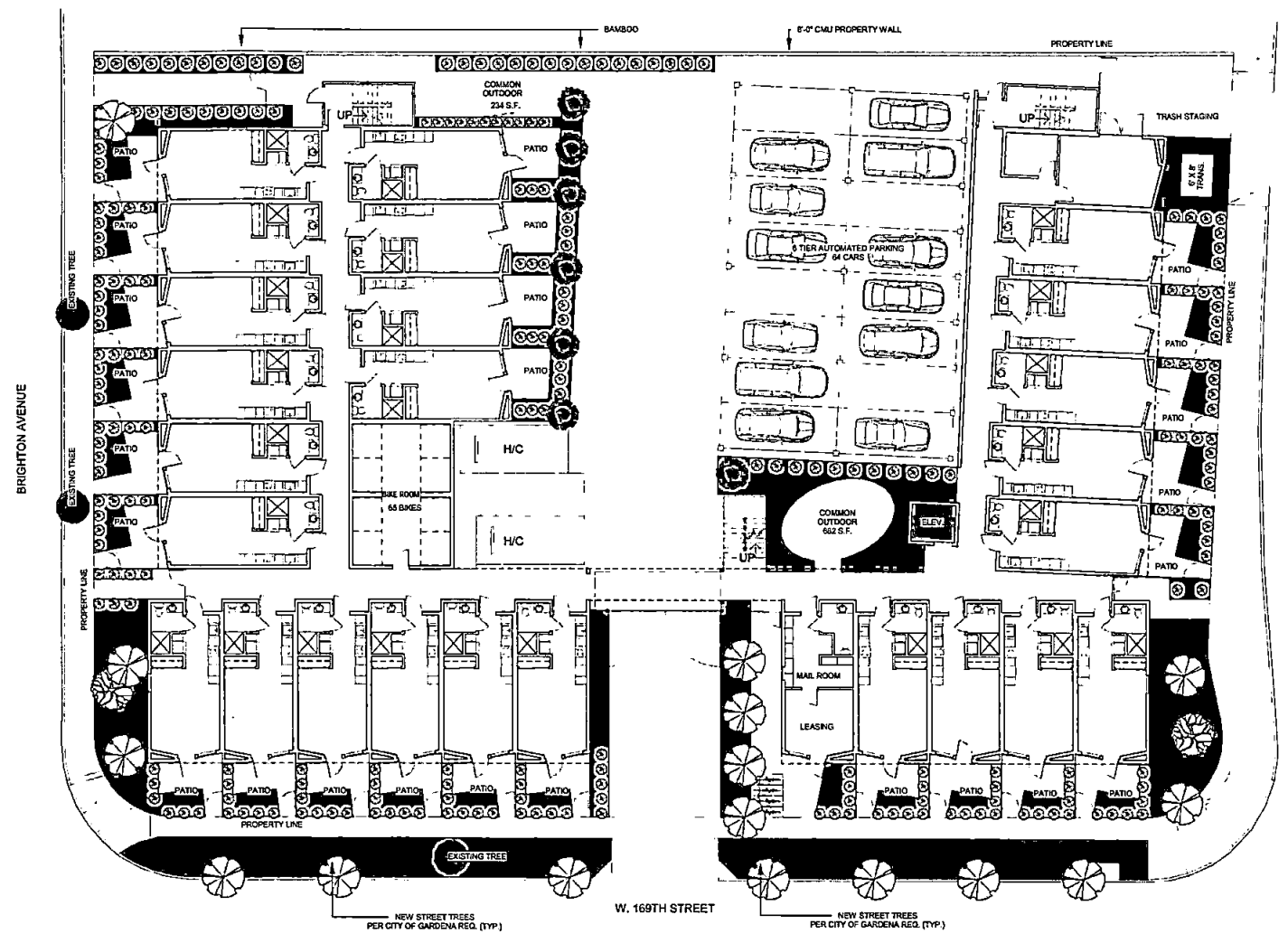


2 SECOND FLOOR PLAN  
1/16" = 1'-0"

ZONING FLOOR AREA TABULATION (F.A.R.)

|                              |                             |
|------------------------------|-----------------------------|
| ALLOWABLE BUILDABLE AREA:    |                             |
| F.A.R. : 1.0                 | 29,969.96 SF                |
| PROPOSED BUILDING BREAKDOWN: |                             |
| GROUND FLOOR:                | 12,505.58 SF                |
| SECOND FLOOR:                | 12,625.63 SF                |
| THIRD FLOOR:                 | 4,833.79 SF                 |
| GRAND TOTAL AREA:            | 29,965.00 SF < 29,969.96 SF |

| TREES   |  | SIZE & QUAN.      | WUCOLS   |
|---|--|-------------------|----------|
|    | CERCIDIUM "DESERT MUSEUM"<br>PALO VERDE              | 24" BOX / 7 EA.   | LOW      |
|    | GLEDTISIA TRIACANTHOS "SHADE MASTER"<br>HONEY LOCUST | 24" BOX / 9 EA.   | MODERATE |
|    | TABEBUIA IMPETIGINOSA PINK<br>TRUMPET TREE           | 24" BOX / 2 EA.   | MODERATE |
|    | EXISTING TREE TO REMAIN                              |                   |          |
|    | BAMBUSA OLDHAMI<br>GIANT TIMBER BAMBOO               | 15" GAL. / 39 EA. | MODERATE |
| SHRUBS  |  |                   |          |
|   | DODONEA VISCOSA<br>HOPBUSH                           | 5" GAL. / 206 EA. | LOW      |
|  | LANDSCAPE AREA (GROUND FLOOR)                        |                   |          |



1 PRELIMINARY LANDSCAPE PLAN - GROUND FLOOR  
1/16" = 1'-0"

LEGEND

(REFERS TO PHYSICAL MATERIAL BOARD)

1

CEMENT PLASTER 20/30 SAND FINISH COLOR 1: REF. DUNN EDWARDS DE 5202

2

CEMENT PLASTER 20/30 SAND FINISH COLOR 2: REF. DUNN EDWARDS DEW 380

3

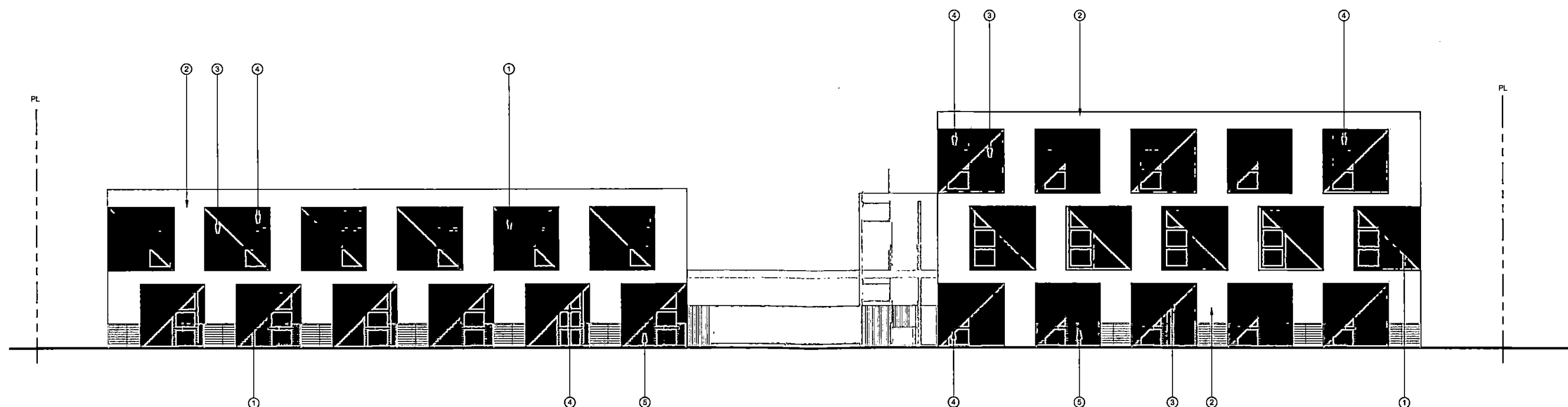
CEMENT PLASTER 20/30 SAND FINISH COLOR 3: REF. DUNN EDWARDS DEA 118

4

MILGARD VINYL WINDOW WHITE,TYP.

5

METAL GUARDRAIL, TYP.: REF. DUNN EDWARDS DE 6353





**City of Gardena**  
**City Council Meeting**

Agenda Item No. 8. D. (11)  
Department: GENERAL SERVICES  
Meeting Date: September 11, 2018

**AGENDA REPORT SUMMARY**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**AGENDA TITLE: AWARD CONTRACT TO NATIONAL PLANT SERVICES, INC. FOR  
SEWER REHABILITATION 2016, VARIOUS LOCATIONS, JN 895  
IN THE AMOUNT OF \$456,482.80**

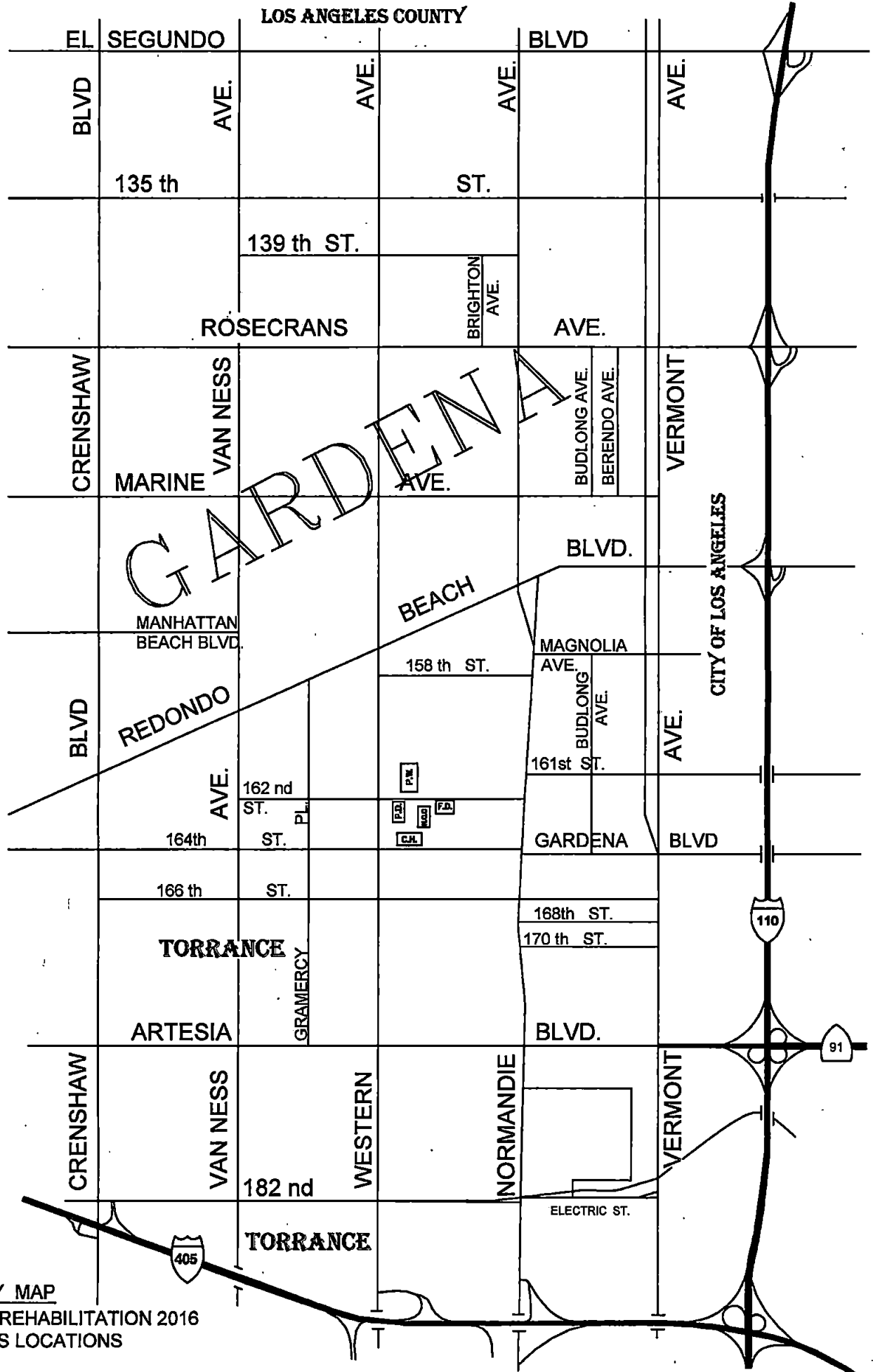
| <u>COUNCIL ACTION REQUIRED:</u>   | <u>Action Taken</u>                            |              |  |              |    |  |              |    |   |              |
|---|--|--------------|--|--------------|----|--|--------------|----|---|--------------|
| Award Contract  |  |              |  |              |    |  |              |    |   |              |
| <b><u>RECOMMENDATION AND STAFF SUMMARY:</u></b><br><br>Staff respectfully recommends that Council:<br><br>1) Award the contract for Sewer Rehabilitation 2016, Various Locations, JN 895 to National Plant Services, Inc., 1461 Harbor Ave., Long Beach, CA 90813 in the amount of \$456,482.80.<br><br>2) Approve expenditures of remaining budget for as needed repairs of the Sewer system.<br><br>The following bids were received on July 18, 2018.<br><br><table><tbody><tr><td>1)</td><td>National Plant Services, Inc. – Long Beach, CA</td><td>\$456,482.80</td></tr><tr><td>2)</td><td>Mike Pizlich &amp; Sons, Inc. – Baldwin Park, CA</td><td>\$479,023.00</td></tr><tr><td>3)</td><td>Cal State Pipeline, Inc. – Baldwin Park, CA</td><td>\$671,303.69</td></tr></tbody></table><br>The apparent low bidder, National Plant Services, Inc. is a state licensed contractor with verified successful construction experience in this field. They will be required to meet all bonding and financial standards.<br><br>This project will clean and video approximately 80 miles of sewer within the City and perform as needed repairs.<br><br>Sufficient funds to complete this project were appropriated by the City Council in the 2015-2016 Capital Improvement budget using Sewer Funds. |  | 1)           | National Plant Services, Inc. – Long Beach, CA | \$456,482.80 | 2) | Mike Pizlich & Sons, Inc. – Baldwin Park, CA | \$479,023.00 | 3) | Cal State Pipeline, Inc. – Baldwin Park, CA | \$671,303.69 |
| 1)  | National Plant Services, Inc. – Long Beach, CA | \$456,482.80 |  |              |    |  |              |    |   |              |
| 2)  | Mike Pizlich & Sons, Inc. – Baldwin Park, CA   | \$479,023.00 |  |              |    |  |              |    |   |              |
| 3)  | Cal State Pipeline, Inc. – Baldwin Park, CA    | \$671,303.69 |  |              |    |  |              |    |   |              |
| <b><u>FINANCIAL IMPACT/COST:</u></b><br><br><b>Budget Amount:</b> \$800,000 (Design, Construction, Inspections and Engineering)<br><b>Funding Source:</b> \$800,000 Sewer Funds   |  |              |  |              |    |  |              |    |   |              |
| <b><u>ATTACHMENTS:</u></b><br>Bid Proposals<br>Project Location Map   |  |              |  |              |    |  |              |    |   |              |
| Submitted by: <u>Joseph Cruz</u> , Joseph Cruz, General Services Director Date: <u>9/4/18</u>   |  |              |  |              |    |  |              |    |   |              |
| Concurred by: <u>Edward Medrano</u> , Edward Medrano, City Manager Date: <u>9/5/18</u>  |  |              |  |              |    |  |              |    |   |              |

