

## EZ Baccarat Progressive Jackpot

**APPROVED**



APR 19 2019

**Bureau of Gambling  
Control**

- When the house dealer reconciles all action, he/she presses "END GAME." This resets the system to begin the next hand.
- Once the supervisor or executive card (depending on jackpot level) is swiped the prize is logged into Game Manager.
  - If the progressive pay needs to be backed out (voided) at this point, the prize will need to be manually backed out using the Game Manager manual adjustment feature.



XAVIER BECERRA  
Attorney General

State of California  
DEPARTMENT OF JUSTICE



BUREAU OF GAMBLING CONTROL  
2450 DEL PASO ROAD, SUITE 100  
SACRAMENTO, CA 95834

April 24, 2019

Keith Sharp, Designated Agent  
Hustler Casino  
301 North Lake Avenue, Suite 1100  
Pasadena, CA 91101

BGC ID: GEAR-001199

RE: Sports Bracket Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Hustler Casino's request to offer the gaming activity of Sports Bracket for play. This letter is to inform you that the Bureau has approved this request, and Hustler Casino may begin offering the gaming activity for play, as enclosed, pending any approvals that may be required by the local jurisdiction. This letter of approval and the enclosed rules shall be kept on file, at Hustler Casino, and be readily available for review during all hours of operation. Any changes to the approved rules of play shall constitute a new gaming activity and invalidate this approval.

The Bureau reserves the right to: (1) review the lawfulness of the gaming activity of Sports Bracket; (2) notify all law enforcement agencies and gambling establishments if further review determines the gaming activity of Sports Bracket to be unlawful; (3) require gambling establishments to cease and desist offering the gaming activity of Sports Bracket if found to be unlawful; and (4) take action against those gambling establishments that decline to abide by the Bureau's cease and desist notification.

**Hustler Casino shall play the Sports Bracket gaming activity in accordance with the Bureau approved rules, as enclosed.**

Although the Bureau has approved the gaming activity of Sports Bracket, it is the sole responsibility of Hustler Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approvals that may be required by the local jurisdiction before the gaming activity of Sports Bracket is offered for play. Hustler Casino shall be fully responsible for ensuring any approval required by local law enforcement is obtained prior to offering the gaming activity of Sports Bracket for play.

California Code of Regulations, title 11, section 2070, subdivision (b), states:

*It shall be an unsuitable method of operation for a gambling establishment to:*



Hustler Casino  
Sports Bracket  
Page 2 of 2

*(b) Offer for play any gaming activity which is not authorized by the Bureau pursuant to the Act and these regulations for play at that gambling establishment.*

Therefore, any changes Hustler Casino may wish to make in the future to the approved gaming activity, as enclosed, shall be submitted to the Bureau along with the required fees, and will not be authorized until written notification of approval from the Bureau is received.

The BGC ID (GEAR-001199) shall be referenced on all advertisements (if the name changes), bi-annual reports, correspondence, and modification requests related to this gaming activity.

If you have any questions, please contact Austin Mehlmauer at (916) 830-9059 or via email at [BGCgames@doj.ca.gov](mailto:BGCgames@doj.ca.gov).

Sincerely,



ANDREW MEREDITH, Manager  
Game Review Unit

For XAVIER BECERRA  
Attorney General

Enclosure

cc: Cheryleen Kau, Special Agent Supervisor  
Compliance and Enforcement Section  
Bureau of Gambling Control, Los Angeles



## Sports Bracket Promotion

APPROVED



APR 24 2019

Bureau of Gambling  
Control

### Bureau Requirements

#### Advertising

Hustler Casino may advertise various names for this gaming activity. Should the Casino advertise a different name, the BGC ID (GEAR-001199) shall be referenced on all advertisements relating to this gaming activity.

Furthermore, all rules and procedures for the gaming activity, including but not limited to the following, shall be prominently displayed in Hustler Casino at all times the gaming activity is being offered for play:

- Eligible games
- Eligible dates and time periods
- Minimum amount of time required to play in order to qualify
  - Player Rewards Program Card (GEGA-003603) requirement
- Number of prizes available
- Prizes and prize values
- Requirements and procedures for claiming prize
- Availability of No Purchase Necessary
- Any other restrictions that apply to this gaming activity

#### Eligible Controlled Games

The Sports Bracket Promotion shall be attached to all Bureau approved games offered at Hustler Casino at all times the gaming activity is being offered for play. All controlled game rules shall be played as approved by the Bureau.

#### Object and Summary

During a predetermined and posted time period, the Sports Bracket Promotion shall be open to all players who play for a minimum and predetermined amount of hours (ranging from 1-100), between predetermined dates (as advertised), and in any eligible controlled game listed above. Patrons wishing to participate in the Sports Bracket Promotion must see a casino representative for the bracket. The player completes a bracket/square identifying the teams the player believes will win each game. Eligible players will have a chance to win a fixed prize based on the number of correct winning picks included in the player's completed bracket. All brackets must be completed and submitted before the event begins (*Example: NCAA Men's Basketball Tournament*). The predetermined number of top players will win the corresponding predetermined advertised prizes. Prizes shall be awarded at the conclusion of the corresponding sporting event at the casino cage.

#### Eligibility Requirements

This gaming activity shall be open to all players who are seated and playing at any of the above listed controlled games during the predetermined specified hours posted for the gaming activity.

- Patrons must accumulate the predetermined amount of time played as advertised during the predetermined dates.
- Time played will only be tracked by use of the Player Rewards Card (GEGA-003603).
- Only live games shall be eligible to participate in this promotion. Tournament games are not eligible for this promotion.
- There are no minimum number of players required to participate in this promotion.



## Sports Bracket Promotion



APR 24 2019

- Casino employees, on or off duty, in or out of uniform shall not be eligible for this promotion.
- Third-Party Proposition Player Services (TPPPS), on or off duty, in or out of uniform shall not be eligible for this promotion.
- A player does not need to be present to win. The Casino will notify the winners using the information provided from the Player Rewards Card (GEGA-003603). Players have a predetermined amount of time (up to one year) to claim their prize. The amount of time will be predetermined and posted prior and during the promotion. A prize not claimed within the time period will be forfeited back to the Casino.
- In the event there is a tie, the total amount of hours earned during the promotional period will be used as a tie breaker. In the event that there is still a tie, the Casino will add the minimum amount of money (to the nearest dollar) to make sure all players receive an even split. In the event the prize is something that cannot be split (merchandise, cars, etc), the predetermined cash value of the prize will be used and split between the players.
- There is no limit to how many brackets a player may submit (as many as they qualify for). A player may only win once during a promotional period and will only be paid for their best bracket.
- Patrons in the player-dealer position are eligible to participate in this promotion.

**Prize**

The top predetermined number of players as advertised shall win a predetermined fixed prize ranging in value from \$10 to \$100,000 and will be paid out in live casino chips, cash, merchandise, vouchers (GEGA-000267), vehicles, sports tickets, or entry (or discounted entry) into tournaments (GEGA-002619, GEGA-002612). Prizes shall be awarded at the conclusion of the event at the cage.

