



CITY OF CARSON, CALIFORNIA

701 East Carson Street, Carson CA 90745

REQUEST FOR PROPOSALS NUMBER: RFP 23-014

CITY-WIDE MEDIAN LANDSCAPE MAINTENANCE

ISSUED: 03/23/23

Mandatory Pre-Bid Meeting/Job Walk:	03/30/23 09:00 AM
Prospective Contractor Questions Due:	04/06/23 02:00 PM
Proposals Due (Electronic Only):	04/20/23 02:00 PM

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

NO LATE PROPOSALS WILL BE ACCEPTED. Proposals received after the due date and time will not be considered for this project. It is the policy of the City of Carson to reject any proposal that is received late.

- (1) REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

REQUEST FOR PROPOSAL RFP NO. 23-014

Table of Contents

A. Summary	3
B. Mandatory Pre-proposal Meeting	4
C. Proposal Content	4
D. Proposal Submittal	7
E. Questions and Addendums	8
F. Proposer Qualifications	8
G. Procurement Location and Schedule	9
H. Other Requirements	9
I. Cost Proposal	10
J. Proposal Opening, Document Review, and Award of Contract	10
Project Scope and Specifications	12
Public Works Agreement	34

ADDITIONAL DOCUMENTS AVAILABLE ON PLANETBIDS AS DOWNLOADS

1. Affidavit of Non-Federal Lobbyist Requirements
2. Certificate of Compliance with Labor Code Section 3700
3. Debarment and Suspension Certification
4. Affidavit of Non-Collusion and Non-discrimination
5. Client Reference List
6. Instructions for Entering Electronic Bids
7. W-9 Taxpayer Identification Number and Certification

A. SUMMARY

The City of Carson (“City”) is seeking proposals from qualified contractors to provide professional landscape maintenance for City-Wide medians as detailed in the Project Scope and Specifications.

The City intends to award a three-year contract with the option to renew for two additional one-year terms at the City’s discretion.

The City of Carson was incorporated as a California general law city on February 20, 1968. On November 6, 2018, with the City's voters’ approval, the City of Carson became a California chartered city. Carson is considered one of the youngest municipalities in the South Bay region of Los Angeles County. Carson is located less than 20 miles south of downtown Los Angeles and is considered part of the South Bay section of Los Angeles County. The City’s acreage is 19.2 square miles, and has grown considerably, beginning with a population of 61,000 in 1968 and with a current population of close to 100,000 residents.

Carson prides itself on being a culturally diverse community and is accessible by air, rail and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops in Carson on its route between Los Angeles and Long Beach and the City’s owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that matches Carson’s ease of accessibility. The City is home to many large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities. Many of these companies have won regional and local beautification awards. A number of multinational companies also call Carson their home by locating their corporate headquarters here. Through cooperative efforts between the City and businesses, the vitality and future of Carson continues to flourish.

The City of Carson reserves the right to make changes in the Request for Proposal as it may deem appropriate. Any and all changes in the Request for Proposal shall be made by written addendum, which shall be issued to all prospective proposers who have been issued or obtained a copy of the Request for Proposal. No oral changes will be permitted. Addenda issued during the proposal process will become a part of the original proposal. All request for proposals must be submitted by the date and time established for the opening of request for proposals. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager.

No contract exists on the part of the City until the City Council has made the award and a purchase contract has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City of Carson to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act. Any changes to the RFP requirements will be made by addendum.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer's responsibility to ensure their proposal documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Proposer's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Proposer is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

B. MANDATORY PRE-PROPOSAL MEETING

Pre-proposal meeting or job walk mandatory:	YES
Pre-proposal meeting or job walk time:	3/30/23 9:00 AM
Pre-proposal meeting or job walk location:	Public Works Corporate Yard Training Room 18620 S. Broadway Carson, CA 90248

Pre-proposal meetings are held for the purpose of answering proposer questions. If a pre-proposal meeting is mandatory, then the City will not accept proposals from those who arrive late or do not attend. Arrive early, plan accordingly, and provide a business card to the City employee. A sign-in sheet will be available and posted to PlanetBids.

C. PROPOSAL CONTENT

1. Presentation

Proposals shall be typed and submitted on 8 1/2" x 11" size paper. The entire proposal shall be no more than **18 pages double sided or 36 pages single sided with minimum font size 12pt**

(including transmittal letter, Table of Contents, and required forms). Proposers should not include any unnecessarily elaborate promotional/marketing material. Lengthy narrative is discouraged and proposals should be brief, clear and concise. Please note that foldouts are not allowed; proposals that include foldouts will be considered non-responsive and discarded.

2. Letter of Transmittal

A Letter of Transmittal shall be addressed to Freddy Loza, Landscape Building Maintenance Superintendent, and must, at a minimum, contain the following information:

- a. Identification of Proposer who will have contractual responsibility with the City of Carson. Identification shall include legal name of company, corporate address, telephone number and email address of the contact person identified during the period of proposal evaluation.
- b. Proposed working relationship between Proposer and sub-consultants, if applicable.
- c. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of bid opening
- d. Signed acknowledgement of all addenda, if any.
- e. Signature of the official authorized to bind Proposer to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

- a. Qualifications, Relevant Experience and References

This section of the proposal shall establish the ability of the Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature to the Scope of Work as detailed in the Project Scope and Specifications; proven competence in the services to be provided; strength and stability of the firm; staffing capability; current work load capacity to demonstrate availability to complete required services in accordance with the agreed upon schedule; track record of meeting schedules on similar projects and supportive client references.

- b. The Proposer shall:
 - i. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, or sole proprietorship); number, size and location of offices; total number of employees; and number of active projects the firm is currently managing.
 - ii. Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Proposer's ability to provide these services.
 - iii. Describe the firm's experience in performing work of a similar nature to that

solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to the City. Proposers shall demonstrate involvement as prime consultant in completed projects within the past 5 years.