HAWTHORNE

LOS ANGELES COUNTY



VICINITY MAP  
SEWER REHABILITATION 2016  
VARIOUS LOCATIONS  
JN 895



**PROPOSAL DOCUMENTS**

**PROJECT NO. JN 895**

**SEWER REHABILITATION 2016  
VARIOUS LOCATIONS**

**JN 895**

Contractor: National Plant Services, Inc  
Address: 1461 Harbor Avenue, Long Beach, CA 90813  
Phone: 562-436-7600  
Fax: 562-495-1528  
License No.: 351503  
D.I.R. No. 1000002703  
Email: jeffg@nationalplant.com

**To Be Submitted**

**WITH**

**Bid Package**



## BIDDING SCHEDULE

**PROJECT: SEWER REHABILITATION 2016**  
**VARIOUS LOCATIONS**  
**JN 895**

| Item No. | Item Description   | Unit | Approx Quantity | Unit Price in Figures | Item Total    |
|----------|--|------|-----------------|-----------------------|---------------|
| 1.       | Clean and video 6" sewer                                   | L.F. | 1,205           | \$ 1.20               | \$ 1,446.00   |
| 2.       | Clean and video 8" sewer                                   | L.F. | 409,000         | \$ 0.98               | \$ 400,820.00 |
| 3.       | Clean and video 10" sewer                                  | L.F. | 13,488          | \$ 1.15               | \$ 15,511.20  |
| 4.       | Clean and video 12" sewer                                  | L.F. | 3,088           | \$ 1.20               | \$ 3,705.60   |
| 5.       | Remove and replace 6' of sewer pipe per Sec. 54            | EA   | 2               | \$ 13,000.00          | \$ 26,000.00  |
| 6.       | Remove and replace additional sewer pipe per Sec. 54       | L.F. | 10              | \$ 550.00             | \$ 5,500.00   |
| 7.       | 4" point repair by C.L.P.P. method per Sec. 55 (min. 4 ft) | EA   | 2               | \$ 1,750.00           | \$ 3,500.00   |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |

**Total Contract Bid:**

**(Figures) \$456,482.80**

**(Words) Four hundred fifty-six thousand four hundred eighty-two dollars and eighty cents.**

**PROPOSAL DOCUMENTS**

**PROJECT NO. JN 895**

**SEWER REHABILITATION 2016  
VARIOUS LOCATIONS**

**JN 895**

Contractor: Mike Prlich & Sons, Inc  
Address: 5103 Elton St. Baldwin Park, CA 91706  
Phone: (626) 813-1700  
Fax: (626) 813-1770  
License No.: 760474  
D.I.R. No. 1000006538  
Email: Bids@MikePrlichandsons.com

To Be Submitted

WITH

Bid Package

## BIDDING SCHEDULE

**PROJECT: SEWER REHABILITATION 2016**  
**VARIOUS LOCATIONS**  
**JN 895**

| Item No. | Item Description   | Unit | Approx Quantity | Unit Price in Figures | Item Total    |
|----------|--|------|-----------------|-----------------------|---------------|
| 1.       | Clean and video 6" sewer                                   | L.F. | 1,205           | \$ 3.00               | \$ 3,615.00   |
| 2.       | Clean and video 8" sewer                                   | L.F. | 409,000         | \$ 1.00               | \$ 409,000.00 |
| 3.       | Clean and video 10" sewer                                  | L.F. | 13,488          | \$ 1.50               | \$ 20,232.00  |
| 4.       | Clean and video 12" sewer                                  | L.F. | 3,088           | \$ 2.00               | \$ 6,176.00   |
| 5.       | Remove and replace 6' of sewer pipe per Sec. 54            | EA   | 2               | \$ 15,000.00          | \$ 30,000.00  |
| 6.       | Remove and replace additional sewer pipe per Sec. 54       | L.F. | 10              | \$ 500.00             | \$ 5,000.00   |
| 7.       | 4' point repair by C.L.P.P. method per Sec. 55 (min. 4 ft) | EA   | 2               | \$ 2,500.00           | \$ 5,000.00   |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |
|          |  |      |                 |                       |               |

**Total Contract Bid:**

**(Figures)** 479,023.00

**(Words)** Four hundred seventy-nine thousand twenty-three dollars and zero cents

**PROPOSAL DOCUMENTS**

**PROJECT NO. JN 895**

**SEWER REHABILITATION 2016  
VARIOUS LOCATIONS**

**JN 895**

Contractor: Calstate Pipeline Inc  
Address: 5029 Bleeker St Ste 201, Baldwin Park, Ca 91706  
Phone: (626) 343-9200  
Fax: (626) 226-5765  
License No.: 1030879  
D.L.R. No. 1000053234  
Email: adam@calstatepipeline.com

To Be Submitted

WITH

Bid Package

## BIDDING SCHEDULE

**PROJECT: SEWER REHABILITATION 2016  
VARIOUS LOCATIONS  
JN 895**

[illegible]

**Total Contract Bid:**

(Figures) 671,303.<sup>69</sup>

(Words) Six hundred. Seventy one thousand three hundred three and  $\frac{69}{100}$



# City of Gardena

## City Council Meeting

Agenda Item No. 8. D. (2 )  
Department: GENERAL SERVICES  
Meeting Date: September 11, 2018

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: **AWARD CONTRACT TO CWE CORPORATION IN THE AMOUNT OF \$188,215 FOR MS4 PERMIT MONITORING AND COMPLIANCE SERVICES**

|  |                            |
|--|----------------------------|
| <b><u>COUNCIL ACTION REQUIRED:</u></b>   | <b><u>Action Taken</u></b> |
| Award Contract   |                            |
| <b><u>RECOMMENDATION AND STAFF SUMMARY:</u></b><br><br>Staff respectfully recommends that the City Council award a contract in the amount of \$188,215 to CWE Corporation (CWE) for Municipal Separate Storm Sewer System (MS4) Permit monitoring and compliance services.<br><br>CWE is a civil engineering, water resources and environmental engineering firm of approximately 40 employees with headquarters in the City of Fullerton and offices in the cities of San Diego and Salt Lake. The firm has been in business since 2006 and founded as a Disadvantaged (DBE), Minority (MBE) and Small Business Enterprise (SBE) with 90% of their clients coming from public agencies and utilities, including but not limited to the cities of Torrance, Rancho Palos Verdes, Carson, Long Beach, Los Angeles and Commerce.<br><br>The CWE Director providing oversight of the program, Dr. Gerald Greene, is a doctorate of Environmental Science and Engineering (DEnv), Professional Engineer (PE), Qualified Environmental Professional (QEP), Qualified Storm-Water-Pollution-Prevention-Plan Practitioner (QSP) and Developer (QSD).<br><br>CWE has the organizational capacity and expertise to provide MS4 Permit monitoring and compliance services for the City of Gardena. |                            |
| <b><u>FINANCIAL IMPACT/COST:</u></b><br><br>Budget Amount: \$188,215<br>Budget Source: Sewer Fund  |                            |
| <b><u>ATTACHMENTS:</u></b><br><br>Proposed Agreement with CWE Corporation  |                            |
| Submitted by: <u>Joseph Cruz</u> , Joseph Cruz, General Services Director Date: <u>9/5/18</u>  |                            |
| Concurred by: <u>Edward Medrano</u> , Edward Medrano, City Manager Date: <u>09/06/18</u>   |                            |

**AGREEMENT BETWEEN THE CITY OF GARDENA  
AND CWE FOR MS4 PERMIT MONITORING PROGRAM SERVICES  
AND WET-WEATHER INTEGRATED MONITORING PROGRAM SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between The City of Gardena ("City"), and CWE a California corporation ("Consultant").

1. Recitals.

A. City is desirous of obtaining MS4 Permit monitoring program services for Dry-Weather and Wet-Weather

B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.

C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.

2. Services.

A. The services to be performed by Consultant shall consist of the following ("Services")

B. The Services to be performed for MS4 Permit dry-weather monitoring program services are detailed on Consultant's proposal set forth in Exhibit A. The Services to be performed for wet-weather MS4 Permit monitoring program services are detailed on Consultant's proposal set forth in Exhibit B. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

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

4. Agreement Administrator. For purposes of this Agreement, City designates Joseph Cruz as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.
5. Consultant's Proposal. This Agreement shall include Consultant's proposals which are attached as Exhibits A and B and which are incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.
7. Compensation. Compensation for the Services shall be billed as set forth in Exhibits A and B, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.
8. Term of Agreement/Termination.
  - A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.
  - B. City may terminate this Agreement without cause by providing written notice to Consultant not less than three days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.
  - C. Unless for cause, Consultant may not terminate this Agreement.
  - D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for



the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

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

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

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

10. Records/Audit.

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

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

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

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

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

C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City

and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

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

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

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

14. Use of Materials.

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

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

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

intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

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

17. Legal Requirements.

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

B. Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

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

18. Conflict of Interest and Reporting.

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

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

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

## 20. Insurance.

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

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

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

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

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

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

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

c. For any claims with respect to the Services covered by this

Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

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

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

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

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

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a

binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

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

21. Indemnity.

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

B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

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

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

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

City of Gardena:  
1700 West 162nd Street  
Gardena, California 90247-3732  
Attn: Joseph Cruz  
Telephone Number:  
Facsimile Number:  
E-mail: jcruz@cityofgardena.org

Consultant:

CWE

1561 Orangethorpe Avenue, Suite 240

Fullerton, CA 92831-5202

Attn: Gerald Greene

Telephone Number: (714) 526-7500

Facsimile Number: (714) 526-7004

E-mail: GGreene@cwecorp.com

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

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

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

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

27. Entire Agreement.

A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

28. Joint Drafting. Both parties have participated in the drafting of this Agreement.

29. Public Record. This Agreement is a public record of the City.

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

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

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

CITY OF GARDENA

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

Date \_\_\_\_\_

ACCEPTED:  
CWE

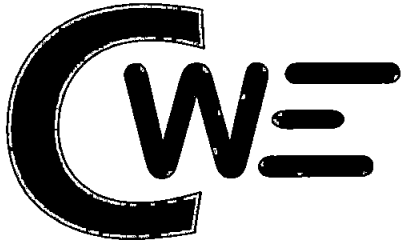
By \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

  
Peter L. Wallin, City Attorney





**CWE**

1561 E. ORANGETHORPE AVENUE  
SUITE 240  
FULLERTON, CA 92831-5202  
(714) 526-7500 PHONE  
(714) 526-7004 FAX  
[www.cwecorp.com](http://www.cwecorp.com)

July 13, 2018

EMAIL

Mr. Joseph Cruz  
Director of General Services, City of Gardena  
1717 West 162<sup>nd</sup> Street  
Gardena, CA 90247

**Proposal to Provide Preliminary City of Gardena MS4 Permit Monitoring Program Services**

Dear Mr. Cruz,

CWE is pleased to submit this proposal to implement Municipal Separate Storm Sewer System (MS4), National Pollutant Discharge Elimination System (NPDES), Permit, water quality monitoring services for the City of Gardena (City). CWE successfully implemented and continues to provide Integrated or Coordinated Integrated Monitoring Program (IMP or CIMP) services to fourteen other MS4 Permittees

## Understanding

Since 1990, the Los Angeles Regional Water Quality Control Board (LARWQCB) has issued an MS4 NPDES Permit to Los Angeles County Permittees such as the City of Gardena. The City is currently regulated under the 2012 base MS4 Permit, as amended on September 8, 2016. While mentioned within the main body of the Permit, Attachment E primarily directs how Permittees will conduct water quality monitoring.