**Funding**

The Sports Bracket Promotion shall be fully funded by the Hustler Casino. There shall be no additional jackpot fees or collection fees taken for this promotion.

**Administrative Fees**

There will be no administrative fees attached to the Sports Bracket Promotion as this promotion is house funded.

**No Purchase Necessary**

The Sports Bracket Promotion shall be offered to customers who wish to participate for free, on a general and indiscriminate basis, with **no restrictions**. The Casino shall provide No Purchase Necessary tables for all patrons who request to participate in the gaming activity without paying a table fee or placing a live wager. All advertisement material shall state "No Purchase Necessary" when referencing the Sports Bracket Promotion. This requirement extends to all forms of advertising including electronic message boards, computer monitors, posters, and flyers.





# City of Gardena

## City Council Meeting

Agenda Item No. 5. D. (3)  
Department: CONSENT CALENDAR  
Meeting Date: May 14, 2019  
Resolution No. 6383

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA TITLE: RESOLUTION NO. 6383, ADDING CIVILITY AND DECORUM  
POLICIES TO THE ADMINISTRATIVE PROCEDURES MANUAL

#### COUNCIL ACTION REQUIRED:

Adopt Resolution No. 6383

#### Action Taken

#### RECOMMENDATION AND STAFF SUMMARY:

It is respectfully recommended that City Council adopt Resolution No. 6383, adding Civility and Decorum Policies to the Administrative Procedure Manual.

These policies promote mutual respect, civility and orderly conduct among City Employees, Elected Officials, and the Public. They also embrace respectful disagreement and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions.

#### FINANCIAL IMPACT/COST:

None

#### ATTACHMENTS:

Resolution No. 6383

Submitted by Mina Semenza, Mina Semenza, City Clerk

Date 5/8/19

Concurred by Edward Medrano, Edward Medrano, City Manager

Date 5/9/19



## **RESOLUTION NO. 6383**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADDING CIVILITY AND DECORUM POLICIES TO THE ADMINISTRATIVE PROCEDURES MANUAL**

WHEREAS, the City has an Administrative Procedures Manual to define and ensure the proper conduct of the City's business by the City Council and in compliance with State and City ordinances; and

WHEREAS, the City Council wishes to add Civility and Decorum Policies to the Manual.

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

SECTION 1. The following policies are hereby added to the Administrative Procedures Manual, as follows:

#### **CIVILITY POLICY**

A. City of Gardena elected officials and employees will treat members of the public with respect and expect the same in return. The City is committed to maintaining orderly administrative processes in keeping City Council meetings and City administrative offices free from disruptions.

B. This policy promotes mutual respect, civility and orderly conduct among City employees, elected officials, and the public. This policy is not intended to deprive any person of his/her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe, harassment-free workplace for our staff. The City encourages positive communication and discourages volatile, hostile or aggressive actions. The City seeks public cooperation with this endeavor.

1. All interactions between City staff, City elected officials and members of the public will be conducted in a respectful manner.

2. Threats of violence will not be tolerated.

3. Loud, insulting, demeaning, or offensive communications will not be tolerated.

4. The City will not tolerate any individual who disrupts or threatens to disrupt City government operations, threatens the health and safety of staff or councilmembers, willfully causes property damage, uses loud and/or offensive written or oral language which could provoke a violent reaction; or who has otherwise established a continued pattern of uncivil behavior.

#### **C. Safety and Security Steps for City Property.**

The City will take the following steps to promote compliance with the Civility Policy. Internally, the City will provide a safety and/or crisis intervention techniques program in order to raise awareness on how to deal with these situations if and when they occur, and how to document each incident.



1. Official Warning

If a member of the public begins to act abusively towards a City employee, staff will issue an oral warning before taking further action in response to the abuse and provide that person with this policy. This warning, which should clearly identify both the offending behavior and the potential consequences that will arise if such behavior persists, will provide the abusive member of the public with an opportunity to improve his or her behavior before the City takes more serious action, such as removal from the premises. A warning from City staff will often be sufficient to halt any abusive treatment.

2. Suspension from the Government Building for a Short Period

If an abusive member of the public does not improve his or her behavior in response to an official warning, the City will request the abusive individual leave the premises for a short period of time (e.g., the remainder of the day). This temporary suspension from City property provides the abusive member of the public with an opportunity to "cool down" and reflect on his or her treatment of City staff.

3. Cease and Desist Letter

If an abusive member of the public does not improve his or her behavior in response to an official warning or brief suspension, the City will respond by sending a "cease-and-desist" letter. The letter will identify both the prohibited conduct and the City's potential remedies. A "cease-and-desist" letter will put the abusive member of the public on notice of the potentially serious consequences of his or her conduct.

4. Further Measures

Nothing in this policy precludes additional action if the above measures are not effective.

**DECORUM POLICY**

A. General Guidelines

The City has numerous public meetings such as City Council meetings, Commission meetings, Board meetings, etc. (hereinafter "Public Meetings"). The City Council, all City Boards and Commissions, and City staff shall promote the use of and adherence to these guidelines for behavior at all public meetings within the City.

In order to safeguard participatory democracy in Gardena, all persons attending Public Meetings in Gardena should strive to:

1. Treat everyone courteously.
2. Listen to others respectfully.
3. Exercise self-control.



4. Give open-minded consideration to all viewpoints
5. Focus on the issues and avoid personalizing debate.
6. Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and tools for forging sound decisions.

**B. Rules of Decorum**

1. No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.
2. All remarks by members of the public shall be addressed to the Mayor or the Chair (hereinafter "Presiding Officer") and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.
3. Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such items disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.
4. All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.
5. All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.

**C. Enforcement of the Rules of Decorum**

1. the Presiding Officer shall be responsible for maintaining the decorum at the Public Meeting and uniformly enforcing the Rules of Decorum.
2. In the event that any person breaches the Rules of Decorum in a manner that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting, the Presiding Officer shall order that person to cease the offending conduct.
3. If any person continues to breach the Rules of Decorum in a manner that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting following an order from the Presiding Officer to cease the offending conduct, the Presiding Officer may order that person to leave the Public Meeting.
4. If any person refuses to leave the Public Meeting following an order from the Presiding Officer to do so, the Presiding Officer may order any law enforcement officer on duty to remove that person from the Public Meeting.



SECTION 2. A copy of this Resolution shall be maintained online and shall be incorporated into the Administrative Procedures Manual.

SECTION 3. That this Resolution shall be effective immediately.