- iv. Describe specialized training, experience and professional competence in the area directly relevant to the scope of the Project.
- v. Identify all sub-contractors by company name, address, contact person, telephone number and project function, as applicable. The list should include a summary of the roles and responsibilities of each sub-consultant. Sub-contractors shall also demonstrate their involvement in similar work completed in the past 5 years.
- vi. Provide a minimum of three (3) references for completed work similar to that in scope of work contained in this RFP. Furnish the contact name, title, email, address and telephone number of the person at each client agency/organization who is most knowledgeable about the work performed.

c. Proposed Team

This section of the proposal shall establish the method that will be used by the Proposer to provide requested services as well as identify key personnel assigned.

The Proposer shall:

- i. Provide the education, training, experience and applicable professional credentials of the proposed Project Manager.
- ii. Furnish brief resumes (one page maximum per resume) for the proposed Project Manager and key personnel (including sub-consultants). Resumes of proposed staff must include relevant licenses as detailed in the Project Scope and Specifications.
- iii. Identify key personnel proposed to perform the specified tasks and include major areas of sub-consultant work.
- iv. Include a statement that key personnel will be available to the extent proposed for the duration of the required services and acknowledging that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City of Carson.
- v. Include an organizational chart with clearly defining roles, lines of communication, and support services.

d. Detailed Work Plan

The Proposer shall provide a narrative addressing the Scope of Work and demonstrating the Proposer's understanding of the City of Carson's needs and requirements. The Proposer shall:

- i. Describe project understanding, complexity of project; and identify and provide possible solutions to mitigate potential issues and constraints.
- ii. Describe the proposed approach and work plan for completing the services

specified in the Scope of Work. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Proposer’s ability to accomplish the City’s objectives.

iii. Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Proposer will use to ensure quality, budget, and schedule control.

e. Exceptions and Deviations

Proposer shall state any exceptions or deviations from the requirements of this RFP. They are to be separated as "technical" exceptions and "contractual" exceptions. These two exceptions shall constitute the exceptions to the agreement. Where the Proposer wishes to propose alternative approaches to meeting the City’s technical or contractual requirements, these shall be thoroughly explained. If no exceptions are noted, Proposer will be deemed to have accepted the all requirements as set forth in the proposed Contract Services Agreement.

D. PROPOSAL SUBMITTAL

The proposals must be submitted electronically only.

Proposals must be submitted electronically on PlanetBids no later than **04/20/2023 | 02:00 PM**. Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids.

The Proposal must include the following sections, numbered in accordance with the table below. **Every Proposal must include the Proposer’s name, State-issued Contractor identification number, and the City’s Request for Proposal No. 23-014.**

Required Proposal Sections and Documents		
1	Company Certification and Personnel Verification Certification, on company letterhead that the person submitting the proposal is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement	Required
2	Subcontractor List (if applicable) Include the subcontractor’s qualifications and the nature and extent of work to be performed by each subcontractor	Required if Applicable
3	Cost Proposal Agreement Include all pricing information relative to the engagement on Public Works	Required

4	Client Reference List Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 3 years in (download from PlanetBids)	Required
5	Modification, Changes or Exceptions to the City Public Works Agreement Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing	Required if Applicable
6	Affidavit of Non-Collusion and Non-Discrimination (download from PlanetBids)	Required
7	Federal Lobbyist Requirements (download from PlanetBids)	Required
8	Debarment and Suspension Certificate (download from PlanetBids)	Required
9	Certificate of Compliance with Labor Code Section 3700 (download from PlanetBids)	Required if Applicable

E. QUESTIONS AND ADDENDUMS

All project scope questions must be posted to PlanetBids by the due date listed on the cover page of this Invitation. The City will coordinate responses and post them to PlanetBids 5 days prior to the bid deadline for all interested proposers to review.

The City's PlanetBids portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

If discrepancies or omissions are found for this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to PlanetBids no later than 5 days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	PlanetBids	Post directly to PlanetBids
2	Use of PlanetBids	PlanetBids	(818) 992-1771
3	City's Purchasing Process	Shelly Root, Senior Buyer	sroot@carsonca.gov

ONLY the City's Purchasing Manager may be contacted regarding this solicitation. No other City officers, agents, employees or representatives have authority to respond on behalf of the City. Contact with unauthorized City personnel or elected officials during the selection process or may result in disqualification.

F. PROPOSER QUALIFICATIONS

For projects that are a Public Work or Maintenance as defined by California Public Contract Code § 22002, bidders must meet the following minimum qualifications.

1. Contractor and any subcontractors must possess valid California Contractor licenses for

the work required by this job, at minimum, contractor and any sub-contractors must possess a current C-27 landscaping contractor license; and have qualified personnel who have prerequisite knowledge and experience to perform the required work, and are legally able to do so.

2. Contractor and any subcontractors must have workers compensation insurance.
3. Contractor and any subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. Prevailing wages must be paid, as established by the DIR for the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the contract. Refer to the California DIR’s website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information. Certified payrolls must be submitted to the DIR online portal.

Proposers who do not meet the minimum qualifications will be disqualified.

Awarded contractor and subcontractors (if applicable) must pay the City’s business license tax and submit required insurance documents prior to execution of the contract.

G. PROCUREMENT LOCATION AND SCHEDULE

Job location: **Various location through-out City**

Job Work Schedule: **As outlined in Scope of Work**

Anticipated Procurement Schedule		
1	Award of Contract	TBD
2	Contract Execution & Notice to Proceed	TBD
3	Begin Engagement	TBD
4	Complete Engagement	TBD

H. OTHER REQUIREMENTS

The City’s form contract is required (see Contract Service Agreement). Specific requirements are outlined in the form contract.

Prevailing Wage Required: YES

Payment Bond Required: YES

The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City’s Contracting Officer in advance of work performed.

Additional Insurance Requirements (in addition to those in City’s Public Works Agreement)

- Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile

liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

I. COST PROPOSAL

Contractors must provide everything necessary at their own expense including, but not limited to labor, prep work, materials, supplies, parts, tools, and equipment required to perform and complete the required work and to dispose of existing materials.