Development and approval of an MS4 Permit-required City of Gardena IMP has been halting and initial monitoring unfocused, or unresponsive, to directives identified in a January 6, 2017, response letter from Sam Unger, former LARWQCB Executive Officer, to Mitchell Lansdell, former City Manager. Based on MS4 Permit requirements, the LARWQCB directives letter, and prior data, it appears that implemented monitoring tasks were either duplicative or uninformative to assessing MS4 Permit compliance, supporting the attainment of required receiving water beneficial use objectives, or reducing the discharge of runoff and the pollutants it may convey. In preparing this proposal, CWE considered the January 6, 2017, directives along with similar programs approved for implementation by other Permittees. The intent of this proposal is to assist the City in transitioning toward a more cost-effective, and LARWQCB accepted interim level of monitoring and reporting services, over the period from August 1, to December 31, 2018, while the fifth term MS4 Permit is further negotiated for adoption by the LARWQCB; then its planning, analysis, implementation, and monitoring requirements assessed and cost-effectively implemented by the City, other Permittees, and water quality protection stakeholders.

## Scope of Work

Following receipt of the City Notice to Proceed (NTP), CWE will promptly begin the following tasks:

- 1) **Task 1.1 Kickoff and Prioritization Meeting** CWE proposes an initial meeting to schedule tasks and identify implementation priorities for City concurrence. Collecting water quality samples near the Los Angeles County Mass Emission Station (MES) S28 is redundant and City needs a TMDL receiving water monitoring station at the Estuary transition. With respect to this, CWE recommends that the City join the Gateway Water Management Authority (GWMA) Harbor Toxics TMDL MOA, which would be much less costly than the tasks identified in the January 6, 2017, LARWQCB letter.
- 2) **Task 1.2 Two (2) Meetings and an IMP Adaptive Management Process** The June 2018 LARWQCB submittals may not reflect IMP implementation intentions and CWE recommends that the City identify a more cost-effective and acceptable strategy, through the MS4 Permit Adaptive Management Process (AMP). Based on this proposal, CWE would develop an agenda of topics for discussion and concurrence by City staff then schedule a second meeting with Board staff, where the agenda, including an AMP based strategy would be proposed. Based on the outcome of that meeting, CWE would recommend an AMP proposal and prepare one round of revisions. A critical component would be participation in the GWMA Harbor Toxic TMDL MOA.
- 3) **Task 1.3 Harbor Toxics Negotiation** CWE would provide limited support to facilitate inclusion of the City into the existing Harbor Toxics TMDL MOA, predicated on the concurrence of the LARWQCB to allow this requirement to be met through the multi-watershed and multi-group effort. While MOA costs of approximately less than \$10,000 are not included in this proposal Scope of work, joining in the GWMA Harbor Toxic TMDL MOA can be expected to save the City approximately \$120,000.
- 4) **Task 1.4 LACFCD Access Permit** Access to Los Angeles County Flood Control District (LACFCD) facilities, including catch basins, storm drains, manholes, easements, and channels, for water quality monitoring and facility inventory, is allowed following Permit application and fee payment. No construction or permanent changes to the drainage facilities are contemplated under this proposal.
- 5) **Task 2.1 Two Dry-Weather Receiving Water Events (One site)** Normally done in July and during the fall, CWE would attempt to coordinate with LACFCD MES monitoring to collect dry-weather receiving water grab samples, immediately above the estuary transition, at approximately the same time. During this event, Table E-2 and toxicity analytical samples would be collected at an estimated cost of \$6,000 (for one location only), excluding Toxicity Identification Evaluation TIE testing, if necessary. Analytical costs for the subsequent January event are anticipated at approximately \$500, assuming no analytes are added based on prior monitoring results or LARWQCB determinations.
- 6) **Task 2.2 Non-StormWater Discharge (NSWD) Services** The intent of the January 6, 2017, revision letter is unclear with respect to NSWD monitoring; we are not aware of other Permittees having to screen for Table E-2 pollutants in NSWD outfall flows, let alone to do so four times per year at all outfalls conveying NSWD. As noted in Task 2.4, suspended sediments are nearly absent in NSWD flows; although it may be possible to locate "sinks" containing accumulated settled sediments. CWE proposes to access the channel from LACFCD ramps at Vermont and Rosecrans, then drive upstream, through the open channel, inspecting City of Gardena outfalls four times during the year.

If outfall flows of greater than 10 GPM are observed, up to ten (10) samples sets would be collected for Total Suspended Solids (TSS), hardness, ammonia, TMDL metals, field parameters, and the flows estimated. Table E-2 monitoring, costing approximately \$4,000 per sample set; Toxicity, costing about \$2,000; and trace organochlorine and polynuclear aromatic hydrocarbons (PAHs), costing about \$1,000 per sample, could be included as an additional cost item if required.

- 7) **Task 3.1 Outfall Inventory and Assessment** The MS4 Permit requires that Permittees prepare a comprehensive inventory and screen outfalls for discharges and characteristics. CWE would conduct one such inventory of open channel areas and develop a database with pertinent characteristics, observations, and photographs. Enclosed channel areas, south of Rosecrans Avenue, upstream of Gramercy Place, and mostly outside of the City, would only be included to the degree that confined space conditions are precluded during the field inspections. Deliverable for this task include a tracking database, inspection forms, and digital photographs.
- 8) **Task 3.2 NSWD Prioritization** By December 31, 2015, Permittees were directed to prepare a NSWD prioritization, derived from NSWD and inventory tasks, identifying outfalls where flows meeting LARWQCB approved characteristics could be prioritized for the runoff source control and pollution control activities identified in task 3.3. It is unclear if this task was previously completed for the City of Gardena. The deliverable typically consists for Technical Memorandum with tables, photographs, source suppositions, and a small number of numerically prioritized outfalls along with their catchments and rationale for further source control efforts, based on observations made during the undertaking of Tasks 2.5 and 3.1.
- 9) **Task 3.3 NSWD Source Assessment and Control** Based on the observation of NSWD flows, NSWD monitoring, outfall inventory, and NSWD prioritization tasks, the 2012 MS4 Permit anticipated that Permittees would be able to eliminate dry-weather runoff sources and the pollutants they convey. The reality has been that most NSWD are erratic or difficult to correlate with anything other than catchment size. Having said this, CWE has successfully, if infrequently, identified Illicit Discharges, Industrial General Permit (IGP) Non-Filers, and discharges prohibited under their Construction General Permit (CGP). For this task, CWE would provide one person week of time in an effort to identify sources of NSWD runoff and pollutants, and if warranted initiate corrective actions.
- 10) **Task 4.1 Semi-Annual Monitoring Data Submission** The MS4 Permit requires that water quality monitoring analytical results be semi-annually submitted to the LARWQCB; usually by June 15 for data collected between July 1 and December 31. A cursory review of the most recent submittal identified numerous discrepancies and incorrect data that could result in costly increased monitoring requirements, or fines, on the City of Gardena. Your Project Manager oversees the transcription of Laboratory Information Management System (LIMS) Electronic Data Document (EDD) files to California Environmental Data Exchange Network (CEDEN) format for CWE, then personally performs the final Quality Assurance and Quality Control (QA/QC) review prior to submittal. While the LARWQCB utilizes an informal submittal process, other CWE clients utilize the State Water Resources Control Board (SWRCB) Moss Landing Marine Laboratory (MLML) Regional Data Center (RDC) and California Data Upload Checker System (CalDUCS), so CWE staff is accustomed to Look up table nomenclature, vocabulary request submittals, resolution of error and warning messages, and has assisted the analytical laboratories with expediting the transcription process to further reduce submittal costs.

- 11) **Task 4.2 Submit Individual Annual Report** CWE will utilize either the Los Angeles County Watershed Reporting, Adaptive Management, and Planning System (WRAMPs) or directly submit the City of Gardena Individual Annual Report to the LARWQCB on your behalf. In either case, during July and August, CWE will populate a draft Microsoft Word® Individual Annual Report file, using past submittals, recently received transmittals, and the City website as references. This draft will highlight the sections where City input on budget, planning, enforcement, and building safety data are needed. Once completed and returned to CWE, usually during October, the final draft will be reviewed for missing data or verbiage that could be adversely misconstrued, a final draft provided to the City in November for review, then the file converted into a Portable Document Format (PDF) file, and submitted to the LARWQCB by December 15, 2018, with a receipt and legibility confirmation request that is both stored in our records and provided to the City.
- 12) **Task 4.3 Prepare "Watershed" Annual and MAL Reports** The LARWQCB has previously requested that the City of Gardena provide rainfall, water quality impairment, and improvement, monitoring and trend data typically addressed within Watershed Annual Reports submitted by Watershed Management Program (WMP) groups. On a schedule similar to that of the individual report, this information will be developed, reviewed by City representatives, the final submission validated for accuracy, and then a PDF submitted by CWE, to the LARWQCB, by December 15, 2018.

## Limitations and Assumptions

Understanding that prior submittals and communications between City and LARWQCB representatives have not been completely illuminated and resolved, while understanding that the City desires to utilize a new approach going forward, CWE has made the following proposal assumptions to reduce our risk and your budget commitment during this unpredictable transition period.

1. MS4P Table E-2 monitoring has not been undertaken and will be required, at most, twice.
2. Toxicity bioassays have not been undertaken by the City and, at most, will be required once.
3. The City will directly pay ABC, Eurofins, and Enthalpy laboratory analysis costs.
4. An Outfall Inventory has not been undertaken, nor a tracking database developed.
5. Non-Stormwater Outfall water quality monitoring is limited to ten (10) limited sample sets.
6. Confined space entry of covered channel sections is unnecessary and outside of this Scope.
7. Autosampler permitting and installation has been excluded from this proposal.
8. Dry-weather and NSWD will be collected as grab samples.
9. Although not currently anticipated, City will provide necessary Traffic Controls services directly.
10. Receiving water samples will be collected from the concrete channel, not the estuary.
11. Suspended sediment samples will not be collected from NSWD flows, due to low concentrations.
12. Any City Encroachment Permits will be issued as no fee Permits.
13. Harbor Toxics TMDL estuary and harbor water quality, sediment, and tissue monitoring is excluded from this proposal and will be separately addressed and budgeted at a future time.

## Fee

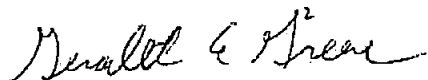
The following table identifies the level of effort that CWE associates with each of the identified tasks.

| Task#            | Task Description                                       | Total           |
|------------------|--|-----------------|
| 1                | Project Management                                     | \$4,968         |
| 1.1              | Kick off Meeting to Identify and Prioritize Objectives | \$1,888         |
| 1.2              | Two (2) Meetings, One (1) Draft AMP, One (1) Revision  | \$11,130        |
| 1.3              | Facilitate Harbor Toxics TMDL and Other Negotiations   | \$1,961         |
| 1.4              | LACFCD Access Permit                                   | \$5,065         |
| 2.1              | Two Dry-weather (July & Fall) RW events                | \$10,475        |
| 2.2              | Non-Stormwater Discharge Services                      | \$12,275        |
| 3.1              | Outfall Inventory and Assessment (one round)           | \$15,364        |
| 3.2              | NSWD Outfall Prioritization                            | \$6,024         |
| 3.3              | NSWD Source Assessment and Control (hours limit)       | \$6,090         |
| 4.1              | Semi-Annual Data Submission                            | \$3,504         |
| 4.2              | Individual Annual Report                               | \$8,976         |
| 4.3              | Watershed light Annual & Municipal Action Level Report | \$8,936         |
| <b>Total Fee</b> |  | <b>\$96,656</b> |

These tasks would be provided on Time and Materials, Not to Exceed cost estimated basis of **\$96,656.00**, with completion expected by **December 31, 2018**, depending on coordinated scheduling of the fall dry-weather receiving water quality event and development of LARWQCB concurrence. This proposal is valid for ninety (90) days, from the letter date; however timely completion of some early water quality monitoring tasks is dependent on receipt of an Notice To Proceed (NTP) by July 27, 2018. If any questions arise, please reach out to me at (714) 526-7500 Ext. 207 or [ggreene@cwecorp.com](mailto:ggreene@cwecorp.com).