**BE IT FURTHER RESOLVED**, that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
PETER L. WALLIN, City Attorney





# City of Gardena City Council Meeting

Agenda Item No.: 5. D. (4)  
Department: Consent Calendar  
Meeting Date: May 14, 2019  
Resolution No. 6379

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6379, OPPOSING CHANGES TO CURRENT STATE CARD CLUB REGULATIONS

<u>COUNCIL ACTION REQUIRED:</u>  Adopt Resolution No. 6379	<u>Action Taken</u>
<u>STAFF SUMMARY AND RECOMMENDATION:</u>  The California Attorney General's Office, specifically the Bureau of Gaming Control, which regulates the types of games played in cardrooms within the State of California, and the California Gambling Control Commission, which regulates third party proposition players, have asserted that certain games played in cardrooms in California violate state law and should be revisited, changed, altered, and if necessary, removed and cancelled from the state's approved list of games.  The State of California has approved all of the games played in both The Hustler Casino and Larry Flynt's Lucky Lady Casino (formerly the Normandie Casino) for over 30 years, and in such, has acquired a vested financial interest in each of the games played in both casinos. The vested financial interest equates to about \$8.25 million per year, or 14% of General Fund revenues. Any alteration or removal of these games represents approximately a 30% to 60% reduction in General Fund revenues. A reduction in General Fund revenues of this magnitude would dramatically impact critical City services including public safety, early release and parole enforcement, elderly nutrition and transportation programs, care management for seniors, homeless housing and care, and on-campus school resource officer programs, to name a few. Any reduction in gaming revenues would also impact the City's infrastructure including the maintenance of the City's roadways, curbs, gutters, and medians.  Staff recommends that the City Council adopt Resolution No. 6379, which opposes any changes to current state card club regulations.	
<u>FINANCIAL IMPACT/COST:</u>  N/A	
<u>ATTACHMENTS:</u>  Resolution No. 6379	
Submitted by <u>Edward Medrano</u> , Edward Medrano, City Manager      Date 5/14/19	

## **RESOLUTION NO. 6379**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, OPPOSING CHANGES TO CURRENT STATE CARD CLUB REGULATIONS**

**WHEREAS**, the Constitution of the State of California has permitted some form of gaming since 1853, and the people of California continue to support legal gaming as evidenced by their votes on propositions, public opinion polling, and in their patronage of gaming institutions; and

**WHEREAS**, continuing for the past two decades, the Legislature, Department of Justice, and various responsible licensing entities have responded to that support by enacting public policy that allowed card clubs to play specific approved games that the card rooms offer, and the players enjoy; and

**WHEREAS**, many California cities with card clubs in their jurisdictions have ordinances securing a portion of revenue generated from the operation of the clubs in their jurisdiction as mitigation of the impacts of gaming and other infrastructure demands of these businesses; and

**WHEREAS**, a group of seven (7) cities in Los Angeles County, including Bell Gardens, Commerce, Compton, Cudahy, Gardena, Hawaiian Gardens, and Inglewood, have formed California Cities for Self-Reliance Joint Powers Authority ("JPA") to collaborate on the card club issues that the cities share; and

**WHEREAS**, the California Attorney General's Office, the Bureau of Gambling Control, and the California Gambling Control Commission have offered no legitimate rationale for revisiting, altering, or cancelling prior regulations, games, or policies previously approved; and

**WHEREAS**, currently, gaming revenue represents a large share of the general funds of JPA member cities with some of our member cities reporting that gaming revenues account for up to 80% of their budgets; and

**WHEREAS**, that revenue also funds important community programs, some of which are literally life-sustaining in historically-underserved communities that are otherwise forgotten or ignored; and

**WHEREAS**, in addition to cuts to fire, police, and staff services, services in our underserved communities are on the chopping block if the Department of Justice unilaterally alters gaming rules that have been in place for decades without care for the consequences; and

**WHEREAS**, the City of Gardena prides itself with having two card clubs, which contribute significantly to the welfare and well-being of our community by infusing the City with about \$8.25 million in General Fund revenues annually; and



**WHEREAS**, Gardena has an annual revenue budget of approximately \$58.8 million with 14%, or \$8.25 million, coming from card club revenues. Further, the City spends about \$27.6 million on police services, and another \$10.75 million for fire protection and communications, which helps the City's current low crime rates and immediate emergency response. Gardena also spends about \$4.7 million for vital City services such as maintenance of roadways, curbs, gutters, and medians; and

**WHEREAS**, with the looming threat of new, proposed regulations for California card club gaming, the vital city services previously mentioned would be compromised and adversely affected in the City of Gardena, which estimates that such disruptions in normal game play would result in reductions in gaming revenues of 30% to 60%, or \$2.5 million to \$5 million, respectively; and

**WHEREAS**, with reduced funding, our approach to public safety will be transformed from proactive to a reactive response. Examples of disruption of services include:

- Elimination of a Special Enforcement Unit that focuses on organized crime, human trafficking, and violent offenders;
- Elimination of early release and probation enforcement efforts;
- Elimination of the School Resource Officer program; current officers to be assigned to other vital services;
- Elimination of the City's Juvenile Justice and Intervention program; a program which keeps our young offenders out the criminal justice system and provides counseling and services for their future; and
- Hiring Freeze of both sworn and non-sworn law enforcement positions vacated due to retirements and other attritions.

**WHEREAS**, the elimination of funding for early release and probation enforcement teams would limit the City's ability to monitor parolees and probationers with the propensity to commit violent crimes. Such reductions will increase the vulnerability of Gardena's community members to crime and erase the progress we have made toward enhancing public safety.

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

Section 1. We, the City Council, call upon the Attorney General of the State of California and his affiliated agencies to cease any and all actions that

would harm the revenues we depend upon to fund important local community programs and public safety, and have done so for nearly two (2) decades.

Section 2. That this Resolution shall be effective immediately.

**BE IT FURTHER RESOLVED** that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
PETER L. WALLIN, City Attorney





# City of Gardena City Council Meeting

Agenda Item No.: 5. D. (5)  
Department: Consent Calendar  
Meeting Date: May 14, 2019

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: CITY COUNCIL APPROVAL FOR THE COSTS ASSOCIATED WITH THE INSB JPA MEMBERSHIP ASSESSMENT FOR FISCAL YEAR 2019-2020

### COUNCIL ACTION REQUIRED:

City Council approval for the costs associated with the INSB JPA Membership Assessment for Fiscal Year 2019-2020

### Action Taken

### RECOMMENDATION AND STAFF SUMMARY:

As per Resolution No. 6227, authorizing a Joint Powers Agreement to establish a Joint Powers Agency to create a Wide-Area Interoperable Public Safety Communications Network, the City of Gardena entered into Joint Powers Agreement creating the Interoperability Network of the South Bay (INSB). As part of this agreement the members of the INSB JPA are subject to an annual membership assessment.

Staff recommends that the City Council approve the costs associated with the INSB JPA Membership Assessment for Fiscal Year 2019-2020 in the amount of \$40,599.99.