The lump sum proposal price must include all necessary labor, materials, and fees to complete the tasks, sub-task, and any work required by the Project Scope and Specifications, including the cost of work performed by sub-contractor(s). Fees shall include the monthly and annual cost to perform service at each tasked location in accordance with the scope of work, locations, and frequency schedule outlined in the Project Scope and Specifications. Permits, licenses and fees must be obtained at the awarded Contractor's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total proposal price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Include hourly rates for additional work which may be authorized by the City's Contract Officer.

J. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

Proposal documents that are submitted on time and meet the minimum requirements outlined above will be evaluated by City staff, which will make a recommendation to the City Council to either reject all proposals or award a contract. Evaluation criteria will include, but is not limited to, completeness of proposal, consultant's demonstrated understanding of the project's scope of work, qualifications, experience, price, and past performance; and will be based on guidelines in the City's Municipal Code (CMC § 2610 (i)).

The City may hold interviews with respondents prior to a final selection of the project contractor. Such interviews may be conducted in person or by electronic means. The City reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

No contract exists until the City Council has made the award, and the contract has been fully executed.

The City of Carson reserves the right to reject the proposals, request additional information or take any other action considered to be in the best interest of the City of Carson.

Evaluation Criteria

No.	DESCRIPTION	POINTS
1	Proposal Content – Presentation submitted following requirements	5
2	Proposal Content – Letter of Transmittal submitted following requirements	5
3	Proposal Content – Technical Proposal submitted following requirements	30
4	Proposed Team – Key Personnel and applicable credentials and licenses as required	30
5	Detailed Work Plan submitted following requirements	30
	TOTAL	100

PROJECT SCOPE AND SPECIFICATIONS
RFP 23-014
CITY-WIDE MEDIAN LANDSCAPE MAINTENANCE SERVICES

1. GENERAL

The work to be performed under this RFP shall include furnishing all labor, material, and equipment necessary for the provision of the landscape and associated maintenance services as set forth in this contract, including the attachments attached hereto.

1.1 Contractor shall have the duty to mow, edge, trim, irrigate, aerate, overseed, fertilize and dethatch turf areas; prune, trim, and hedge planters and shrub areas designated hereunder; as well as to provide weed control, disease control, rodent pest control, litter, and debris removal, maintain and repair irrigation systems at service medians, center medians and adjacent tree wells including the necessary maintenance of any associated structures and equipment as normal maintenance as specified. Maintenance frequencies shall be those as specified.

1.2 Contractor shall not work or perform any operation, particularly during periods of inclement weather, which may destroy or damage vegetation, ground cover, or turf areas. The City's Contract Officer shall have the authority to suspend the work, wholly or in part, for such period as may be deemed necessary, due to unsuitable weather or other conditions considered unfavorable for the suitable performance of the work. Any mowing missed due to inclement weather and not rescheduled shall be deducted from the monthly billing statement.

1.3 Contractor shall be required to assign a designated English-speaking foreman as Contract Officer. This individual will be the contact person for this project and must be available to respond to inquiries, walkthroughs, and inspections of the project as required. The Contractor's designated foreman shall be on site for a minimum of fifteen (15) hours per week. At least one member of any maintenance crew at each maintenance area shall be able to read and speak English fluently. All Contractors' personnel shall wear and maintain presentable company uniform complete with a nametag and high visibility safety vest.

1.4 Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification or attempted notification. If the Contractor cannot be notified or does not respond promptly, the City will respond and all costs will be charged to the Contractor. If the Contractor fails to respond on three (3) separate occasions, the Contractor will be subject to a \$250.00 deduction from his monthly invoice in addition to any City charges.

1.5 During daylight hours, Contractor's designated foreman shall perform a weekly maintenance inspection of all areas within the maintenance areas. Such inspection shall be both visual and operational,

and shall include the operation of all irrigation or other mechanical systems to check for proper condition and reliability.

1.6 Contractor's designated foreman shall prepare and submit to the City's Public Works Director, or assigned designee(s), both a daily project report, and a weekly project report. The daily project report shall include work performed for the day, and staff name performing the work. The weekly report shall indicate the overall condition of the maintenance areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by the contractor to rectify the said situation and indicate the anticipated time frame for compliance.

1.7 Contractor shall schedule its operations so as not to interfere with the public's use of the maintenance areas. Contractor shall conduct its operations to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

2. AREA TO BE MAINTAINED

2.1 Contractor shall maintain irrigation systems at service medians, center medians, and adjacent tree wells, only.

2.2 Contractor hereby acknowledges that before submitting a proposal, Contractor has visited all existing areas to be maintained, verified the approximate size of the medians, noted for each location the proposed work, and is fully informed as to all conditions that may affect the work specified. Contractor shall not be relieved of liability under this Agreement, nor the City be held liable, for any loss sustained by the Contractor, as a result of any variance between conditions as referred to in this Project Scope and Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

3. TURF CARE

The Contractor shall perform, at their sole expense, the following services:

(a) Mowing – Turf to be mowed with an adequately sharpened power mower to ensure a smooth surface appearance without scalping. The contractor shall comply with all state, county, and/or local regulations regarding powered mowers, alternative fuel mowers, and equipment. All turf grasses are to be cut so that no more than one-third of the height of the grass blade is removed during any one mowing operation. Recycling mowers may only be used upon approval of the City's Public Works Director, or assigned designee(s). The mowing heights will be adjusted according to the needs of the City or during periods of renovation. A mowing schedule will be established and maintained. This schedule will provide that all areas will be mowed once a week. All mowing missed and not completed within three (3) working days, shall be deducted from the monthly billing statement. Costs will be calculated at a rate of 25% of the total monthly maintenance costs as listed in the Proposal Schedule for subject medians. Clippings are to be removed concurrently with each mowing.