Respectfully submitted,

**CWE**



Gerald Greene, DEnv, PE, QEP, QSD/P  
Director, Stormwater



**CWE**

1561 E. ORANGETHORPE AVENUE  
SUITE 240  
FULLERTON, CA 92831-5202  
(714) 526-7500 PHONE  
(714) 526-7004 FAX  
www.cwecorp.com

September 15, 2018

EMAIL

Mr. Joseph Cruz  
Director of General Services, City of Gardena  
1717 West 162<sup>nd</sup> Street  
Gardena, CA 90247

**Proposal to Provide Wet-Weather MS4 Permit Integrated Monitoring Program Services**

Dear Mr. Cruz,

CWE is pleased to submit this proposal to provide the City of Gardena (City) with continuing Municipal Separate Storm Sewer System (MS4), National Pollutant Discharge Elimination System (NPDES), Permit, water quality monitoring services. CWE successfully implemented and continues to provide Integrated or Coordinated Integrated Monitoring Program (IMP or CIMP) services to fourteen other MS4 Permittees

## Understanding

Since 1990, the Los Angeles Regional Water Quality Control Board (LARWQCB) has issued an MS4 NPDES Permit to Los Angeles County Permittees such as the City of Gardena. The City is currently regulated under the 2012 base MS4 Permit, as amended on September 8, 2016. While mentioned within the main body of the Permit, Attachment E primarily directs how Permittees will conduct water quality monitoring.

An October 20, 2016, letter from Sam Unger, former LARWQCB Executive Officer, to Mitchell Lansdell, former City Manager, rescinded the prior conditional approval of a City of Gardena Integrated Monitoring Program (IMP) Plan and by January 6, 2017, the city was directed to implement an extremely costly individual monitoring program unlike that required of other MS4 Permittees. By the summer of 2018, the City determined to identify and implement a more representative, compliant, and informative monitoring program to support the attainment of required receiving water beneficial use objectives, by reducing the discharge of runoff and potential conveyed pollutants. Having assisted the City towards achieving these objectives, CWE proposes to implement a cost-effective wet-weather monitoring and annual reporting program comparable to that of other MS4 Permittees and acceptable to the LARWQCB. Since Board staff are actively drafting a fifth term regional MS4 Permit, likely to become effective by mid-2019, this proposal is intentionally transitional and addresses permit implementation and cost-effective monitoring activities undertaken from June 30, 2018, to July 1, 2019, and reported by December 15, 2019.

## Scope of Work

Following receipt of the City Notice to Proceed (NTP), CWE will promptly begin the following tasks:

- 1) **Task 1.1 Kickoff and Prioritization Meeting** CWE proposes an initial meeting to schedule tasks and identify implementation priorities for City concurrence.
- 2) **Task 2.1 Three Wet-Weather Receiving Water Events (One site)** Between October 1, 2018 and April 15, 2019, CWE would collect water quality samples from the channel above the estuary for three (3) storm events forecast at more than 0.25" 48 hours prior to storm initiation. Samples would be collected as three-hour, ten-aliquot composite samples. During the critical first event, Table E-2 and toxicity analytical samples must be collected.
- 3) **Task 2.2 Three Stormwater Outfall Monitoring Events (Two sites)** Between October 1, 2018 and April 15, 2019, CWE would attempt to collect Stormwater Outfall water quality samples from three storm events forecast at more than 0.25", 48 hours prior to storm initiation. For each event, samples would be collected from manholes upstream of two outfall locations, as three-hour, ten-aliquot composited samples. While the directives dictate that Table E-2 and toxicity samples be collected, we recommend the City propose to the LARWQCB that Table E-2 and toxicity monitoring include only the first event and assumes no analytes are added due to monitoring results.
- 4) **Task 2.3 Four Suspended Sediment Site Collections** TMDL pollutants are often associated with suspended sediments conveyed in stormwater flows and the January 6, 2017, letter directs the City of Gardena to capture and analyze these sediments during Stormwater Outfall and Non-Stormwater Discharge (NSWD) monitoring. This entails isolating 30 grams of sediments, from hundreds of gallons of runoff, then extracting the pollutants from the sediment for analysis. CWE interprets the letter to require that this occur for at the two outfall locations for two events and therefore proposes four such isolations. CWE uses an upflow clarifier-based sediment trap that is particularly suitable for sampling during high intensity storm events. The letter also implies that such monitoring occur for Non-stormwater discharges. It is unclear how many such samples might be necessary and whether sufficient sediment could even be isolated from the low volumes flows observed during dry-weather, which typically also contain minute concentrations of suspended sediments. We therefore defer responding to the NSWD portion of this IMP until additional discussions with the LARWQCB, planned as part of Task 1.2, can be undertaken and a satisfactory resolution identified.
- 5) **Task 3.1 Semi-Annual Monitoring Data Submission** The MS4 Permit requires that water quality monitoring analytical results be semi-annually submitted to the LARWQCB; usually by June 15 for data collected between July 1 and December 31, and by December 15, for data collected from January 1 to June 30. A cursory review of the most recent submittal identified numerous discrepancies and incorrect data that could result in costly increased monitoring requirements, or fines, on the City of Gardena. Your Project Manager oversees the transcription of Laboratory Information Management System (LIMS) Electronic Data Document (EDD) files to California Environmental Data Exchange Network (CEDEN) format for CWE, then personally performs the final Quality Assurance and Quality Control (QA/QC) review prior to submittal. While the LARWQCB utilizes an informal submittal process, other CWE clients utilize the State Water Resources Control Board (SWRCB) Moss Landing Marine Laboratory (MLML) Regional Data Center (RDC) and California

Data Upload Checker System (CalDUCS), so CWE staff is accustomed to Look up table nomenclature, vocabulary request submittals, resolution of error and warning messages, and has assisted the analytical laboratories with expediting the transcription process to further reduce submittal costs.

- 6) **Task 3.2 Submit Individual Annual Report** CWE will utilize either the Los Angeles County Watershed Reporting, Adaptive Management, and Planning System (WRAMPs) or directly submit the City of Gardena Individual Annual Report to the LARWQCB on your behalf. In either case, during July and August, CWE will populate a draft Microsoft Word® Individual Annual Report file, using past submittals, recently received transmittals, and the City website as references. This draft will highlight the sections where City input on budget, planning, enforcement, and building safety data are needed. Once completed and returned to CWE, usually during October, the final draft will be reviewed for missing data or verbiage that could be adversely misconstrued, a final draft provided to the City in November for review, then the file converted into a Portable Document Format (PDF) file, and submitted to the LARWQCB by December 15, 2019, with a receipt and legibility confirmation request that is both stored in our records and provided to the City.
- 7) **Task 3.3 Prepare "Watershed" Annual and MAL Reports** The LARWQCB has previously requested that the City of Gardena provide rainfall, water quality impairment, and improvement, monitoring and trend data typically addressed within Watershed Annual Reports submitted by Watershed Management Program (WMP) groups. On a schedule similar to that of the individual report, this information will be developed, reviewed by City representatives, the final submission validated for accuracy, and then a PDF submitted by CWE, to the LARWQCB, by December 15, 2019.

## Limitations and Assumptions

Understanding that prior submittals and communications between City and LARWQCB representatives have not been completely illuminated and resolved, while understanding that the City desires to utilize a new approach going forward, CWE has made the following proposal assumptions to reduce our risk and your budget commitment during this unpredictable transition period.

1. Three-hour, ten-aliquot, wet-weather sample collection techniques will be utilized and acceptable.
2. MS4P Table E-2 monitoring has not been undertaken and will be required, at most, six times.
3. Toxicity bioassays have not been undertaken by the City and, at most, two will be required.
4. The City will directly pay ABC, Eurofins, and Enthalpy laboratory analysis costs.
5. Confined space entry of covered channel sections is unnecessary and outside of this Scope.
6. Autosampler permitting and installation has been excluded from this proposal.
7. City will directly provide any necessary Traffic Controls services.
8. Receiving water samples will be collected from the concrete channel, not the estuary.
9. Any City Encroachment Permits will be issued as no fee Permits.
10. Harbor Toxics TMDL estuary and harbor water quality, sediment, and tissue monitoring is excluded from this proposal and will be separately addressed and budgeted at a future time.

## Fee

The following table identifies the level of effort that CWE associates with each of the identified tasks.

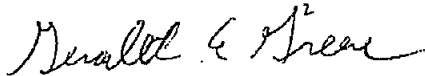


| Task#            | Task Description                                       | Total           |
|------------------|--|-----------------|
| 1                | Project Management                                     | \$4,968         |
| 1.1              | Kick off Meeting to Identify and Prioritize Objectives | \$1,888         |
| 2.1              | Three Wet-weather (October to April) RW Events         | \$15,983        |
| 2.2              | Three Stormwater Outfall Monitoring Events             | \$29,531        |
| 2.3              | Four (4) Suspended Sediment Sampling                   | \$14,269        |
| 3.1              | Semi-Annual Data Submission                            | \$7,008         |
| 3.2              | Individual Annual Report                               | \$8,976         |
| 3.3              | Watershed light Annual & Municipal Action Level Report | \$8,936         |
| <b>Total Fee</b> |  | <b>\$91,559</b> |

These tasks would be provided on Time and Materials, Not to Exceed cost estimated basis of **\$91,559.00**, with completion expected by **December 18, 2019**. This proposal is valid for ninety (90) days, from the letter date; however timely completion of some required water quality monitoring tasks is dependent on receipt of a Notice To Proceed (NTP) by September 30, 2018. If any questions arise, please reach out to me at (714) 526-7500 Ext. 207 or [ggreene@cwecorp.com](mailto:ggreene@cwecorp.com).

Respectfully submitted,

**CWE**



Gerald Greene, DEnv, PE, QEP, QSD/P  
Director, Stormwater



# City of Gardena

## City Council Meeting

Agenda Item No. 8. D. (3 )  
Department: GENERAL SERVICES  
Meeting Date: 9/11/2018

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: AWARD THREE-YEAR CONTRACT TO MARIPOSA LANDSCAPES, INC. FOR MEDIAN LANDSCAPE MAINTENANCE FOR THE AMOUNT NOT TO EXCEED \$300,000

#### COUNCIL ACTION REQUIRED:

Award Contract to Mariposa Landscapes, Inc.

#### Action Taken

#### RECOMMENDATION AND STAFF SUMMARY:

It is respectfully recommended that the City Council approve the three-year contract with Mariposa Landscapes, Inc., for all labor, equipment, materials, tools and supervision to perform landscape maintenance related to weed control and cultivation; fertilization; shrub trimming, pruning and training; tree pruning and staking; general pest control; general litter control, refuse removal, and grounds policing; irrigation system monitoring, maintenance and repair; and hardscape cleaning and weeding.

The City of Gardena released a Request for Proposals (RFP) on May 22, 2018. On June 26, 2018, the City received five proposals via Planet Bids. The proposers were:

| Company Name                   | Proposal Price |
|--------------------------------|----------------|
| Mariposa Landscapes, Inc.      | \$227,957.00   |
| Salazar Landscaping            | \$295,092.00   |
| Azteca Landscape               | \$645,953.75   |
| CLS Landscape Management, Inc. | \$872,217.30   |
| Complete Landscape Care, Inc.  | \$1,321,778.80 |

The City began contract negotiations with the lowest bidder, Mariposa Landscapes, Inc. During negotiations, the City made minor modifications to the Scope of Work, related to mowing, irrigation, and other services. Based on these minor modifications, Mariposa Landscapes, Inc. submitted a final revised bid for \$233,201 for three years. Any additional work outside of this contract will be billed based on the Time and Materials schedule provided in the proposal and shall not exceed a total amount paid of \$300,000.

Mariposa Landscapes, Inc. works with other municipalities such as the City of Newport Beach, City of Santa Ana, City of Tustin, and City of Rancho Cucamonga, to name a few.

City Manager will execute the agreement after recommended approval by City Council.

#### FINANCIAL IMPACT/COST:

Amount of Expense: Not to Exceed \$300,000

Funding Source: General Fund

#### ATTACHMENTS:

Contract

Mariposa Landscapes Proposal

Submitted by: , Joseph Cruz, General Services Director

Date: 9/4/18

Concurred by: , Edward Medrano, City Manager

Date: 9/5/18

**M A R I P O S A**  
**L A N D S C A P E S I N C**



**CITY OF GARDENA**

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**RFP**  
**MEDIAN LANDSCAPE MAINTENANCE**

**Due: Tuesday, June 26, 2018 at 2:00 pm**



CA CONTRACTOR'S LIC # 592268 A, C-27, D-49  
6232 Santos Diaz St., IRVINDALE, CA 91702 •TEL 800•794•9458 •FAX 626•960•8477  
[www.mariposa-ca.com](http://www.mariposa-ca.com)

PROPOSAL FORM

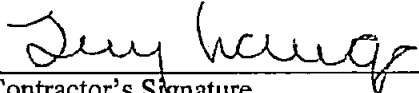
LANDSCAPE MAINTENANCE SERVICES STREET  
MEDIAN ISLANDS FOR THE CITY OF GARDENA

FOR THE TOTAL SUM OF \$ 227,957.00 (use figures only) as computed from lump sum prices shown on the attached schedule of proposal items (Appendix A), the undersigned hereby proposes and agrees that if this proposal is accepted he/she will contract with the City of Gardena, California, to furnish all labor, materials, tools, equipment, transportation, and all incidental work and services required to complete all items of maintenance work as indicated in the Specification Documents. The undersigned agrees that, if this proposal is accepted, it shall contract with the City by executing the "Agreement for Professional Services for Median Maintenance" attached with the City's Request for Proposals.

All work shall conform to the Scope of Work shown and shall be done in accordance with the Specification Documents and all addenda thereto.

This proposal is submitted in conformance with the requirements of the Specification Documents and all addenda thereto as prepared by the City of Gardena. Attachment as required in the "Instructions to Proposers" is hereby attached to this Proposal Form and is a binding part thereof. The work shall be paid for monthly.