### FINANCIAL IMPACT/COST:

**Amount of Expense:** \$40,599.99

**Funding Source:** General Fund

### ATTACHMENTS:

Invoice #2019-00153056: Interoperability Network of the South Bay JPA (FY 2019-20)

Submitted by , Clint Osorio, Director of Administrative Services Date: 5/14/19  
Signature  
Concurred by , Edward Medrano, City Manager Date: 5/14/19  
Signature



CUSTOMER #	BILLING DATE	PAST DUE	INVOICE #	TOTAL DUE
19166	04/03/2019 CITY OF GARDENA	05/03/2019	2019-00153056	\$40,599.99

Description : INTEROPERABILITY NETWORK OF THE SOUTH BAY JPA (FY 2019-20)

Type : Misc Billing 19 APR -9 PM 12:54

Pay this Amount → \$40,599.99

t/s CITY OF GARDENA  
FINANCE DEPARTMENT  
1700 W. 162ND ST.  
GARDENA CA 90247-3731

Mail Payment to:

City of Torrance / 303113  
Revenue Division  
3031 Torrance Boulevard  
Torrance, CA 90503

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

KEEP THIS PORTION FOR YOUR RECORDS

t/s CITY OF GARDENA  
FINANCE DEPARTMENT  
1700 W. 162ND ST.  
GARDENA, CA 90247-3731

TO ENSURE PROPER POSTING TO YOUR ACCOUNT,  
PLEASE SEND YOUR CHECK WITH THE TOP PORTION  
OF THE INVOICE TO THE ABOVE ADDRESS  
BILLING INQUIRY: 310-618-5830

Description: INTEROPERABILITY NETWORK OF THE SOUTH BAY JPA (FY 2019-20)

Reference: CONTACT ERNEST A. GALLO, INSB EXECUTIVE DIRECTOR, EGALLO@TORNANCECA.GOV,  
(310) 618-2885 FOR BILLING DETAILS

Description	Comments	Qty	Unit Price	Total Price
Fees	MEMBERSHIP ASSESSMENT	1	\$40,599.9900	\$40,599.99
Fees	SPECIAL ASSESSMENT	1	\$0.0000	\$0.00
Fees	RESERVES ASSESSMENT	1	\$0.0000	\$0.00

B 010-147-500-5000

<b>Total Invoice</b>
\$40,599.99

CUSTOMER #	BILLING DATE	PAST DUE	INVOICE #	CHARGES
19166	04/03/2019	05/03/2019	2019-00153056	\$40,599.99
Balance →				\$40,599.99 ✓

Mail Payment to:

City of Torrance  
Revenue Division  
3031 Torrance Boulevard  
Torrance, CA 90503





# City of Gardena City Council Meeting

Agenda Item No.: 5. D. (6)

Department: Consent Calendar

Meeting Date: May 14, 2019

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVAL OF CONTRACT WITH BARTEL ASSOCIATES FOR THE OTHER POST-EMPLOYMENT BENEFITS (OPEB) ACTUARIAL VALUATIONS

### COUNCIL ACTION REQUIRED:

Approve Agreement

### Action Taken

### STAFF SUMMARY AND RECOMMENDATION:

In addition to pensions, many state and local governmental employers provide *Other Post-Employment Benefits* (OPEB) as part of the total compensation offered to attract and retain the services of qualified employees. An actuarial valuation is required every two years for an OPEB plan the size of Gardena's, and the actuarial methods and assumptions must be acceptable for financial reporting.

In June 2016, the Governmental Accounting Standards Board (GASB) approved revised OPEB accounting rules under Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The June 30, 2018 valuation will provide the City GASB 75 reporting information for the 2018-2019 Comprehensive Annual Financial Report (CAFR), and the 2019-2020 CAFR. Therefore, this purchase is being made following Gardena Municipal Code § 2.60.130 which specifies that contracts for specialized services shall be made subject to either the formal contract procedure or the open market procedure, except that there shall be no requirement to solicit bids. Contracts for professional services shall take into consideration the experience of the professional, the quality of work the professional has done and the ability of the professional to complete the project in a timely manner. Bartel Associates, LLC have provided first-rate actuarial services to the City since July 2009.

The valuation will cover fiscal years 2018-2019 and 2019-2020. The preliminary results of the valuation will be ready in August 2019, with the final report completed and presented to the City in September 2019. The financial impact is shown below for the two-year contract period:

Staff recommends that the City Council approve the attached Consultant Agreement for Bartel Associates, LLC.

### FINANCIAL IMPACT/COST:

Fees	General Fund	Gtrans	Sewer Fund	Total
Report Date 2018-2019	\$ 15,000.00	\$ 10,500.00	\$ 3,500.00	\$ 29,000.00
Report Date 2019-2020	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 6,500.00
Total	\$ 17,500.00	\$ 13,000.00	\$ 5,000.00	\$ 35,500.00

### ATTACHMENTS:

Bartel Associates, LLC Consultant Agreement including Exhibit A

Submitted by Clint Osorio, Clint Osorio, Director of Administrative Services Date 05/14/19  
Concurred by Edward Medrano, Edward Medrano, City Manager Date 05/14/19

**AGREEMENT BETWEEN THE  
THE CITY OF GARDENA  
AND  
BARTEL ASSOCIATES, LLC  
FOR CONSULTING SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and BARTEL ASSOCIATES, a LLC. Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

- A. City is desirous of obtaining services necessary to provide an OPEB Actuarial Valuation Fee Estimate & Data Request.
- 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"), See Exhibit A.

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

3. Additional Services. If City determines that additional services 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 Clint D. Osorio as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

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

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

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

8. Term of Agreement/Termination.

A. This Agreement shall be effective 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: Ray Beeman  
Telephone Number: (310) 217-9502  
Facsimile Number: (310) 217-6119  
E-mail: rbeeman@cityofgardena.org

Consultant: Bartel Associates, LLC  
Attn: Doug Pryor  
Telephone Number: (605) 377-1602  
Facsimile Number: (650) 345-8057  
E-mail: dpryor@bartel-associates.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:

By \_\_\_\_\_  
Doug Pryor  
Vice President

Date \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Peter Wallin, City Attorney





March 13, 2019

Raymond Beeman  
Accounting/Finance Manager  
**City of Gardena**  
1700 West 162<sup>nd</sup> Street  
Gardena, CA 90247-3778

**Re: OPEB Actuarial Valuation Fee Estimate & Data Request**

Dear Mr. Beeman:

Bartel Associates would be pleased to provide the City of Gardena actuarial consulting services. This letter summarizes the project background, our valuation fees/timing, and data requirements for the June 30, 2018 actuarial valuations of the City of Gardena Non-Transportation Enterprise Retiree Healthcare Plan (Non-Transportation Enterprise Plan) and Transportation Enterprise Retiree Healthcare Plan (Transportation Enterprise Plan).

**Background**

The June 30, 2016 valuations have been used for fiscal years 2016/17 and 2017/18 (GASBS 75 requires valuations at least every 2 years). The June 30, 2018 valuations can be used for fiscal years 2018/19 and 2019/20. The Non-Transportation Enterprise Plan is not prefunded and the Transportation Enterprise Plan is pre-funded with the CERBT. We understand that for the 2018 valuations, the City would like GASBS 75 results separately for Sewer and Non-Sewer operations.