(b) Edging – The edge of the grass along sidewalks, curbs, shrubs, flowerbeds, and walls shall be trimmed to a neat and uniform line. Where trees exist in turf areas, all grass shall be removed six (6) inches from the tree trunks by approved chemicals or by hand as required. Mulch may be applied to the base of tree trunks to reduce weed growth (mulch will be supplied by the City). Weed-eaters/string trimmers may not be used to clear turf around tree trunks. The Contractor shall trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging shall be done concurrently with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical methods. Turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. After mowing and edging is completed, all adjacent walkways are to be cleaned.

(c) Fertilization – A fertilization schedule will be established and maintained. This schedule will provide that fertilization of turf areas occurs as often as necessary to maintain the turf in vigorous healthy condition. The minimum frequency of fertilization is included in the "Minimum Frequency Schedule,"". The schedule along with specific nutrient recommendations will be submitted to the City for approval prior to application. Fertilization to be provided for all medians.

(d) Aeration – An aeration schedule will be established and maintained. This schedule will provide that aeration of turf areas occur annually by removing ½-inch diameter by 4-inch deep cores of sod, with an aerator at not more than 6-inch spacing. The schedule will be submitted to the City for approval prior to application.

(e) Dethatch –Dethatching of turf areas shall be performed on annual basis. All thatching debris shall be removed offsite or pulverized, at the end of the Contractor's operation or at the end of the workday, whichever occurs first. The City shall determine and approve the extent of thatch removal.

(f) Seasonal Overseeding – All turf areas shall be annually reseeded to re-establish turf to an acceptable condition as specified in the Minimum Frequency Schedule. At the City's request, all bare and/or sparse turf areas shall be overseeded throughout the term of the contract. All areas to be reseeded shall be verticut to remove all thatch and to provide a rough seedbed suitable for seeding. Once the seed has been applied, the seed will be covered with finish mulch to prevent erosion. Mulch for seed topping shall be nitrated wood shavings such as Kellogg's Topper or equivalent. All mulch must be approved by City prior to application.

(g) Weed Control – Turf areas shall be maintained in a weed-free condition. Chemical control for broadleaf weeds shall be applied on an as-needed basis to maintain weed-free conditions. All personnel applying these chemicals shall be properly licensed, certified, and trained in accordance with the California Department of Pesticide Regulations (DPR) and any other applicable Federal, State, and County regulations in effect at the time of application. All personnel applying these chemicals must hold an active Qualified Applicator License issued by DPR.

(h) Insect/Pest Control – Turf shall be maintained free of diseases, insects, rodents, and pests. Infested areas shall be treated when needed as detailed in the Project Scope and Specifications. All personnel applying these chemicals shall be properly licensed, certified, and trained in accordance with the California

Department of Pesticide Regulations (DPR) and any other applicable Federal, State, and County regulations in effect at the time of application. All personnel applying these chemicals must hold an active Qualified Applicator License issued by DPR.

(j) Irrigation – The Contractor shall irrigate all landscaped areas at City medians as required to maintain adequate growth rate and appearance and in accordance with the schedule most conducive to maintaining a lush green appearance. Note: All irrigating shall be accomplished in accordance with any and all water conservation mandates imposed on the City by governing agencies and coordinated with the City's Contract Officer.

(k) Consideration shall be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing of runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of prolonged heat. During freezing, rain, and/or windy conditions, automatic irrigation will be discontinued at the direction of the Contract Officer.

(l) In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur between the hours of 10:00 p.m. and 6:00 a.m.

(m) Contractor shall monitor all systems within the scope and for the correction of coverage, sprinkler adjustment, sprinkler height adjustment, clogging of lines and sprinkler valves, and removal of obstacles, including plant materials, which obstruct the spray pattern.

(n) Complete irrigation system checks as outlined in the Minimum Frequency Schedule or more often if necessary and adjust and repair any sprinkler heads causing excessive runoff, or which throw directly onto paving or walks.

(o) Adjust all controllers on a weekly basis considering the water requirements of each remote control valve.

(p) Control the irrigation system in such a way as not to cause an excessively wet area which may interfere with the Contractor's ability to maintain all the flora, or excess water crossing over sidewalks or flooding into the public right-of-way.

(q) Observe and note any deficiencies occurring from the original system design and review these findings with the City so necessary improvements may be considered.

(r) Repair all leaking or defective valves or irrigation system parts immediately upon occurrence, or within twenty-four (24) hours following notification from the City of such a deficiency. The Contractor shall be responsible for maintaining or repairing backflow prevention devices.

(s) File a monthly executive summary with the City certifying that all irrigation system components at City medians are functioning properly.

4. SHRUB, GROUND COVER, AND TREE WELL CARE

The Contractor shall perform the following services:

(a) Pruning – Prune shrubbery during the term of the contract to encourage healthy growth habits and for shape and appearance. All shrubs shall, at all times, be free of dead wood, weak, diseased, insect-infested, and damaged limbs, and shall remove all clippings the same day shrubbery is pruned to the green waste disposal site. Pruning shall be done to maintain a well-groomed, laced-out appearance appropriate for plant size, species, and surroundings. Under no circumstances shall any shrubs be poodled or balled.

(b) Trimming –Restrict the growth of shrubbery and ground cover plants to areas behind curbs and walkways and within planter beds by trimming as necessary, or as requested by the City.

(c) Hedging –Hedge vines on block walls adjacent to service and center medians. Vines shall not be allowed to grow into private lots and topped eight inches (8”) or one (1) cylinder block from the top.

(d) Renovation –Renovate ground cover plants according to prescribed practices in the industry, as needed to maintain a healthy, vigorous appearance and growth rate. This includes, but is not limited to, thinning and trimming to encourage growth or to achieve a more manicured appearance.

(e) Disease and Insect Control –Maintain all areas free of diseases and insects and treat infested areas when needed.