Terry Noriega  
Contractor's Name Printed

  
Contractor's Signature

Mariposa Landscapes, Inc.  
Name of Company

(626) 960-0196  
Phone Number

06/26/2018  
Date

### SCHEDULE OF BID ITEMS

Perform all work as described in Specification Documents and as indicated in Scope of Work.

**Lump Sum:**

Year 1 \$ 72,005.00

Year 2 \$ 75,588.00

Year 3 \$ 80,364.00

TOTAL \$ 227,957.00

Year 4 \$ 85,140.00 (Optional Extension)

Year 5 \$ 87,516.00 (Optional Extension)

*Note: The City specifically reserves the right to award separate contracts for Bid Items, such as major tree maintenance, to different contractors or to award a single contract for certain work not included in the basic scope of work in the contract.*

Provide a schedule of regular hourly rates for extraordinary (as needed) services, as follows:

Landscape Maintenance Supervisor \$ 45.00 per hour

Landscape Maintenance Laborer \$ 35.00 per hour

Irrigation Specialist \$ 55.00 per hour

Pest Control Applicator \$ 65.00 per hour

| STREET                | FROM                               | TO                                  | Price - Year 1 | Price - Year 2 | Price - Year 3 | Price - Year 4 * | Price - Year 5 * |
|-----------------------|------------------------------------|-------------------------------------|----------------|----------------|----------------|------------------|------------------|
| El Segundo Blvd.      | Crenshaw Ave.                      | Manhattan Pl.                       | \$11,429.00    | \$11,999.00    | \$12,757.00    | \$13,515.00      | \$13,892.00      |
| 135th Street          | Crenshaw Ave.                      | 400' East of Crenshaw Blvd.         | \$571.00       | \$599.00       | \$636.00       | \$673.00         | \$691.00         |
| 141st Pl              | Alley (West of Purche Ave.)        |                                     | \$571.00       | \$599.00       | \$636.00       | \$673.00         | \$691.00         |
| Rosecrans Ave.        | 420' West of Ardath Ave.           | 670' East of Ardath Ave.            | \$2,286.00     | \$2,399.00     | \$2,550.00     | \$2,701.00       | \$2,776.00       |
| Rosecrans Ave.        | Crenshaw Ave.                      | Vermont Ave.                        | \$9,143.00     | \$9,600.00     | \$10,206.00    | \$10,812.00      | \$11,113.00      |
| Manhattan Beach Blvd. | Crenshaw Ave.                      | Van Ness Ave.                       | \$2,290.00     | \$2,410.00     | \$2,580.00     | \$2,740.00       | \$2,825.00       |
| Redondo Beach Blvd.   | Atkinson Ave.                      | 590' East of Arcturus Ave.          | \$1,714.00     | \$1,799.00     | \$1,912.00     | \$2,025.00       | \$2,081.00       |
| Redondo Beach Blvd.   | 215' West of Gramercy Place        | St. Andrews Pl.                     | \$1,142.00     | \$1,198.00     | \$1,273.00     | \$1,348.00       | \$1,385.00       |
| Redondo Beach Blvd.   | Nuanu Dr.                          | 260' East                           | \$1,142.00     | \$1,198.00     | \$1,273.00     | \$1,348.00       | \$1,385.00       |
| Redondo Beach Blvd.   | Berendo Ave.                       | Vermont Ave.                        | \$1,142.00     | \$1,198.00     | \$1,273.00     | \$1,348.00       | \$1,385.00       |
| 166th St.             | Normandie Ave.                     | Berendo Ave.                        | \$1,715.00     | \$1,800.00     | \$1,913.00     | \$2,026.00       | \$2,082.00       |
| Artesia Blvd.         | Western Ave.                       | Vermont Ave.                        | \$6,858.00     | \$7,199.00     | \$7,653.00     | \$8,107.00       | \$8,333.00       |
| 182nd St.             | Vermont Ave.                       |                                     | \$571.00       | \$599.00       | \$636.00       | \$673.00         | \$691.00         |
| Crenshaw Ave.         | El Segundo Blvd.                   | 139th Pl.                           | \$2,285.00     | \$2,398.00     | \$2,549.00     | \$2,700.00       | \$2,775.00       |
| Crenshaw Ave.         | 141st Pl.                          | 144th St.                           | \$1,142.00     | \$1,198.00     | \$1,273.00     | \$1,348.00       | \$1,385.00       |
| Crenshaw Ave.         | 325' North of Manhattan Beach Blvd | 300' South of Manhattan Beach Blvd. | \$1,142.00     | \$1,198.00     | \$1,273.00     | \$1,348.00       | \$1,385.00       |
| Western Ave.          | El Segundo Blvd.                   | 130th St.                           | \$571.00       | \$599.00       | \$636.00       | \$673.00         | \$691.00         |
| Western Ave.          | 134th St.                          | 137th St.                           | \$1,714.00     | \$1,799.00     | \$1,912.00     | \$2,025.00       | \$2,081.00       |
| Western Ave.          | 141st St.                          | Rosecrans Ave.                      | \$1,142.00     | \$1,198.00     | \$1,273.00     | \$1,348.00       | \$1,385.00       |
| Normandie Ave.        | Redondo Beach Blvd.                | 240' South of Redondo Beach Blvd.   | \$1,142.00     | \$1,198.00     | \$1,273.00     | \$1,348.00       | \$1,385.00       |
| Normandie Ave.        | Gardena Blvd.                      | 40' North of Gardena Blvd.          | \$571.00       | \$599.00       | \$636.00       | \$673.00         | \$691.00         |
| Normandie Ave.        | Gardena Blvd.                      | 35' South of Gardena Blvd.          | \$571.00       | \$599.00       | \$636.00       | \$673.00         | \$691.00         |
| Normandie Way         | Redondo Beach Blvd.                | 125' South of Redondo Beach Blvd.   | \$1,715.00     | \$1,800.00     | \$1,913.00     | \$2,026.00       | \$2,082.00       |
| Normandie Way         | 155th Street                       | 100' North of 155th Street          | \$1,715.00     | \$1,800.00     | \$1,913.00     | \$2,026.00       | \$2,082.00       |
| Normandie Way         | 155th Street                       | 125' South of 155th Street          | \$1,148.00     | \$1,199.00     | \$1,274.00     | \$1,349.00       | \$1,386.00       |
| Stevens St.           | South of 170th Street              |                                     | \$1,142.00     | \$1,198.00     | \$1,273.00     | \$1,348.00       | \$1,385.00       |
| Vermont Ave.          | El Segundo Blvd.                   | 164th St.                           | \$14,860.00    | \$15,609.00    | \$16,596.00    | \$17,593.00      | \$18,091.00      |
| Vermont Ave.          | 100' North of Cassidy Street       |                                     | \$571.00       | \$599.00       | \$636.00       | \$673.00         | \$691.00         |

\* = Optional Annual Extensions

### **DESIGNATION OF SUBCONTRACTORS**

The Contractor shall perform, with its own organization, contract work amounting to at least 50 percent of the contract price.

Each Proposer in submitting his proposal for the doing of work or improvement shall in his proposal or offer, in accordance with the provisions of Section 4104 of the Public Contract Code of the State of California, set forth the following:

Name and address of the place of business of each subcontractor who will perform work or labor in excess of one-half (1/2) of one percent (1%) of the general contractor's total proposal or \$10,000, whichever is greater.

The specific work and dollar amount of work which will be done by each subcontractor.

If no portion of the work is to be subcontracted as provided in Item 1, insert the word "NONE" in the space provided and sign below.

| Name | Address | Phone Number | Subcontractor<br>Work/Materials/Equipment<br>Provided | Dollar<br>Amount | Percentage<br>Amount |
|------|---------|--------------|---|------------------|----------------------|
| NONE |         |              |   |                  |                      |
|      |         |              |   |                  |                      |
|      |         |              |   |                  |                      |
|      |         |              |   |                  |                      |
|      |         |              |   |                  |                      |
|      |         |              |   |                  |                      |
|      |         |              |   |                  |                      |

**PROPOSER'S STATEMENT**

SHEET 1 OF 3

(To be submitted with Proposal Form)

**LANDSCAPE MAINTENANCE SERVICES**

The undersigned has carefully read the Specification Documents and all addenda attached thereto and understands that any variation or deviation from these documents shall be sufficient grounds for rejection for all or any part of the work performed. Such rejected work shall be replaced entirely at the Contractor's expense, and failure to do so within a reasonable length of time shall be sufficient reason for the withholding of payment for any part or all of the work.

The undersigned further certifies that he is licensed by the State of California as a Landscape Contractor Class (C-27) with License Number 592268, that the license is now in force and the expiration date is 04/30/2020.

Pursuant to Business and Professions Code Section 7028.15, I, Terry Noriega, declare under penalty of perjury that the foregoing and the statements contained in the proposal for the above titled project are true and correct and that this declaration is made on this 26 day of June, 2018.

It is understood that the quantities set forth herein are approximate only and are to be used only for the comparison of proposals and the guidance of the Proposer.

If awarded the contract, the undersigned hereby agrees to sign and file an agreement, attached as Appendix I, together with the necessary certificate(s) of insurance, related endorsements for general and automobile liability insurance, and proof of a City of Gardena Business License within ten (10) calendar days after the date of the award and to commence work on the date as specified in the contract, and to complete the work under said contract within the specified number of working days beginning from the date specified in the notice to proceed. Further, the undersigned agrees to insure that all subcontractors obtain a City of Gardena Business License in accordance with the City of Gardena Business License Guidelines. Contractor and all subcontractors also agree to keep the Business License current for the entire term of the contract.

If the unit price and the total amount named by a Proposer for any item do not agree, it will be assumed that the error was made in computing the total amount and the lowest price will be considered as representing the Proposer's intention. Unit prices proposal must not be unbalanced.



## PROPOSER'S STATEMENT

SHEET 2 OF 3

(To be submitted with Proposal Form)

### LANDSCAPE MAINTENANCE SERVICES

The undersigned has checked carefully all of the above figures and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

The undersigned hereby certifies that this proposal is genuine, and not sham or collusive, or made in the interest or on behalf of any person not named herein, and that the undersigned has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposal, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage of any kind whatever.

The undersigned agrees that this proposal may not be withdrawn for a period of thirty (30) days after the date set for the opening thereof.

NOTE: IF THE PROPOSAL IS MADE BY AN INDIVIDUAL, HIS NAME AND POST OFFICE ADDRESS MUST BE SHOWN. IF THE PROPOSAL IS MADE BY A PARTNERSHIP, THE NAME AND ADDRESS OF EACH MEMBER OF THE FIRM OR PARTNERSHIP MUST BE SHOWN (if more than two members of a firm or partnership, please attach an additional page); OR IF MADE BY A CORPORATION, THE PROPOSAL SHALL SHOW THE NAME OF THE STATE UNDER THE LAWS OF WHICH THE CORPORATION WAS CHARTERED AND THE NAMES, TITLES AND BUSINESS ADDRESSES OF THE PRESIDENT, SECRETARY AND TREASURER OF SAID CORPORATION.

PROPOSER'S STATEMENT  
SHEET 3 OF 3  
(To be submitted with Proposal Form)

LANDSCAPE MAINTENANCE SERVICES

SIGNATURES OF PROPOSER:

If INDIVIDUAL, sign below: N/A

Signature N/A  
Print name N/A

Post Office Address If CORPORATION, sign below (show names of non-signing officers):  
Mariposa Landscapes, Inc. a CORPORATION

Name of State Where Chartered California

Signature Terry Noriega Date 6/26/2018

Print name of person signing proposal Terry Noriega

*Title List names of the following officers:*

|                           |                  |
|---------------------------|------------------|
| <u>Terry Noriega</u>      | <u>PRESIDENT</u> |
| <u>Antonio Valenzuela</u> | <u>SECRETARY</u> |
| <u>Theresa Lu, CFO</u>    | <u>TREASURER</u> |

If PARTNERSHIP, sign below (show names of non-signing partners)

|            |            |
|------------|------------|
| <u>N/A</u> | <u>N/A</u> |
| Signature  | Date       |

N/A  
Name of Partner

Street Address 6232 Santos Diaz St. Irwindale, CA 91702

Signature N/A Date 06/26/2018

N/A  
Post Office Address (if different)

**CERTIFICATE OF NONDISCRIMINATION**

(To be submitted with Proposal Form)

**LANDSCAPE MAINTENANCE SERVICES**

On behalf of the Proposer making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, disability, or national origin; that all federal, state, local directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively:

Mariposa Landscapes, Inc.

PROPOSER

By: 

(Name) Terry Noriega

President

(Title)

6/26/2018

Date

Each Proposer shall sign the CERTIFICATE OF NONDISCRIMINATION, which is a part of the proposal form.

CERTIFICATE OF PAYMENT OF PREVAILING WAGE SCALE  
(To be submitted with Proposal Form)

On behalf of the Proposer, the undersigned certifies that the Prevailing Wage Scale, as determined by the Director of Industrial Relations of the State of California, in force on the day this proposal was announced, will be the minimum paid to all craftsmen and laborers working on this project.

It is understood that it is the responsibility of the Proposer to determine the correct scale. The City will keep a copy of the wage scale in the City Clerk's office for the convenience of Proposers. Any errors or defects in the materials in the City Clerk's office will not excuse a Proposer's failure to comply with the actual scale then in force.

Mariposa Landscapes, Inc.