**Estimated Fees/Timing**

The valuations include a meeting at the City to review plan provisions, census data, actuarial methods and assumptions, and results – the same scope of work as previous valuations we've prepared for the City. The meeting is set about 4 to 6 weeks after we receive all requested information and the City responds to our data review questions.

Project	Approximate Start/ Completion	Fees			
		Non-Transportation Enterprise Plan		Transportation Enterprise Plan	Total
		Non-Sewer	Sewer		
Valuation funding report and meeting, including: <ul style="list-style-type: none"><li>▪ 6/30/2018 funded status</li><li>▪ 2018/19 and 2019/20 recommended contributions</li></ul>	April 2019/ June 2019	\$ 12,500	\$ 2,000	\$ 8,000	\$ 22,500
Draft GASBS 75 accounting report for 2018/19 (final will be issued in July 2019)	June 2019	2,500	1,500	2,500	6,500
GASBS 75 accounting report for 2019/20	July 2020	2,500	1,500	2,500	6,500
Total for 2 years:		\$ 17,500	\$ 5,000	\$13,000	\$35,500



Bartel Associates will provide the City:

- 2 full June 30, 2018 actuarial valuation reports (Transportation, Non-Transportation), including recommended contributions for the Transportation Enterprise Plan
- 3 accounting reports (Transportation, Non-Transportation Non-Sewer, and Non-Transportation Sewer) for each of fiscal years 2018/19 and 2019/20.

Our full valuation reports for the meeting will include:

- Historical valuation results and demographic information
- Historical asset information including returns
- Gain and loss analysis with changes in the Actuarial Accrued Liability since the prior valuation
- 10-year projection of contributions and benefit payments
- Results provided separately for Safety and Miscellaneous groups
- Statistical comparison of City results with other Bartel Associates OPEB valuations
- Detailed participant statistics, including summary of healthcare plan and coverage elections
- Summary of upcoming OPEB and CalPERS issues.

Our fee quote assumes:

- We will bill the City monthly, separately for the 2 plans, at the following hourly rates up to the amounts listed above; they include expenses (travel, phone, copying, etc.):

Position	Hourly Rate
Partner & Vice President	\$ 280
Assistant Vice President	250
Associate Actuary	200
Senior Actuarial Analyst	180
Actuarial Analyst	150

- GASBS 75 report for Sewer will start with an allocation of Non-Transportation 17/18 GASBS 75 results (i.e. 17/18 will not be recalculated for Sewer).
- The City has not made plan or funding policy changes since the June 30, 2016 actuarial valuation.
- No substantial changes occur between the June 30, 2018 valuation date and the June 30, 2019 GASBS 75 measurement date ( that would require revised actuarial assumptions and/or plan provisions for fiscal year 2019/20.
- Requested participant census data will be provided completely and accurately in an Excel workbook with 1 record per participant; all requested plan and census information will be provided and internally consistent.
- Claims for the self-insured City plan will be provided completely and accurately in an Excel workbook as requested.

Please note that our fee estimate will be higher if:

- Claims are not provided in the format requested, or need to be significantly manipulated to obtain the required format, or the City would like 2 separate claim analyses for the Non-Transportation Enterprise and Transportation Enterprise Plans.
- Results are needed for alternative plan designs.
- The City requests additional meetings.
- The City asks for draft financial statement footnotes or assistance with footnotes beyond our GASBS 75 accounting reports (which will include all information required for compliance).



## Data Requirements

To begin the OPEB valuations, we will need:

### *General Data*

- Summary of OPEB plan provisions and copies of the most recent MOUs for bargained employee groups and agreements for unrepresented groups if they have changed from those provided for the June 30, 2016 valuations
- City's monthly medical, dental, and vision Kaiser premium rates for active employees, retirees eligible for Medicare, and retirees not eligible for Medicare
- 2018 and 2019 funding rates (2017: \$1,085 City paid plus \$464 employee paid for family coverage)
- City paid total premiums for retiree benefits in 2017/18 separately for Non-Transportation Non-Sewer, and Non-Transportation Sewer (total in 2017/18 was \$2.162 million)
- Claims for the following period (attached is a spreadsheet summarizing the information needed):
  - February 2016 to January 2017
  - February 2017 to January 2018
  - February 2018 to January 2019, if readily available.

### *Participant Census Data*

- Active and retired participant data as of June 30, 2018 in an Excel workbook format. This should be a snapshot of active employees and retirees as of the valuation date. We ask that the City not include Social Security numbers to maintain confidentiality.
  - Active Employee Data – name, employee number, gender, birth date, hire date, medical plan, medical/dental/vision coverage (single, 2-party, family), CalPERS pension tier (Misc. 2%@55, Misc. 2%@62, Safety 3%@50, Safety 2.7%@57,), total CalPERS service including service at other agencies (if available), bargaining or employee group (Transportation, Non-Transportation Non-Sewer, Non-Transportation Sewer), and annual PERSable compensation (the City can provide current average PERS pay rate for employees), indicating the pay period for compensation reported. Include any active employees who have waived healthcare coverage.
  - Retiree Data – name, employee number, gender, birth date, retirement type (service retirement, disability retirement, surviving spouse), retirement date (if available), medical plan, medical/dental/vision coverage (single, 2-party, family), bargaining or employee group (Transportation, Non-Transportation Non-Sewer, Non-Transportation Sewer), spouse's birth date (if available), Medicare eligibility (if over age 65), and portion of premium paid by the City. Include any retirees or surviving spouses of retirees who have waived coverage if they are entitled to return to coverage under the City's plans.

The following information should be provided after the above information is complete.

### *GASBS 75 Accounting Reports 2018/19*

- Covered employee payroll for fiscal year 2017/18 – the total payroll (gross W-2 Medicare wages) for all employees who could be eligible for OPEB benefits (including those terminated during the fiscal year), separately by for Non-Transportation Non-Sewer and Non-Transportation Sewer.
- Covered employee payroll for fiscal year 2018/19 – the total payroll (gross W-2 Medicare wages) for all employees who could be eligible for OPEB benefits (including those terminated during the fiscal year) for Transportation Enterprise Plan (required only for a prefunded plan).
- Benefits paid for retirees during 2018/19 separately by Transportation, Non-Transportation Non-Sewer, and Non-Transportation Sewer.
- 2018/19 CERBT contributions for Transportation



*2019/20*

- Covered employee payroll for fiscal year 2018/19 – the total payroll (gross W-2 Medicare wages) for all employees who could be eligible for OPEB benefits (including those terminated during the fiscal year) for Non-Transportation Enterprise Plan separately by Non-Sewer and Sewer.
- Covered employee payroll for fiscal year 2019/20 – the total payroll (gross W-2 Medicare wages) for all employees who could be eligible for OPEB benefits (including those terminated during the fiscal year) for Transportation Enterprise Plan (required only for a prefunded plan).
- Benefits paid for retirees during 2019/20 separately by Transportation, Non-Transportation Non-Sewer, and Non-Transportation Sewer.
- 2019/20 CERBT contributions for Transportation
- Participant counts (active, retiree, waived retiree) as of June 30, 2019 (measurement date), if available, separately by Transportation, Non-Transportation Non-Sewer, and Non-Transportation Sewer.