(f) Weed Control – All ground cover, shrub beds, side panels, and tree wells shall be kept weed free at all times. Methods for control may incorporate one or more of the following: (1) Hand removal, (2) Cultivation, (3) Chemical eradication (except in areas that rely on reseeding to maintain appearance). Weed whipping is not an acceptable alternative for weed control. Debris generated by weed control must be removed from the site each day to the green waste disposal site and disposed of in a proper, legal manner.

(g) Irrigation – Irrigate, including hand watering, to maintain adequate growth rate and appearance, and bleeding of valves in emergency situations where automatic systems are not functioning.

(h) Shrub and Ground Cover Replacement –Replace all damaged, untreated, diseased, or dead shrubs and ground cover plants with the same plant species of similar size. Substitutions for any plants must have prior approval in writing by the City. Original plans and specifications should be consulted to determine the correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance by the City.

(i) The ground cover shall be maintained and replaced as needed so as to form a solid mat over the surface of the ground. Height shall not to exceed one-foot (1’). Weed-eaters/string trimmers are appropriate to accomplish this task. Undesirable plant material or weeds shall be removed, as well as removal of desirable annual flora growth, after it has flowered and seeded (such as but not limited to, Lupine), if necessary. All shrubs shall have a one-foot (1’) clear area maintained around the plant edge at all times.

(j) Annual color beds and freestanding pots shall be maintained with appropriate seasonal flowers. The Contractor shall provide flowers and labor to both the annual color beds and freestanding pots. Flowers and labor will be considered regular maintenance and are not billable extras.

5. USE OF CHEMICALS

5.1 The Contractor shall perform the following services:

(a) Chemical Application - All personnel applying chemicals shall be properly licensed in the State of California, certified, and trained in accordance with applicable regulations in effect at the time of application.

(b) Permits – Permits, Recommendations, and Documentation –Provide the City with a copy of a Pest Control Recommendation written by a State of California licensed Pest Control Advisor. The Pest Control Recommendation shall include the specific areas, pests to be treated, and the pesticide to be used. All pesticides must be approved by the City prior to application. Also, a Pesticide Use Report shall be provided to the City within ten (10) calendar days of the end of each month that an application has taken place. The Pesticide Report shall include, but is not limited to the dates, specific location of application, pesticide used, pest treated, and amount of concentrate material used. The Contractor shall give the City notification on time, date, and location of where pesticide use is scheduled.

(c) Pest Control - The Contractor will be responsible for the eradication of all pests, including but not limited to gophers, ground squirrels, snails, earwigs, and other destructive insects to provide a healthy environment for plants and the public. Any eradication and/or disposal of pests must be performed in accordance with Federal, State, and County regulations in place at the time of eradication.

(d) Rodent Control - Whenever rodent holes are visible upon the surface, the Contractor shall fill and securely tamp said holes to avoid moisture runoff entering the holes.

6. GENERAL CLEAN-UP

6.1 The Contractor shall also perform the following services:

(a) Trash Removal –Remove all trash and litter from all maintained areas, as indicated and specified in the "Minimum Frequency Schedule." All trash generated, including green waste, shall be removed immediately by the Contractor at the Contractor's expense and offloaded to the proper disposal/recycling facility.

(b) Curb and Gutter Maintenance – The Contractor shall remove all weeds and grass growing in and around curb and gutter areas.

(c) Drain Maintenance – All drains, culverts, and catch basins shall be free of siltation and debris at all times.

(d) Removal of Leaves – Accumulation of leaves shall be removed from all areas not less than once per week to the green waste disposal/recycling site.

(e) All organic waste must be disposed/recycled at a facility in compliance with State and County organic waste diversion guidelines and mandates.

7. IRRIGATION SYSTEM MAINTENANCE OR REPAIR

All irrigation systems designated in this contract shall be repaired and maintained by the Contractor in the following manner:

(a) Scope of Responsibility – The Contractor shall maintain, troubleshoot, repair, replace, and keep operable all irrigation equipment components including but not limited to, sprinkler heads, drip irrigation parts, valve repairs, backflow devices, lateral line repair, quick couplers, risers, and automatic controller batteries. This paragraph does not require the Contractor to make a complete piping replacement of the system or to make major renovations/repairs to the existing irrigation systems.

(b) Replacement Requirements – Replacement will be with original materials or substitutes approved in writing prior to installation by the City.

(c) Extent of Responsibility – Perform minor maintenance and repairs to the irrigation system. Major repairs and replacements shall be handled as extra work. Major repairs shall include mainline breaks, controller replacement, backflow device replacement and certification, and valve replacement. Contractor must provide copies of certifications for newly installed or replaced backflow devices to the Contract Officer. Minor repairs include but are not limited to: head adjustment and replacement; lateral line breaks and leaks; wire tracking; clock adjustment; diagnosis of irrigation system problems; and valve and solenoid repair. Verified by the supplier's invoice, contractor shall be reimbursed for all parts used in the repair of the irrigation systems at cost. The Contractor shall be responsible at all times for hand watering and bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground cover when automatic systems are not functioning. The Contractor shall repair and replace automatic irrigation systems when they are not functioning. The replacement required by the Contractor shall be due to normal deterioration, wear and tear, or negligence upon the part of the Contractor. The Contractor may make necessary repairs and/or replacements to irrigation systems, which malfunction due to incidents of vandalism, acts of God, and third-party negligence.

8. MAINTENANCE OF SIDEWALKS, BARRICADES, SOUND WALLS, CENTER MEDIANS, SERVICE MEDIANS, BLOCK WALLS AND DRAINS

8.1 Sidewalks, and block walls– In maintained areas, the Contractor shall notify the City of any conditions that may affect the health and safety of the public.

(a) Contractor shall replace all sidewalks and roadways damaged by Contractor's negligence.

(b) Contractor shall not be responsible for the replacement of roadways or sidewalks worn due to normal deterioration.

(c) Contractor shall thoroughly clean all hard surface areas a minimum of once per week or more often, if necessary, to maintain in a clean, safe, condition.