PROPOSER

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

(Name) Terry Noriega

President

(Title)

06/26/2018

Date

**STATEMENT OF QUALIFICATIONS**

(To be submitted with Proposal Form)

**REFERENCES -- PAST PROJECTS**

Use reverse side of sheet or attachment if necessary.

**Reference #1:**

Name: City of Newport Beach

Address and City: 592 Superior Avenue, Newport Beach, CA 92660

Telephone: (949) 644-3069 Dan Sereno

Job Name: City of Newport Beach

Dates of Work: 2016- Current

**Reference #2:**

Name: City of Santa Ana

Address and City: 20 Civic Center Plaza

Telephone: (714) 647-3324 Mike Lopez

Job Name: City of Santa Ana

Dates of Work: 2014 - Current

**Reference #3:**

Name: City of Tustin

Address and City: 300 Centennial Way, Tustin, CA 92780

Telephone: (714) 573-3360 Jim Sulli

Job Name: City of Tustin

Dates of Work: 1989 - Current

**Reference #4:**

Name: City of Rancho Cucamonga

Address and City: 9153 9th St. Rancho Cucamonga, CA 91730

Telephone: (909) 477-2730 x 4116 Steve Relph

Job Name: City of Rancho Cucamonga

Dates of Work: 1989 - Current

**STATEMENT OF QUALIFICATIONS**

(To be submitted with Proposal Form)

**REFERENCES - PAST PROJECTS**

Use reverse side of sheet or attachment if necessary.

**Reference #1:**

Name: City of Coachella

Address and City: 1515 Sixth St. Coachella, CA 92236

Telephone: (760) 200-6513 Robert Rivera

Job Name: City of Coachella

Dates of Work: 2011-2014

**Reference #2:**

Name: City of Riverside

Address and City: 3900 Main Street Riverside, CA 92522

Telephone: (951) 712-4807 Jesse Fierro

Job Name: City of Riverside

Dates of Work: 2009-2013

**Reference #3:**

Name: Southern California Edison

Address and City: 2244 Walnut Grove, Rosemead, CA 91770

Telephone: (805) 654-7238

Job Name: Various sites

Dates of Work: 1995 - 2018

**Reference #4:**

Name: \_\_\_\_\_

Address and City: \_\_\_\_\_

Telephone: \_\_\_\_\_

Job Name: \_\_\_\_\_

Dates of Work: \_\_\_\_\_

PROPOSAL

PROJECT NO. JN

**DESIGNATION OF SUBCONTRACTORS**

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

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

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

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

| WBE<br>or<br>MBE | Portion<br>of<br>Work % | Subcontractor's<br>Name and Address | Type of<br>Work | State<br>License<br>Number | Class |
|------------------|-------------------------|-------------------------------------|-----------------|----------------------------|-------|
| None             |                         |                                     |                 |                            |       |
|                  |                         |                                     |                 |                            |       |
|                  |                         |                                     |                 |                            |       |
|                  |                         |                                     |                 |                            |       |
|                  |                         |                                     |                 |                            |       |
|                  |                         |                                     |                 |                            |       |
|                  |                         |                                     |                 |                            |       |
|                  |                         |                                     |                 |                            |       |
|                  |                         |                                     |                 |                            |       |

Not more than N/A %.

PROPOSAL

PROJECT NO. JN

**NON-COLLUSION AFFIDAVIT**

(To be executed by Bidder and submitted with Bid)

State of California

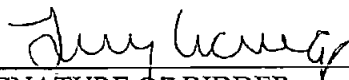
County of Los Angeles

Terry Noriega being first duly sworn, deposes and says  
that he or she is President of Mariposa Landscapes, Inc.

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

Terry Noriega

NAME OF BIDDER



SIGNATURE OF BIDDER

6232 Santos Diaz St.

ADDRESS OF BIDDER

Irwindale

CA

91702

CITY

STATE

ZIP

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



## CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }


COUNTY OF Los Angeles }

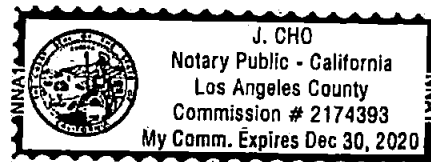
Subscribed and sworn to (or affirmed) before me on this 25 <sup>th</sup> day of June, 2018  
Date Month Year

by Terry Noriega, President

*Name of Signers*

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature:   
*Signature of Notary Public*



*Seal*  
*Place Notary Seal Above*

### OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2018

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br>Landscape Contractors (Lic#0755906)<br>Insurance Services, Inc.<br>1835 N. Fine Avenue<br>Fresno CA 93727 |  | <b>CONTACT</b><br>NAME: Benita Hall, CISR<br>PHONE (A/C, No, Ext): (559) 650-3555<br>FAX (A/C, No): (559) 650-3558<br>EMAIL: bhall@loisinc.com<br>ADDRESS:                           |  |
| <b>INSURED</b><br>Mariposa Landscapes Inc<br>6232 Santos Diaz Drive<br>Irwindale CA 91702                                    |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Wesco Insurance Company NAIC # 25011<br>INSURER B: Greenwich Ins Co 22322<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |

COVERAGES CERTIFICATE NUMBER: 18-19 Pkg &amp; Auto &amp; REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> \$1,000 PD DED<br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                     | WPP1621859 00 | 4/1/2018                | 4/1/2019                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Employee Benefits \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  |                                     | WPP1621859 00 | 4/1/2018                | 4/1/2019                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured motorist combined \$ 1,000,000  |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |                                     | WEC6005017-00 | 4/1/2018                | 4/1/2019                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000   |
|          | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> N/A |               |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEES \$<br>E.L. DISEASE - POLICY LIMIT \$  |

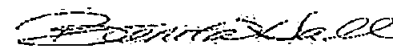
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All landscape operations performed by or on behalf of the named insured

\*\*\*\*\*Proof Of Insurance\*\*\*\*\*

## CERTIFICATE HOLDER

## CANCELLATION

|  |  |
|--|--|
| *****<br>*****Proof of Insurance*****<br>***** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>B Hall, CISR/KSAENZ  |
|--|--|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/02/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |                                    |
|--|--|------------------------------------|
| <b>PRODUCER</b><br>Global Risk, LLC<br>1800 N. Wilshire Blvd., Second Floor<br>Los Angeles, CA 90017<br>License #0L60361 | <b>CONTACT NAME:</b>                           |                                    |
|  | <b>PHONE (A/C, No, Ext):</b> 213-550-2253      | <b>FAX (A/C, No):</b> 213-550-2258 |
| <b>INSURED</b><br>Mariposa Landscapes, Inc.<br>6232 Santos Diaz St.<br><br>Irwindale, CA 91702                           | <b>E-MAIL ADDRESS:</b> certs@globalriskcap.com |                                    |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>           |                                    |
|  | <b>INSURER A:</b> Sentry Casualty Company      |                                    |
|  | <b>INSURER B:</b>                              |                                    |
|  | <b>INSURER C:</b>                              |                                    |
|  | <b>INSURER D:</b>                              |                                    |
| <b>INSURER E:</b>  |  |                                    |
| <b>INSURER F:</b>  |  |                                    |
| <b>NAIC #</b> 28460  |  |                                    |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          |               |                         |                         | EACH OCCURRENCE                           | \$           |
|          |   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$           |
|          |   |           |          |               |                         |                         | MED EXP (Any one person)                  | \$           |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$           |
|          |   |           |          |               |                         |                         | GENERAL AGGREGATE                         | \$           |
|          |   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$           |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE                           | \$           |
|          |   |           |          |               |                         |                         | AGGREGATE                                 | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>Y  | N/A      | 90-20720-01   | 04/01/2018              | 04/01/2019              | X PER STATUTE                             |              |
|          |   |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

|  |  |
|--|--|
| Mariposa Landscapes Inc.<br>15529 Arrow Highway<br>Irwindale, CA 91706 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>  |

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## Elizabeth Hernandez

---

**From:** David Hall <david.hall@mariposa-ca.com>  
**Sent:** Wednesday, August 1, 2018 2:44 PM  
**To:** Elizabeth Hernandez; Joshua Cho  
**Subject:** City of Gardena - RFP Median Landscape Maintenance

Elizabeth:

First, thank you again for your time yesterday related to RFP - Median Landscape Maintenance. I hope the following clarifies the questions raised, and provides a context for both parties to proceed to contract.

As discussed, the specifications included with this RFP, did not - in our view - address the turf maintenance. As I'm sure you know, CA state water regulations have prohibited the application of water to turf in medians - and clearly many of Gardena median areas are not thriving or surviving without regular watering.

During our meeting I mentioned observing areas during the bid time that had clearly not been mowed for several weeks - conversely - yesterday it looked like the medians with surviving turf had been mowed recently - possibly this week... Periodic mowing (much less than weekly) is not uncommon in other Cities with turf still surviving in medians. Our approach to bidding such areas will never attempt to charge for work not needed. Finally, I'm confident no other bidder would have provided for a weekly frequency - with or without a clear spec requirement. It simply isn't necessary or even standard industry practice. The median areas to mow will continue to decline without water being applied. We assume as budgets allow, the City will need to re-do median irrigation with drip systems and low water use plant material.

After careful review of our original proposal, we offer the following comments and qualifications:

- 1) Mariposa Landscapes did include mowing time for the medians in the RFP response, but not in the context of normal turf areas, or a weekly schedule. At this point, Mariposa will confirm 26 annual mows (every other week), as included with our original proposal.
- 2) Mariposa Landscapes confirms including California State Prevailing Wage for Maintenance operations - as known at time of bid.
- 3) Mariposa Landscapes confirms all other requirements of this RFP as included in our original proposal.
- 4) During our meeting yesterday you requested pricing to be held for a January 1, 2019 start date. A review of timing for future wage escalations indicates some increases will impact our pricing if this timetable is applied since we have another \$1.00 per hour increase January 1. Please understand the process of projecting wage escalation costs is less reliable the further out we are required to contract. To retain this RFP requirements for a 3 year contract with 2 one year optional renewals - starting in 1-1-2019, we offer the following changes to our original proposal due to anticipated wage escalations.

|            |                |           |                   |              |
|------------|----------------|-----------|-------------------|--------------|
| Year One   | Original Price | \$ 72,005 | 1/1/19 start date | \$ No Change |
| Year Two   | Original Price | \$ 75,588 | 1/1/19 start date | \$ 78,108    |
| Year Three | Original Price | \$ 80,364 | 1/1/19 start date | \$ 83,088    |

|                             |                       |                   |                          |                             |
|-----------------------------|-----------------------|-------------------|--------------------------|-----------------------------|
| <b>Total 3 year</b>         | <b>Original Price</b> | <b>\$ 227,957</b> | <b>1/1/19 start date</b> | <b>\$233,201 (2.3% over</b> |
| <b><u>original bid)</u></b> |                       |                   |                          |                             |

|           |                |           |                   |           |
|-----------|----------------|-----------|-------------------|-----------|
| Year Four | Original Price | \$ 85,140 | 1/1/19 start date | \$ 88,080 |
|-----------|----------------|-----------|-------------------|-----------|

|           |                |           |                   |           |
|-----------|----------------|-----------|-------------------|-----------|
| Year Five | Original Price | \$ 87,516 | 1/1/19 start date | \$ 89,568 |
|-----------|----------------|-----------|-------------------|-----------|

The Mariposa team is excited to work with our "adopted" City of Gardena on this RFP - Median Landscape Project. Our Gardena yard operation proximity to these City maintenance areas will provide top level service and response times.

Thank you for the opportunity!

Respectfully,

David Hall  
Vice President, Business Development

M A R I P O S A

Safety | Teamwork | Quality | Integrity

*"We blend nature and craftsmanship to create ultimate outdoor settings and extremely satisfied customers."*

Cell 626-206-9055 Fax 626-960-8477

Email: [david.hall@mariposa-ca.com](mailto:david.hall@mariposa-ca.com)

**Visit Our New Website!**



## CONTRACT FOR MEDIAN LANDSCAPE MAINTENANCE

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

### 1. WORK

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

### 2. SCHEDULE .

Time is of the essence with respect to Contractor's performance of the Work required by this Contract. Contractor shall diligently and timely pursue and complete the performance of the Work required of it by this Contract. City, at its sole discretion, may extend the time for performance of any Work.

### 3. CONTRACT PRICE

- 3.1 Amount. City shall compensate Contractor for services rendered pursuant to this Contract at the rate specified in Contractor's proposal.

Year 1: \$72,005  
Year 2: \$78,108  
Year 3: \$83,088  
TOTAL: \$233,201

3.2 Expenses. Contractor shall not be entitled to any additional compensation for expenses, except as authorized in writing.

#### 4. **PAYMENTS**

4.1 Invoices and Payment. Payment by City to Contractor shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Contractor's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Contractor's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed and documents submitted are consistent with this Contract. Payment shall be made within thirty (30) days following receipt of the invoice or City shall provide Contractor with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Contract shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

4.2 Claims. No claim shall be made or be filed and neither City, nor any of its elected or appointed officers, employees, agents, or volunteers shall be liable, or held to pay any money, except as specifically provided in the Contract.

#### 5. **LEGAL REQUIREMENTS**

5.1 Contractor, its agents and employees shall be bound by and shall comply with all applicable federal, state and local laws regardless of whether enumerated herein.

5.2 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

*Exception:* The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the labor Commissioner on a project that is covered by a qualifying project labor agreement.