Please call me (650-377-1602) if you have any questions. We look forward to continuing working with you and the City.

Sincerely,

A handwritten signature in cursive script that reads 'Doug Pryor'.

Doug Pryor  
Vice President

enclosure

O:\Clients\City of Gardena\Proposals\2018\BA Gardena\CI 19-03-13 OPEB GASB 75 fee letter.docx





# City of Gardena

## City Council Meeting

Agenda Item No. 5. D. ( 7 )

CONSENT CALENDAR

### AGENDA REPORT SUMMARY

Meeting Date: May 14, 2019

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: *ACCEPTANCE OF PROJECTS AND NOTICE OF COMPLETION*  
*A. PEDESTRIAN SAFETY IMPROVEMENT 2018, JN 923*  
*B. SIDEWALK REPLACEMENT 2018, JN 922*  
*OCC BUILDERS, INC.*

COUNCIL ACTION REQUIRED:

Action Taken

Accept Projects and Order the Recordation of Notice of Completion

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council accept the work and order the recordation of Notice of Completion.

This project removed and replaced 766 linear feet of curb and gutter and 5,707 square feet of sidewalk; installed 30 new street trees; and constructed 43 new A.D.A.-compliant curb ramps at various locations in the City.

Sufficient funds to complete this project were appropriated by the City Council in the FY 2018-2019 Capital Improvement Projects Budget using Measure "R" Local and SB 821 Funds.

FINANCIAL IMPACT/COST:

Amount of Expense: \$275,383.25 (Construction)

Funding Source: Measure "R" Local and SB 821 Funds

ATTACHMENT:

Notice of Completion

Submitted by: Joseph Cruz, Joseph Cruz, General Services Director

Date: 5/10/19

Concurred by: Edward Medrano, Edward Medrano, City Manager

Date: 5/10/19

RECORDING REQUEST BY AND MAIL TO:

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN, that:

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 13th day of March, 2018, the City Council of said City entered into contract with OCC Builders, Inc. whose address is 11037 Warner Ave. #111, Fountain Valley, CA 92708 for the improvement titled A. Pedestrian Safety Improvement, 2018, JN 923; B. Sidewalk Replacement 2018, JN 922 in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at Various Locations in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on January 14, 2019.
5. That the City Council formally accepted this work and improvement on May 14, 2019.
6. That the Surety on the Performance Bond and the Labor and Material Bond of said Contractor under said contract was, and is, the Ohio Casualty Insurance Co. whose address is 175 Berkeley St., Boston, MA 02116

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled A. Pedestrian Safety Improvement 2018, JN 923 B. Sidewalk Replacement JN 922 in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

City of Gardena

JUN DE CASTRO



# City of Gardena

## City Council Meeting

Agenda Item No. 5. D. ( 8 )

CONSENT CALENDAR

### AGENDA REPORT SUMMARY

Meeting Date: 05/14/2019

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: *AMENDMENT TO THREE-YEAR CONTRACT WITH MARIPOSA LANDSCAPES, INC. ADDING \$41,799 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$341,799*

COUNCIL ACTION REQUIRED:

Action Taken

Approve Amendment #1 to Current Three-Year Contract

RECOMMENDATION AND STAFF SUMMARY:

It is respectfully recommended that the City Council approve Amendment #1 to the Median Landscape Maintenance Three-Year Contract with Mariposa Landscapes, Inc. to add \$41,799 for a total contract amount not to exceed \$341,799. The amendment for additional amount is to provide security upgrades to the current irrigation system.

The current contract with Mariposa Landscapes, Inc. was approved by the City Council on September 11, 2018, after a Request for Proposal (RFP) process. This contract provides 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. This contract is for a three-year period, ending 2021.

The current irrigation system is vulnerable to theft since backflow devices currently installed are often targeted due to the cash value of their metal. The upgrade would protect the devices from being targeted by providing a cage surrounding the backflow devices. Protecting the backflow devices allows the irrigation system to be used continuously without interruption, allowing the City's medians to flourish.

FINANCIAL IMPACT/COST:

Budget Amount: \$ 341,799  
Funding Source: Gas Tax Fund

ATTACHMENT:

Amendment #1, including:

- Original Contract
- Proposal for Upgrade of Irrigation System (Backflow Devices)

Submitted by: *Joseph Cruz*, Joseph Cruz, General Services Director

Date: 5/10/19

Concurred by: *Edward Medrano*, Edward Medrano, City Manager

Date: 5/10/19





**DEPARTMENT of GENERAL SERVICES**

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

**Amendment #1  
Median Landscape Maintenance Services with  
Mariposa Landscapes, Inc.  
Fiscal Year 2019 – 2021**

This amendment to the Median Landscape Maintenance Services Agreement ("Agreement") between the City of Gardena ("City") and Mariposa Landscapes, Inc. ("Contractor") is entered into this 14<sup>th</sup> day of May 2019.

WHEREAS, the City and Contractor entered into an Agreement for Median Landscape maintenance work services effective July 1, 2019 through June 30, 2021, a true copy of which is attached hereto as Attachment #1;

WHEREAS, the City is requesting additional services be performed related to upgrading median irrigation systems necessary for compliance with the water district.

NOW, THEREFORE, the parties to the Agreement agree as follows:

1. That Contractor will provide additional materials, supplies, and labor at the prices specified in Attachment #2, with the total cost of these items over the term of the Agreement not to exceed \$341,799.00.
2. Except as expressly modified herein the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO have caused this Contract to be executed and attested by their duly authorized officers

CITY

CONTRACTOR

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

\_\_\_\_\_  
Miguel Medina, Mariposa Landscapes, Inc.

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

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

Attest by:

Approved as to Form:

\_\_\_\_\_  
Mina Semenza, City Clerk

\_\_\_\_\_  
Peter Wallin, City Attorney

TASHA CERDA, Mayor / ART KASKANIAN, Mayor Pro Tem  
MARK E. HENDERSON, Councilmember / DAN MEDINA, Councilmember / RODNEY G. TANAKA, Councilmember  
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / EDWARD MEDRANO, City Manager / PETER L. WALLIN, City Attorney





## 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) Indemnitees' 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 Indemnitees.

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 Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

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 Contractor. 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 [jacruz@cityofgardena.org](mailto:jacruz@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: Edmund A. Khan  
CITY MANAGER (Sign)

Date: 9-11-18  
SEAL

CONTRACTOR

By: Jay L. Wingo President  
Sign / Title

Date: 08/15/2018

Attest:

By: Maria Serrano  
CITY CLERK (Sign)

Date: 09/11/2018


Attest: (Contractor)

By: Antonio Valle Secretary  
Sign / Title

Date: 08/15/2018



**APPROVED AS TO FORM:**

By:   
CITY ATTORNEY (Sign)

Date: 9/04/2018

Executed in Duplicate (2) originals  
Bond No. 72BSBHW5677  
Premium: \$1,166.00

## 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: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	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)

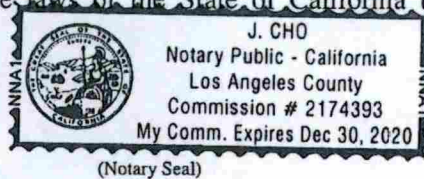
Personally appeared Terry Noriega, President,

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

(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.