9. EXTRAORDINARY REPAIRS

9.1 Any extraordinary incident such as vandalism, acts of God, and third-party negligence which has or will affect any maintenance area and is within the scope of Contractor's responsibilities, shall be documented by the Contractor by a phone call, photographs, and/or written statement, and documentation shall be given to the City within eight (8) hours of learning of same. The Contractor is not responsible for graffiti abatement but shall report graffiti to the City within two (2) hours of learning of same. The Contractor shall perform the above documentation upon discovery of extraordinary incidents.

9.2 The City may, at its discretion, when it learns of the need for extraordinary repairs, direct the Contractor to perform necessary repairs and replacements in accordance with the following: Contractor shall submit a written estimate for the cost of performing such work to the City. The city may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written work order. Upon completion of the work, the Contractor shall submit a bill to City, and City shall reimburse the Contractor, but only up to the amount of the agreed-upon cost estimate. In the event Contractor's written estimate is not approved, the City reserves the right to contract with a third party to perform such work or to make the repairs using City staff. All parts used by the Contractor shall be reimbursed at the Contractor's direct cost. Notwithstanding the above, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the City.

10. MAINTENANCE INSPECTION

10.1 The Contractor shall:

(a) Perform a weekly maintenance inspection during daylight hours of all medians within the maintenance areas.

(b) Meet on-site with an authorized representative of the City on a weekly basis for a walk-through inspection. Said meeting shall be at the convenience of the City. The Contractor and City representative shall collectively agree and document the observations and findings as a result of the weekly walk-through inspection. The Contractor shall provide to the City a summary of the weekly walk-through prior to the next meeting date. Any corrective work required as a result of an inspection or any interim inspection by the City shall be accomplished to the satisfaction of the City as follows:

The City will provide written notice ("punch list") to the Contractor to correct the deficiencies within specified time frames. Said specified time frames shall be reasonable, as determined by the City, in order to correct the specified deficiencies. Should the Contractor fail to correct deficiencies within said time frames, the City may contract the work or may perform the work utilizing City employees and contract labor. The cost for corrective measures will be deducted and forfeited from the payments to the Contractor by the City. This action shall not be construed as a penalty but as an adjustment of payment to the Contractor for the purpose of recovering the costs incurred by the City due to the failure of the

Contractor to comply with the provision of this contract. Should it become necessary for the City to provide personnel to assist or complete a task as per this maintenance contract, the Contractor will be billed for all costs, plus a 30% administrative fee.

Reasonable time frames are defined as follows:

(a) Emergency service notification or attempted notification must be responded to within two (2) hours. No further notification will be given.

(b) Mainline and valve repairs must be completed within twelve (12) hours of notification.

(c) Broken or improperly operating irrigation heads shall be repaired or adjusted within one (1) working day of notification. No further notification will be given.

(d) Areas impacted and affected by health and safety issues shall immediately be barricaded to inform the public and City personnel of potential dangers in that area. Repairs must be completed within three (3) working days of notification. No further notification will be given.

(e) All other issues will receive written notification ("punch list") giving five (5) working days for completion. If the deficiency is not corrected within the required five (5) day period, any item which has not been corrected by the end of the five (5) day period may be completed by the City or by other contractual services and actual costs will be charged to the Contractor without further notification.

10.2 Inspection/Administration Cost Limitation

The inspection and administration costs shall require a maximum time of City staff of 23 hours per week. The cost of all time in excess of the 23-hour maximum incurred due to inadequate level of landscape maintenance and poor administrative preparation on the part of the Contractor shall be deducted from the monthly payment. The cost of the City labor shall be \$40 per hour plus the cost of needed equipment. The City shall maintain an accurate log of inspection and administrative time, which will be available for review by the Contractor.

11. GENERAL CONDITIONS

11.1 Notification Reports – The Contractor shall give the City notice seven (7) calendar days prior to any and all use of commercial and organic fertilizer(s), grass seed, soil amendment, pesticides, or other chemicals. The contractor shall submit a report indicating, for those specialty type maintenance operations to be completed, the quantity and a complete description of any and all commercial and organic fertilizer, and soil amendments to be used.

11.2 Contractor's Liability – All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense and completed in accordance with the following maintenance practices:

(a) Trees – Minor damage such as bark lost from the impact of mowing equipment or string trimmer shall be remedied by an arborist. If damage results in the loss of a tree, the damaged tree shall be removed and replaced according to the specific instructions of the City.

(b) Shrubs – Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by the removal and replacement of the damaged shrub.

(c) Chemicals – All damage resulting from chemical operations, either spray-drift or lateral leaching, shall be corrected in accordance with the aforementioned maintenance practices, and the soil shall be conditioned to ensure its ability to support plant life. The Contractor shall comply with all state and federal labeling and application requirements applicable to pesticides, fungicides, pest control chemicals, or any other types of hazardous chemicals used by the contractor, and shall defend and hold the City harmless from any damages, fines, or penalties arising from such use or misuse.

11.3 Contractor is required to maintain an office and provide the telephone service so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting the contractor by radio or pager. The contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the contractor shall not be more than two (2) hours.

11.4 Safety – The contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property. Furthermore, as necessary, the contractor must contact Underground Service Alert (Dig Alert) before excavating a location, as necessary. The contractor shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear reflective safety vests.

11.5 It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe condition that requires major correction. The contractor shall be responsible for making minor corrections including, but not limited to filling holes in turf areas, replacing valve box covers, and repairing irrigation systems so as to protect members of the public or others from injury. The contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the maintained areas, including a complete written report thereof to the City within five calendar (5) days of the injury or death.

11.6 Pursuant to the work scheduled approved in advance by the City, hours of maintenance service may be conducted between 7:00 a.m. and 3:00 p.m. on those days maintenance is to be. The Contractor shall

not impede traffic on major thoroughfares before 8:30 a.m. or after 2:30 p.m. without authorization from the City's Public Works Director, or assigned designee(s).