5.3 AWARD OF CONTRACT: The following are conditions to the award of the contract:

- i. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relation pursuant to Labor Code Section 1725.5 subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Profession

Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded): and

- ii. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 1725.5.

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

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

5.5 Pursuant to California Labor Code section 1810 et seq., eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of these hours at a rate of at least one and one-half times the basic rate of pay. (Labor Code § 1813.) City may withhold from any monies payable on account of work performed by Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor, for unpaid wages and liquidated damages as provided for herein.

5.6 Contractor, and any subcontractor under Contractor, shall pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the Contract. (Labor Code § 1774.) Copies of the determination of the Director of the Department of Industrial Relations of the rate of per diem wages for each craft, classification or type of worker needed to execute the Contract are on file in, and available at, the office of City. (Labor Code § 1773.2.) When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the prevailing rate per diem wages for cash craft or type of workman needed to execute any contract which may be awarded by City, may be requested by contacting the State Board of Equalization at (800) 400-7115.

5.7 Contractor shall post a copy of the prevailing rates at the work site(s), for the duration of the Work. (Labor Code § 1773.2.)



5.8 Contractor shall comply with all provisions of Labor Code section 1775. In accordance with Labor Code section 1775, Contractor shall forfeit as a penalty to City not more than \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor shall also pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

5.9 Nothing in this Contract shall prevent Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 and 1777.6 for all apprenticeable occupations. These sections require that Contractor and subcontractors shall submit contract award information to the applicable joint apprenticeship committee, shall employ apprentices in apprenticeable occupations, shall contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Board and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed in apprenticeable occupations.

5.10 Contractor warrants full compliance with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, City, its elected and appointed officers, employees, agents and volunteers from employer sanctions and any other liability which may be assessed against City in connection with any alleged violation of federal or state statutes or regulations pertaining to the eligibility for employment of person performing services under this Contract.

5.11 Neither Contractor, nor any subcontractor under Contractor, shall discriminate in the employment of persons, including apprentices, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age of such person, except as provided in Sections 12940 and 12941 of the Government Code. Contractor shall have responsibility for compliance with this section. (Gov. Code §§ 12940, 12941.)

5.12 Contractor and all subcontractors shall, at Contractor and subcontractor's sole expense, obtain and maintain all necessary licenses for the Work, including but not limited to a valid business license, and give all necessary notices and pay all fees and taxes required by law.

5.13 Contractor shall be responsible for obtaining at its own expense, all construction permits and licenses required by the City, including for any subcontracting firm engaged in construction/installation for this Project.

5.14 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. (Gov. Code § 4552; Pub. Con. Code § 7103.5.)

5.15 Subcontractors who are ineligible pursuant to Labor Code sections 1777.1 and 1777.7 are ineligible to perform work under this Contract.

## **6. INDEPENDENT CONTRACTOR**

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

## **7. INDEMNIFICATION**

7.1 To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the work performed under the Contract, or the performance or failure to perform any term, provision, covenant, or condition of the Contract, including this indemnity provision.

7.2 This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7.3 This indemnity provision shall survive the termination of the Contract and is in addition to any other rights or remedies which Indemnitees may have under the law.

7.4 Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7.5 The prevailing party shall pay for reasonable attorney fees and costs incurred in relation to this indemnification provision.

7.6 Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnites' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Contract is subject to Civil Code § 2782(b).

7.7 This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Contract or any additional insured endorsements which may extend to Indemnites.

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

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

## **8. QUALITY ASSURANCE**

8.1 All materials furnished and all Work done under the Project shall be subject to rigid inspection. Work done in the absence of prescribed inspection may be required to be torn out and replaced and the entire cost of repair and replacement shall be borne by Contractor, irrespective of whether the work dismantled is found to be defective.

8.2 If the Work or materials, or any part thereof, shall be found defective any time before the final acceptance of the Project, Contractor shall immediately make good such defect without compensation in a manner satisfactory to the City, regardless of any previous inspection or estimation of such Work for payment.

8.3 If Contractor fails or neglects to make ordered repairs and/or replacement of damaged property within ten (10) DAYS after the service of an order to do such repair and/or replacement, the City, may make the ordered repairs and/or replacement and deduct the cost thereof from the monies due Contractor.

8.4 Prior to final acceptance, Contractor shall restore all areas affected by the work to the original state of cleanliness and repair all damage done to the premises, including the

grounds, by his workmen and equipment.

## 9. INSURANCE

- 9.1 Commencement of Work. Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
- 9.2. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-VII, unless otherwise approved by City.
- 9.3 Coverages, Limits and Policy Requirements. Contractor shall maintain the types of coverages indicated below:
- 9.4 Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.
- 9.5 Commercial Auto Liability Insurance - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The minimum auto insurance coverage shall be one million dollars (\$1,000,000) combined single limit per accident.
- 9.6 Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
- (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.
  - (ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
  - (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance

maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

- 9.7 Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

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

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

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

- 9.8 Additional Requirements. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.
- 9.9 Deductibles. Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, either: the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.
- 9.10 Verification of Compliance. Contractor shall furnish City with the required endorsements attached hereto. All documents are to be received and approved by City before Work

commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.

- 9.11 Termination for Lack of Required Coverage. If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.

9.12 Equipment Coverage

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

**10. SECURITY**

- 10.1 Contractor shall not commence the Work under this Contract until Contractor has obtained all security required under this Section and such security has been approved by City as to form, amount and carrier.
- 10.2 Contractor shall maintain in full force and effect during the term of this Contract a certificate regarding workers' compensation, liability insurance certificates, proof of a valid business license and any other documents required by the Contract. Contractor shall also maintain in full force and effect during the term of this Contract security guaranteeing one hundred percent (100%) of payment (labor and materials).
- 10.3 The surety shall be admitted to do business in California, listed with the State of California Department of Insurance and shall comply with all requirements of State law. (No surplus list surety will be accepted.) (Code of Civil Procedure § 995.311.)
- 10.4 If during this Contract any of the sureties upon the bonds become insufficient in the opinion of City, City may require additional sureties which Contractor shall furnish to City's satisfaction within 15 calendar days after written notice and failure to do so shall be considered a default by Contractor.

**11. TERM**

- I. 11.1 This Contract shall commence upon October 1, 2018, and shall continue until September 30, 2021, unless earlier terminated as provided below.

- A. Either party may terminate this Contract, without cause, by giving thirty (30) days written notice to the other party.
- B. City may terminate this Contract for cause by giving ten (10) days written notice to Contractort. Lack of funding shall be considered cause for termination of this Contract.
- C. Upon termination, Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Contractor in performing Work under this Contract, whether completed or in progress. Contractor shall be entitled to reasonable compensation for the services it performs up to the date of termination; however, if the Contract is terminated by City for cause, other than lack of funding, or by Contractor without cause, City shall be entitled to deduct any costs it incurs in payment to another contractor for Work which duplicate Contractor's Work to date. In the event of termination for other than cause attributable to Contractor, Contractor shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.

## 12. **WAIVER**

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

## 13. **NOTICE**

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

City: Joseph Cruz at [jcruz@cityofgardena.org](mailto:jcruz@cityofgardena.org)

Contractor: Terry Noriega at [Terry@mariposa-ca.com](mailto:Terry@mariposa-ca.com)

- 13.2 Whenever it shall be necessary for either party to serve notice on the other respecting the Contract, such notice shall be in writing and served by personal delivery or by registered mail, postage prepaid, return receipt requested, addressed as follows:

City: **City of Gardena**  
Attn: Joseph Cruz, General Services Director  
1717 W. 162<sup>nd</sup> Street  
Gardena, CA 90247

Contractor: **Mariposa Landscapes, Inc.**

Attn: Terry Noriega, President  
6232 Santos Diaz Street  
Irwindale, CA 91702

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

**14. ASSIGNMENT**

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

**15. ATTORNEY'S FEES**

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

**16. MISCELLANEOUS PROVISIONS**

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

**17. ENTIRE AGREEMENT**

- 17.1 This Contract integrates all terms and conditions in connection with the Work and supersedes all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.
- 17.2 The Contract shall not be amended except by a writing duly executed by the parties.

**18. Claims Disputes**



Any claims of Contractor, as "claims" are defined in California Public Contract Code Section 9204 shall be processed in accordance with that section. Section 9204 provides in relevant part that upon receiving a claim from a contractor, together with reasonable documentation to support the claim, a contracting public entity shall conduct a reasonable review of the claim and, within a period not to exceed 45 days [except as otherwise provided in Section 9204], shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply. If the contractor disputes the public entity's written response, or if the public entity fails to respond to a claim within the time prescribed, the contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the contractor sharing the associated costs equally. The public entity and contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to other applicable procedures.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Contract to be executed and attested by their duly authorized officers.

CITY

By: \_\_\_\_\_  
CITY MANAGER (Sign)

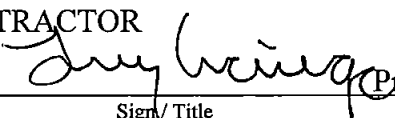
Date: \_\_\_\_\_  
SEAL

Attest:

By: \_\_\_\_\_  
CITY CLERK (Sign)

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

CONTRACTOR

By:  President  
Sign / Title


Date: 08/15/2018

Attest: (Contractor)

By:  Secretary  
Sign / Title

Date: 08/15/2018

**APPROVED AS TO FORM:**

By:   
CITY ATTORNEY (Sign)

Date: 9/04/2018

## CONTRACT

### PAYMENT BOND

WHEREAS, the City of Gardena has awarded to Mariposa Landscapes, Inc. as Contractor, a contract for the work described as follows:

PROJECT: Contract for Median Landscape Maintenance

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

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of Two Hundred Thirty-Three Thousand Two Hundred and One Dollars (\$233,201) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the 20th day of August, 2018, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL] MARIPOSA LANDSCAPES, INC.

By Terry Noriega  
Title President  
Terry Noriega  
Signature

[SURETY] HARTFORD FIRE INSURANCE COMPANY

By EMILY PRECIADO  
Title ATTORNEY-IN-FACT  
Address ONE POINTE DR., 6TH FLOOR  
BREA, CA 92821  
Phone No. (714)674-1321  
Emily Preciado  
Signature

All signatures must be notarized.

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

Corporations must affix corporate seal.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On 8-20-18 before me, Mary Smith, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Emily Preciado  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Mary Smith  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOLTON & COMPANY

Agency Code: 72-183250

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Steven L. Brockmeyer, Barbara Doerning, Emily Preciado, Mary Smith, Ronald C. Wanglin of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 20, 2018

Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

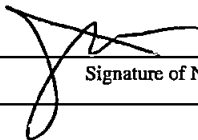
On August 21, 2018 before me, J. Cho, Notary Public,  
(Here insert name and title of the officer)

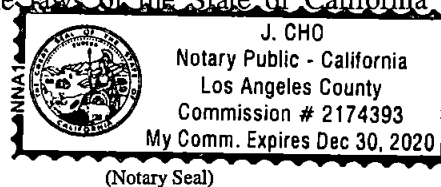
Personally appeared Terry Noriega, President,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledgement to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS

### FORM

#### DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional Information

#### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)  
☐ Corporate Officer

- ☐ Partner (s)  
☐ Attorney-in-Fact  
☐ Other \_\_\_\_\_

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

## CONTRACT

### PAYMENT BOND

WHEREAS, the City of Gardena has awarded to Mariposa Landscapes, Inc. as Contractor, a contract for the work described as follows:

PROJECT: Contract for Median Landscape Maintenance

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

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of Two Hundred Thirty-Three Thousand Two Hundred and One Dollars (\$233,201) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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



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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the 20th day of August, 2018, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL] MARIPOSA LANDSCAPES, INC.

By Terry Noriega  
Title President  
Terry Noriega  
Signature

[SURETY] HARTFORD FIRE INSURANCE COMPANY

By EMILY PRECIADO  
Title ATTORNEY-IN-FACT  
Address ONE POINTE DR., 6TH FLOOR  
BREA, CA 92821  
Phone No. (714)674-1321  
Emily Preciado  
Signature

All signatures must be notarized.