Executed in Duplicate (2) originals  
Bond No. 72BSBHW5677  
Premium: \$1,166.00

## 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: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	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)

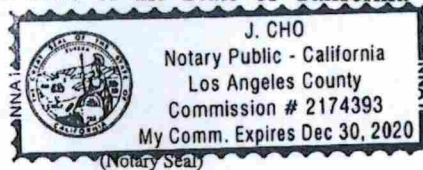
Personally appeared Terry Noriega, President

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

(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> or <u>MBE</u>	<u>Portion</u> of <u>Work %</u>	<u>Subcontractor's</u> <u>Name and Address</u>	<u>Type of</u> <u>Work</u>	<u>State</u> <u>License</u> <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>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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 Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727	CONTACT NAME: Benita Hall, CISR PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558 E-MAIL ADDRESS: bhall@loisinc.com
INSURED Mariposa Landscapes Inc 6232 Santos Diaz Drive Irwindale CA 91702	INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company NAIC# 25011 INSURER B: Greenwich Ins Co 22322 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	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> \$1,000 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	WFP1621859 00	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		WFP1621859 00	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$		HEC6005017-00	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Leased/Rented Equipment		WFP1621859 00	04-01-2018	4-01-2019	Limit \$300,000 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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
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 1d. 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> Global Risk, LLC 800 Wilshire Blvd., Second Floor Los Angeles, CA 90017 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> Mariposa Landscapes, Inc. 6232 Santos Diaz St.  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> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC 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> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <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> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	90-20720-01	04/01/2018	04/01/2019	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

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 Mauer*

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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)

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NOT TRANSFERABLE

# City of Gardena

## BUSINESS LICENSE CERTIFICATE

POST IN CONSPICUOUS PLACE  
AT BUSINESS LOCATION

ACCOUNT NUMBER

27786

DATE PAID

1/19/2018

RATE CODE

20

OWNER FIRM OR  
CORPORATION NAME

MARIPOSA LANDSCAPES INC

BUSINESS NAME

MARIPOSA LANDSCAPES INC

MAILING ADDRESS

6232 SANTOS DIAZ ST

CITY AND STATE

IRWINDALE, CA 91702-3267

Business License does not permit business otherwise prohibited. The payment of a business license fee required by the provisions of the  
Gardena Municipal Code, and its acceptance by the city and the issuance of a business license to any person shall not entitle the holder thereof  
to carry on any business unless he has complied with all the requirements of said code and all other applicable laws, not to carry on any business  
in any building or on any premises designated in such business license in the event such building or premises are situated in a zone, or locally in which  
the conduct of such business is a violation of any law. This license is issued without verification that the licensee is subject to or exempt from licensing  
by the State of California

BUSINESS LOCATION IN GARDENA

Out of City Business

EXPIRATION DATE

12/30/2018

### KEEP FOR YOUR RECORDS BUSINESS TAX RECEIPT

ACCT. NO. 27786

DATE PAID 1/19/2018

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

**MARIPOSA LANDSCAPES INC.**

6232 Santos Diaz, Irwindale CA 91702  
Tel. 626 960-0196, Fax 626 960-8477 - Contractor License No: 592268

**PROPOSAL**

Date 04/03/2019  
Proposal No. 055031

Your Ref. No.  
Your Ref. No.  
Date Requested

MLI Job No. 91-18001

TO: **City of Gardena**  
Adrianna Renteria  
1717W162nd Street

Gardena CA . 90247

Tel.: 310 217 9570 Ext.: Fax  
Email: arenteria@cityofgardena.org

Prepared By: Miguel Medina  
miguel.medina@mariposa-ca.com  
626-991-4219

**DESCRIPTION**

Vermont Ave. From (El Segundo Blvd to Redondo Beach Blvd) Backflows Installed Backflows & Cages

This proposal will cover the following descriptions. to install new backflows, make a cement base to install enclosure cages.

- \* All parts and labor included.
- \* Install 2 Wilkins 1-1/2" Red. Pressure Vacuum.
- \* Install 8 Wilkins 2" Red. Pressure Vacuum.
- \* Install and make 10 cement bases.
- \* Install 10 enclosure cages.
- \* Install 10 Shut off ball valves. 1 shut off valve in each backflow. To shut off for future fixtures.
- \* Backflow certification is included on ALL 10 units.

The following is a description of where each project will be conducted:

\* Vermont Ave. Between El Segundo Blvd to 131st St. (2" Backflow)  
Re-do the piping and run the pipe underground and convert the cage enclosures to a smaller size to reduced expense on the size of the cage.

\* Vermont Ave. Between 131st St. to 132nd St. (2" Backflow)  
Re-do the piping and run the pipe underground and convert the cage enclosures to a smaller size to reduced expense on the size of the cage.

\* Vermont Ave. Between 133rd St to 134rd St. (2" Backflow)  
Re-do the piping and run the pipe underground and convert the cage enclosures to a smaller size to reduced expense on the size of the cage.

\* Vermont Ave. Between 135th St. to 140th St. (2" Backflow) Times 2 Backflows to install  
Re-do the piping and run the pipe underground and convert the cage enclosures to a smaller size to reduced expense on the size of the cage.

\* Vermont Ave. Between 141st St. to Rosecrans Ave. ( 1 1/2 Backflow)  
Re -do the piping and use smaller piping in height to use a smaller enclosure cage.

\* Vermont Ave. Between Rosecrans Ave. to 146th St. ( 1 1/2 Backflow)  
Re -do the piping and use smaller piping in height to use a smaller enclosure cage.

\* Vermont Ave. Between 146th St. to 149th St. (2" Backflow)  
Re -do the piping and use smaller piping in height to use a smaller enclosure cage.

\* Vermont Ave. Between 149th St. to Marine Ave. (2" Backflow)  
Re -do the piping and use smaller piping in height to use a smaller enclosure cage.

\* Vermont Ave. Between Marine Ave. to Redondo Beach Blvd. (2" Backflow)  
Re -do the piping and use smaller piping in height to use a smaller enclosure cage.

In this proposal we will use the sketch Kevin Thomas emailed us to do the cement base for the enclosure.

EXCLUSIONS: Construction Prevailing Wages

\* This project was bid at maintenance PREVAILING WAGES

Price ..... \$41,799.00

Forty One Thousand Seven Hundred Ninety Nine And 00/100 US Dollar

**Terms** As allowed by current agreement.

**Exclusions** All prevailing wages, design, permits, night and weekend work, any unforeseen underground obstacles, and anything not mentioned.