11.7 Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this agreement and the contractor and any subcontractor shall comply with and be governed by the laws of the State of California.

11.8 Maintenance Schedules – Within ten (10) business days after the effective date of the agreement, the Contractor shall submit a work schedule to the City for approval. When actual performance differs substantially from previously scheduled work, the contractor shall submit for approval, revised schedules within five (5) working days.

11.9 Contractor's Staff – The contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. At no time shall the Contractor allow its crew, including subcontractors, to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks. A qualified, English-speaking foreman in the employ of the contractor shall supervise all of the contractor's maintenance personnel. At least one (1) member of each crew working at each site shall be fluent in English.

11.10 If any person employed by the contractor or any subcontractor shall fail or refuse to carry out the directions of the City's Contract Officer, or is in the opinion of the City's Contract Officer, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the City's Contract Officer. The Contractor shall transfer or discharge any such person within a reasonable time following notice therefor from the City's Contract Officer and such person shall not be employed at any other area maintained by the Contractor for the City except with the written consent of the City's Contract Officer.

11.11 Contractor shall require employees to wear appropriate clothing while working in the City. This shall include proper work shoes and other clothing and gear required by Federal and/or State Safety Regulations.

11.12 Contractor vehicles must be white and shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. The City shall approve signs.

11.13 Signs/Improvements – The Contractor shall not post advertising signs and banners within the maintenance areas. All traffic control and public safety signs used by the Contractor shall be kept "graffiti free" at all times.

11.14 Contractor shall remove and dispose all unauthorized signs and advertising within the maintenance areas.

11.15 Utilities – City shall pay for the maintenance-related water and electrical utilities.

11.16 Storage Facilities – City shall not provide any storage facilities for the Contractor.

Project Locations and Maps

Medians					
No.	Location	From	To	Approx. Length (Miles)	Total Area (Sq Ft)
1	223 rd St. Medians	Wilmington Ave	Avalon Blvd	0.863	30,805.07
2	Alameda St. Medians	Del Amo Blvd.	Sepulveda Blvd.	1.9	112,250.59
3	Albertoni Median	Figueroa St	Broadway	0.116	6,147.84
4	Avalon Blvd. North Medians	Del Amo Blvd	Alondra Blvd	2.63	292,032.05
5	Avalon Blvd. South Medians	Sepulveda Blvd	Del Amo Blvd	2.7	100,083.44
6	Bitterlake Service Medians	Lysander Dr	Scudder CT	0.4218	58,048.91
7	Carson St. Medians	405 South	Wilmington Ave	0.75	33,665.69
8	Carson Street Medians & Pkwys.	Figueroa St	405 South	1.436	56,038.55
9	Central Ave. Medians	91 Fwy	Del Amo Blvd	1.7	59,740.50
10	Del Amo Blvd. Medians	Wilmington Ave	Figueroa St	2.75	135,211.99
11	Dominguez St. Medians	Avalon Blvd	Leapwood Ave	0.0527	5,855.95
12	Figueroa Service Medians	Carriagedale Dr	228 th St Westside & Eastside	1.667	97,755.99
13	Figueroa St. North Medians	Victoria St	Carson St	2.03	79,623.50

14	Figuroa St. South Medians	234 th St.	Carson St.	1.1	47,800.87
15	Lomita Service Median	Fries Ave	Island Ave	0.07	4280.74
16	Main St. North Medians	Alondra Blvd	223 rd St	2.28	101,365.89
17	Main St. South Medians	Lomita Blvd	223 rd St	1.42	63,906.06
18	McHelen Service Medians (on 223)	Salmon Ave	McHelen Ave	0.089	2973.67
19	Santa Fe Ave. Medians	Carson St.	218 th Pl	0.0764	4,259.06
20	Sepulveda Blvd. Medians	110 Fwy	Alameda St	2.547	131,057.69
21	University Dr. Medians	Avalon Blvd	Wilmington Ave	0.8174	39,681.85
22	Victoria St. Medians	Figuroa St	Central Ave	1.224	55,482.67
23	Walnut St. Medians	Avalon Blvd	Billings Dr	0.34	18,030.47
24	Wilmington Ave. Medians	Victoria St	Lomita Blvd	3.82	186,576.08

Special Locations					
No.	Location	From	To	Approx. Length (Miles)	Total Area (Sq Ft)
25	2 Parkways on 223 rd St	Cluff St	Lucerne St	To be accessed by contractor	To be accessed by contractor
26	2 Parkways on Figueroa	234 th St	234 th St	To be accessed by contractor	To be accessed by contractor
27	Dedication Mini-Park on Main St	223 rd St	225 th St	To be accessed by contractor	To be accessed by contractor
28	Embankment slope area (runs parallel to Carson St at North side of bridge)			To be accessed by contractor	To be accessed by contractor
29	Embankment slope area just off Carson St & before bridge			To be accessed by contractor	To be accessed by contractor
30	Embankment slope area on transition road	Carson St	Alameda St	To be accessed by contractor	To be accessed by contractor
31	Embankment slope area on transition road	Del Amo Blvd	Alameda St	To be accessed by contractor	To be accessed by contractor
32	Embankment Slope parallel to Sepulveda Blvd	Wilmington Ave	Marathon Way/Phillips 66 St.	To be accessed by contractor	To be accessed by contractor
33	Parkway Main St	228 th St	235 th St	To be accessed by contractor	To be accessed by contractor
34	Parkway on Alameda St. (West side of the St.)	223 rd St underpass (under the bridge)	405 North Entrance	To be accessed by contractor	To be accessed by contractor