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

Corporations must affix corporate seal.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On 8-20-18 before me, Mary Smith, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Emily Preciado  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Mary Smith  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOLTON & COMPANY

Agency Code: 72-183250

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Steven L. Brockmeyer, Barbara Doerning, Emily Preciado, Mary Smith, Ronald C. Wanglin of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 20, 2018

Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 21, 2018 before me, J. Cho, Notary Public,  
(Here insert name and title of the officer)

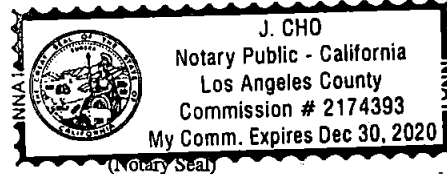
Personally appeared Terry Noriega, President,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledgement to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS

### FORM

#### DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

Document Date \_\_\_\_\_

Additional Information

#### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)  
☐ Corporate Officer

(Title)

- ☐ Partner (s)  
☐ Attorney-in-Fact  
☐ Other \_\_\_\_\_

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CONTRACT


**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

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

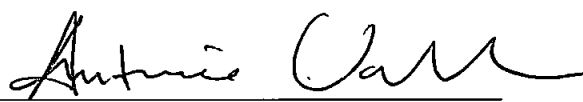
I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance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

DATED: 08/15/2018

Mariposa Landscapes, Inc.  
CONTRACTOR

By   
Signature  
President  
Title

ATTEST:

By   
Signature  
Secretary  
Title

## DESIGNATION OF SUBCONTRACTORS

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

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

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

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

| <u>WBE</u><br>or<br><u>MBE</u> | <u>Portion</u><br>of<br><u>Work %</u> | <u>Subcontractor's</u><br><u>Name and Address</u> | <u>Type of</u><br><u>Work</u> | <u>State</u><br><u>License</u><br><u>Number</u> | <u>Class</u>  |
|--------------------------------|---------------------------------------|---|-------------------------------|---|---------------|
| <u>N/A</u>                     | <u>N/A</u>                            | <u>N/A</u>  | <u>N/A</u>                    | <u>N/A</u>                                      | <u>N/A</u>    |
| <u>      </u>                  | <u>      </u>                         | <u>      </u>                                     | <u>      </u>                 | <u>      </u>                                   | <u>      </u> |
| <u>      </u>                  | <u>      </u>                         | <u>      </u>                                     | <u>      </u>                 | <u>      </u>                                   | <u>      </u> |
| <u>      </u>                  | <u>      </u>                         | <u>      </u>                                     | <u>      </u>                 | <u>      </u>                                   | <u>      </u> |
| <u>      </u>                  | <u>      </u>                         | <u>      </u>                                     | <u>      </u>                 | <u>      </u>                                   | <u>      </u> |
| <u>      </u>                  | <u>      </u>                         | <u>      </u>                                     | <u>      </u>                 | <u>      </u>                                   | <u>      </u> |
| <u>      </u>                  | <u>      </u>                         | <u>      </u>                                     | <u>      </u>                 | <u>      </u>                                   | <u>      </u> |
| <u>      </u>                  | <u>      </u>                         | <u>      </u>                                     | <u>      </u>                 | <u>      </u>                                   | <u>      </u> |

Not more than N/A%.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                     |                                      |
|-------------------------------------|--------------------------------------|
| PRODUCER                            | CONTACT NAME: Benita Hall, CISR      |
| Landscape Contractors (Lic#0755906) | PHONE (A/C, No, Ext): (559) 650-3555 |
| Insurance Services, Inc.            | FAX (A/C, No): (559) 650-3558        |
| 1835 N. Fine Avenue                 | E-MAIL ADDRESS: bhall@lcisinc.com    |
| Fresno CA 93727                     | INSURER(S) AFFORDING COVERAGE        |
|                                     | INSURER A: Wesco Insurance Company   |
|                                     | INSURER B: Greenwich Ins Co          |
|                                     | INSURER C:                           |
|                                     | INSURER D:                           |
|                                     | INSURER E:                           |
|                                     | INSURER F:                           |

## COVERAGES

CERTIFICATE NUMBER: 18-19 Pkg &amp; Auto &amp;

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                           | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-------------------------------------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> \$1,000 PD DED<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X                                   |          | WPP1621859 00 | 4/1/2018                | 4/1/2019                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Employee Benefits \$ 1,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br>NON-OWNED AUTOS  |                                     |          | WPP1621859 00 | 4/1/2018                | 4/1/2019                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured motorist combined \$ 1,000,000  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$   |                                     |          | NEC6005017-00 | 4/1/2018                | 4/1/2019                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> N/A |          |               |                         |                         | PER STATUTE<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
|          | Leased/Rented Equipment  |                                     |          | WPP1621859 00 | 04-01-2018              | 4-01-2019               | Limit \$300,000<br>Ded \$500   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All landscape operations performed by or on behalf of the named insured

(See attached CG20100413 &amp; GL9900078 &amp; CG20010413)

City of Gardena, and its appointed and elected officers, employees, agents and volunteers (Excluding Professional Liability) are named as additional insured

## CERTIFICATE HOLDER

## CANCELLATION

City of Gardena  
Attn: Joseph Cruz  
1717 W 162nd Street  
Gardena, CA 90247

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

AUTHORIZED REPRESENTATIVE

B Hall, CISR/KSAENZ

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location(s) Of Covered Operations       |
|--|---|
| Blanket as required by written contract.   | Blanket as required by written contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BROADENED COVERAGE FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### **A. PROPERTY DAMAGE TO BORROWED EQUIPMENT**

Paragraph (1), of j. Damage To Property, under 2. Exclusions, of **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided that they are not being used to perform operations at the time of the loss.

With respect to "property damage" to borrowed equipment the following additional provisions apply:

1. The most we will pay for "property damage" to borrowed equipment is \$100,000 for any and all such losses regardless of the number of:
  - a. Insureds;
  - b. Claims or "suits" brought; or
  - c. Persons or organizations bringing claims or "suits".

#### **B. NON-OWNED WATERCRAFT EXTENSION**

Subparagraph (2) of g. Aircraft, Auto Or Watercraft, under 2. Exclusions, of **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following:

This exclusion does not apply to:

- (2) a watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### **C. DAMAGE TO PREMISES RENTED TO YOU**

The last paragraph of 2. Exclusions of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

1. Fire;
2. Explosion;

3. Lightning;
4. Smoke resulting from such fire, explosion or lightning; or
5. Water.

A separate limit of insurance applies to this coverage as described in **Section III Limits of Insurance**.

This insurance does not apply to damage to premises rented to you, or temporarily occupied by you, with permission of the owner caused by:

1. Rupture, bursting, or operation of pressure relief devices;
2. Rupture or bursting due to expansion or swelling of structural components or the contents of any building or structure, caused by or resulting from water;
3. Explosion of steam boilers, steam pipes, steam engines or steam turbines.

Paragraph 6. of **SECTION III LIMITS OF INSURANCE** is deleted and replaced with the following:

Subject to paragraph 5. of **SECTION III – LIMITS OF INSURANCE**, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for the sum of all damages because of "property damage" to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply at all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented to You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.

Paragraph a. of 9. "Insured Contract", under **SECTION V – DEFINITIONS**, is deleted and replaced with the following:

An "Insured contract" means a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "Insured contract".

#### **D. PROPERTY DAMAGE COVERAGE FOR PERSONAL PROPERTY WHILE IN YOUR POSSESSION**

Sub-paragraphs (3) and (4) of Paragraph j. **Damage To Property**, of 2. **Exclusions**, of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** do not apply to "property damage" to the property of others while in your possession. With respect to the insurance provided by this section of the endorsement, the following provisions apply:

The limit of this coverage is \$25,000 per "occurrence" and \$25,000 aggregate in any annual policy period starting with the beginning of the policy period in the Declarations, regardless of the number of:

- a. Insureds;

- b. Claims or "suits" brought; or
- c. Persons or organizations bringing claims or "suits".

We will pay for damages on your behalf, only to the amount of damages for each "occurrence" on your behalf applies only to the amount of damages for each "occurrence" which are in excess of a \$1,000 deductible.

We may pay any part, or all of the deductible amount, to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount, as has been paid by us.

**E. PROPERTY DAMAGE COVERAGE FOR TENANTS – REAL PROPERTY**

Sub-paragraph j. (5) **Damage To Property**, of 2. **Exclusions of SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following:

While under your care, custody or control we will pay for "property damage" to property of others arising out of operations incidental to your business when:

- a. Damage is caused by the insured;
- b. Damage occurs while in the insured's possession

The most we will pay under this provision for loss or damage during the policy period is \$25,000 per "occurrence" and \$25,000 aggregate in any annual policy period starting with the beginning of the policy period in the Declarations.

We will pay damages on your behalf, only to the amount of damages for each "occurrence" which are in excess of a \$1,000 deductible. The limits of insurance will not be reduced by the application of such deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us; or

**F. SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I** is amended as follows:

- a. In paragraph 1.b., the amount we will pay for the cost of bail bond is increased to \$2,500
- b. In paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

**G. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Paragraph 3.a. of **SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**H. PAST PARTNERSHIPS AND JOINT VENTURES**

The following is added to **SECTION II – WHO IS AN INSURED**:

If you are an insured, as shown in the Declarations, you are an insured for your interest in a partnership or joint venture that ended prior to this policy period. This insurance applies:

- a. Only to the extent of your interest in the partnership or joint venture.
- b. Only if no other similar insurance is available to you for your interest in the joint venture or partnership.

The last paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

Except as provided in **H. PAST PARTNERSHIPS AND JOINT VENTURES**, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations:

#### **I. ADDITIONAL INSURED**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization with whom or with which you have agreed in writing in a contract or agreement that such person(s) or organization(s) shall be included as an additional insured on your policy is an additional insured. The contract must be executed before the "bodily injury or "property damage" occurs or the "personal and advertising injury" offense is committed, to name such person or organization as an additional insured, but only with respect to liability arising out any tenancy operation or use of equipment leased to you by such an additional insured. The following provisions apply to such additional insured:

- a. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever is less.
- b. The insurance afforded to the additional insured does not apply to:
  - i. ny "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises; A
  - ii. Liability arising out of any premises for which coverage is excluded by endorsement; or
  - iii. liability arising out of structural alterations, new construction or demolition operations performed by or on behalf of such additional insured(s) L

The insurance afforded to the additional insured is excess over any valid and collectible insurance available to the insured, unless you have agreed in the written contract that this insurance must be primary or non-contributory with such other insurance.

#### **J. BROADENED NAMED INSURED**

Paragraph 1.d. of **SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

The person or organization named in the Declarations, and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. However, coverage for any such additional organization will cease as of the date, if any, during the policy.

period, that you no longer maintain ownership of, or the majority interest in, such organization.

**K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to paragraph 6. Representations of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose any such hazards prior to the beginning of the policy period of this coverage part, we shall not deny coverage under this coverage part because of such failure. However, the provision does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

**L. BROADENED NOTICE OF OCCURRENCE**

The following is added to paragraph 2 Duties in the Event of Occurrence, Offense, Claim or Suit of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- a. Notice of an "occurrence" or of an offense which may result in a claim covered by this policy, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of this condition unless such "occurrence" or offense becomes known to you, or one of the following if designated by you to give such notice: your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator). However, you or your designated representative must give us notice as soon as practicable after being made aware that the particular claim.
- b. Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.
- c. This provision does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

**M. WAIVER OF SUBROGATION**

The following is added to paragraph 8. Transfer of Rights of Recovery Against Others to Us of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

**N. BROADENED CONTRACTUAL LIABILITY – WORK WITHIN 50' OF RAILROAD PROPERTY**

Paragraph 9.c. of the definition "Insured Contract" under **SECTION V – DEFINITIONS** is deleted and replaced with the following:

"Insured contract" means any easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad.

Paragraph f.(1) of 9. "Insured contract" under **SECTION V – DEFINITIONS** is deleted.

**O. BODILY INJURY DEFINITION**

The definition of "bodily injury" in paragraph 3. of **SECTION V – DEFINITIONS** is deleted and replaced with the following:

"Bodily injury" means bodily injury, mental anguish, mental shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/08/2018

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br>Global Risk, LLC<br>800 Wilshire Blvd., Second Floor<br>Los Angeles, CA 90017<br>License #0L60361 |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No., Ext):</b> 213-550-2253<br><b>FAX (A/C, No):</b> 213-550-2258<br><b>E-MAIL ADDRESS:</b> certs@globalriskcap.com |  |
|  |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
|  |  | <b>INSURER A:</b> Sentry Casualty Company  |  |
|  |  | <b>INSURER B:</b>  |  |
|  |  | <b>INSURER C:</b>  |  |
|  |  | <b>INSURER D:</b>  |  |
|  |  | <b>INSURER E:</b>  |  |
|  |  | <b>INSURER F:</b>  |  |

**INSURED**  
Mariposa Landscapes, Inc.  
6232 Santos Diaz St.

Irwindale, CA 91702

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                     |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>Y  | N/A      | 90-20720-01   | 04/01/2018              | 04/01/2019              | X PER STATUTE<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of the Named Insured

## CERTIFICATE HOLDER

## CANCELLATION

City of Gardena  
Attn: Joseph Cruz, General Services Director  
1717 W. 162nd Street  
Gardena, CA 90247

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

AUTHORIZED REPRESENTATIVE

*Maria Duarte Mavor*

SENTRY CASUALTY COMPANY  
Carrier Code No. 37877

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-20720-01 00 181

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

Copyright 1983 National Council on Compensation Insurance.

NOT TRANSFERABLE

# City of Gardena

POST IN CONSPICUOUS PLACE  
AT BUSINESS LOCATION

KEEP FOR YOUR RECORDS

BUSINESS TAX RECEIPT

ACCOUNT NUMBER

BUSINESS LICENSE CERTIFICATE

ACCT. NO. 27786

27786

DATE PAID

DATE PAID 1/19/2018

1/19/2018

RATE CODE

20

BUSINESS LOCATION IN GARDENA

Out of City Business

BUSINESS TAX

180A \$150.00

VETG \$4.00

SB1186 \$4.00

TOTAL

\$158.00

TAXES PAID IN ACCORDANCE WITH  
CITY BUSINESS TAX ORDINANCE

CITY OF GARDENA

OWNER FIRM OR  
CORPORATION NAME

MARIPOSA LANDSCAPES INC

EXPIRATION DATE

12/30/2018

BUSINESS NAME

MARIPOSA LANDSCAPES INC

MAILING ADDRESS

6232 SANTOS DIAZ ST

CITY AND STATE

IRWINDALE, CA 91702-3267