**Time** Project start date is currently 10 days after acceptance.

Completion time for this project as specified is 12 working days.

**Limits**

Time limit for the acceptance of this proposal is 30 calendar days from the above date.

**Acceptance**

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Miguel Medina  
Mariposa Landscapes Inc.

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Adrianna Renteria  
City of Gardena

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Date



**CITY OF GARDENA**  
**PLANNING & ENVIRONMENTAL QUALITY COMMISSION**  
CITY COUNCIL CHAMBER ■ 1700 WEST 162<sup>nd</sup> STREET ■ 7:00 P.M.  
Telephone: (310) 217-9524 ■ E-mail address: CDDPlanningZoning@cityofgardena.org

**REPORT OF ACTIONS**  
**MAY 7, 2019**

**5. Parcel Map #1-19**

A request for the subdivision of a 39,992 square foot parcel in the Industrial (M-1) zone into two separate parcels consistent with Title 17 and 18 of the Gardena Municipal Code and direct staff to file a Notice of Exemption for a minor land division.

**Project Location: 1340 West 134th Street (APN: 6115-004-034)**

**Applicant: John Bertram**

**Commission Action:** Commission approved Resolution No. PC 8-19, approving Parcel Map #1-19.

***Ayes: Langley, Sherman, Henderson, Pierce, Jackson***

***Noes:***

***Absent:***

**City Clerk Action:** Receive and File

**City Council Action:** Call for Council Review, Appeal Decision, or Receive and File

**6. Conditional Use Permit #4-18**

A request for a conditional use permit, per section 18.32.030.B of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine ancillary to a new restaurant establishment located in the General Commercial/ Mixed-Use Overlay (C-3/MUO) zone and direct staff to file a Notice of Exemption as an existing facilities project.

**Project Location: 14320 South Western Avenue (APN: 6103-002-029)**

**Applicant: Chaneal Irving**

**Commission Action:** Commission approved PC Resolution No. PC 9-19, approving Conditional Use Permit #4-18.

***Ayes: Pierce, Langley, Henderson, Sherman, Jackson***

***Noes:***

***Absent:***

**City Clerk Action:** Receive and File

**City Council Action:** Call for Council Review, Appeal Decision, or Receive and File

**ALL CASE MATERIALS ARE AVAILABLE FOR REVIEW IN THE  
OFFICE OF THE COMMUNITY DEVELOPMENT DEPARTMENT**





# City of Gardena

## City Council Meeting

Agenda Item No.: 8. A. (I)

Department: Administrative Services

Meeting Date: May 14, 2019

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: AWARD CONTRACT FOR NAKAOKA CENTER AUDIOVISUAL IMPROVEMENT  
PROJECT TO VectorUSA

COUNCIL ACTION REQUIRED:

Award Contract

Action Taken

STAFF SUMMARY AND RECOMMENDATION:

An assessment of the Nakaoka Center identified the need for an updated audiovisual system since the facility is heavily utilized for community activities. The City released a request for proposals to upgrade the audiovisual system on PlanetBids and received three bids as specified in the chart below:

Company Name	Bid Price
VectorUSA	\$ 78,210.30
Golden Star Technology (GST)	\$ 91,509.27
EIDIM AV Technology	\$ 101,921.68

The lowest and most comprehensive bid was received from Vector Resources, Inc. dba VectorUSA. VectorUSA has been successful in providing equipment, labor, design, installation and management of audiovisual projects at many state, local, and federal agencies throughout Southern California. VectorUSA has highly capable staff which brings institutional knowledge, organizational capability, technical competency, and a "can do and will do" attitude.

VectorUSA has a long-standing proven track record of completing projects on time and under budget. They have a staff with extensive Project Management background and knowledge which allows them to work with their clients to complete projects in reasonable time frames and assist them with any questions or concerns that may arise.

VectorUSA holds all required licenses (C-7, C10, B & C61/D56) and will self-perform 100% of the work on this project. VectorUSA is respected by customers for executing turnkey network projects on time, and on budget. VectorUSA steadfastly maintains an 'A' corporate credit rating, and a \$125-million project bonding capacity. The City will have the full support of VectorUSA's 300 field technicians, engineers, warehousing, fleet services and office staff to support our mission-critical audiovisual project.

Upon award of the contract, lead time for the start of the project is 4-6 weeks. The proposal has been reviewed by IT staff to verify that the proposed equipment is optimal for the specified system upgrades.

Staff therefore recommends that the project be awarded to VectorUSA for \$78,210.30.

FINANCIAL IMPACT/COST:

\$78,210.30 Park-in-lieu

ATTACHMENTS:

Contract including proposal labeled Exhibit A

Submitted by Clint Osorio, Clint Osorio, Director of Administrative Services Date 5/14/19  
Concurred by Edward Medrano, Edward Medrano, City Manager Date 5/14/19

# CITY OF GARDENA

RFP # 19-004

Nakaoka Center Audiovisual Improvement Project

Prepared by:

Scott Shiffer

Account Executive

VectorUSA

VECTOR USA

8647 NINTH STREET  
RANCHO CUCAMONGA, CA. 91730

T 909 931 1022  
F 909 931 1633  
WWW.VECTORUSA.COM



March 19, 2019

City of Gardena  
Mary Simonell  
1700 W. 162<sup>nd</sup> Street  
Gardena, CA 90247

RE: RFP No. 19-004. Nakaoka Center Audiovisual Improvement Project

Dear Ms. Simonell,

Vector Resources, Inc. dba VectorUSA is pleased to submit this comprehensive proposal for RFP No. 19-004, Nakaoka Center Audiovisual Improvement Project. Our proposal is based upon a careful review of all guidelines and specifications set forth in the RFP request and Addendum.

Vector has been successful in providing equipment, labor, design, installation and management of Audio-Visual projects at many state, local, and federal agencies throughout Southern California. Our company attributes its success to being self-sufficient; we are small enough to adapt to changes quickly yet large enough to handle sizeable projects. We have a highly capable staff which brings institutional knowledge, organizational capability, technical competency, and a "can do and will do" attitude to every project.

VectorUSA has a long-standing proven track record of completing projects on time and under budget. We have a staff with extensive Project Management backgrounds and knowledge which allows us to work with our clients to complete projects in any reasonable time frame desired and assist them with any questions or problems that may arise.

VectorUSA holds all required licenses (C-7, C10, B & C61/D56) and will self-perform 100% of the work on this project. VectorUSA is respected by customers for executing turnkey network projects on time, and on budget. Our Company steadfastly maintains an 'A' corporate credit rating, and a \$125-million project bonding capacity, and we are a nimble company. The City of Gardena will have the full support of VectorUSA's 300 field technicians, engineers, warehousing, fleet services and office staff to support your mission-critical Audiovisual project.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Shiffer", written in a cursive style.

Scott Shiffer  
Account Executive  
VectorUSA  
(909) 303-7732  
[ssshiffer@vectorusa.com](mailto:ssshiffer@vectorusa.com)