35	Parkway on Caroldale Ave at 235 th St			To be accessed by contractor	To be accessed by contractor
36	Parkway on Figueroa St.	230 th St	Galavan St	To be accessed by contractor	To be accessed by contractor
37	Parkway on Lomita Blvd	Island Ave	Fries Ave	To be accessed by contractor	To be accessed by contractor
38	Parkway on Main St.	225 th St	228 th St	To be accessed by contractor	To be accessed by contractor
39	Parkway parallel to transition road	Alameda St	Sepulveda Blvd	To be accessed by contractor	To be accessed by contractor
40	Parkway/Easement 100ft West of 405 South (South of Carson St.)			To be accessed by contractor	To be accessed by contractor
41	Parkways on Del Amo Blvd (North side of St.)	Tilman	East side of Del Amo Park (where Park begins)	To be accessed by contractor	To be accessed by contractor
42	Parkways on North & South side of Sepulveda Blvd (South is Tree wells only)	Wilmington Ave	Marathon Way/Phillips 66 St.	To be accessed by contractor	To be accessed by contractor
43	Parkways on Victoria St	Mettler Ave	Cairo Ave	To be accessed by contractor	To be accessed by contractor
44	Service Median on 223 rd St	Anchor Ave	Catskill Ave	To be accessed by contractor	To be accessed by contractor

Minimum Frequency Schedule

Center Medians, Service Medians, and Adjacent Treewells		
Service	Description of Service	Frequency
Litter Control	litter pickup	weekly
	hardscape cleaning	weekly
Turf	mowing	weekly
	edging, blowing off hardscape, string trimming, hand blowing	weekly, following mowing on the same day
Aeration	aeration	annual
Reseeding	reseeding	as requested
Dethatch	dethatch	annual
Ground Cover	renovation/trimming/edging	weekly
	cultivation	weekly
	hand watering	as required
	weeding	weekly
Fertilization	ground cover, shrubs, and turf	bi-annual
Shrubs/Plants	pruning	as needed
	cultivation/rmulching	weekly
Tree Maintenance	removal of suckers	weekly
	raise for clearance	as needed
Weed, Disease and Pest Control	weed and pest removal/control	weekly
	weeds - sidewalks, curbs, gutters and tree wells	weekly
	broad leaf weed spraying	bi-annual
	hard surface areas	weekly
Irrigation	irrigation - check schedule and inspect time clocks including sprinkler heads	weekly
	inspect coverage and valves, backflows/meters	following mowing
	hand watering	as required
	irrigation repairs	as required, to be completed with 24 hours

Compensation

Medians					
No.	Location	From	To	Monthly Price	Annual Price
1	223 rd St. Medians	Wilmington Ave	Avalon Blvd		
2	Alameda St. Medians	Del Amo Blvd.	Sepulveda Blvd.		
3	Albertoni Median	Figueroa St	Broadway		
4	Avalon Blvd. North Medians	Del Amo Blvd	Alondra Blvd		
5	Avalon Blvd. South Medians	Sepulveda Blvd	Del Amo Blvd		
6	Bitterlake Service Medians	Lysander Dr	Scudder CT		
7	Carson St. Medians	405 South	Wilmington Ave		
8	Carson Street Medians & Pkwys.	Figueroa St	405 South		
9	Central Ave. Medians	91 Fwy	Del Amo Blvd		
10	Del Amo Blvd. Medians	Wilmington Ave	Figueroa St		
11	Dominguez St. Medians	Avalon Blvd	Leapwood Ave		
12	Figueroa Service Medians	Carriagedale Dr	228 th St Westside & Eastside		
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36	Parkway on Figueroa St.	230 th St	Galavan St		
37	Parkway on Lomita Blvd	Island Ave	Fries Ave		
38	Parkway on Main St.	225 th St	228 th St		
39	Parkway parallel to transition road	Alameda St	Sepulveda Blvd		
40	Parkway/Easement 100ft West of 405 South (South of Carson St.)				
41	Parkways on Del Amo Blvd (North side of St.)	Tilman	East side of Del Amo Park (where Park begins)		
42	Parkways on North & South side of Sepulveda Blvd (South is Tree wells only)	Wilmington Ave	Marathon Way/Phillips 66 St.		
43	Parkways on Victoria St	Mettler Ave	Cairo Ave		
44	Service Median on 223 rd St	Anchor Ave	Catskill Ave		

Price Schedule – Extra Work

PRICE SCHEDULE - EXTRA WORK - REQUIRED FROM ALL BIDDERS

To be paid on a time and materials basis. Total cost, in writing, per project, will be required before authorization of work in this category.

LABOR:	COST PER HOUR
Foreman/Crew Leader	\$ _____
Holidays and Weekends	\$ _____
Worker/Labor	\$ _____
Holidays and Weekends	\$ _____
Irrigation Specialist	\$ _____
Holidays and Weekends	\$ _____
Additional employee classification	\$ _____
Holidays and Weekends	\$ _____

LABOR – PLANTING PER CONTAINER:	COST PER UNIT
Flat	\$ _____
1-Gallon	\$ _____
5-Gallon	\$ _____
15-Gallon	\$ _____
24" Box	\$ _____

EQUIPMENT:	COST PER HOUR
Pickup Truck	\$ _____
Flatbed Truck	\$ _____
5 Yard Dump Truck	\$ _____
Trencher	\$ _____
Mini Excavator	\$ _____

PRICE SCHEDULE – INSTALLATION OF NEW IRRIGATION

Drip irrigation (per ln. ft) \$ _____

Sch 40 ¾" PVC (per ln. ft) \$ _____

Sch 40 1" PVC (per ln. ft) \$ _____

Sch 80 ¾" PVC (per ln. ft.) \$ _____

Sch 80 1" PVC (per ln. ft) \$ _____

PRICE SCHEDULE - NEWLY DEVELOPED AREAS

Maintenance of additional landscape in medians \$ _____

(per sq. ft.)

Project Name/No.: _____
Project Manager: _____

Contract No.: _____
Approved: _____

**PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2023, by and between the City of Carson, a California charter city (“**City**”) and _____ (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “**Party**” or “**Parties**.”

RECITALS

- A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.
- B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference. The Scope of Services shall include Contractor’s Proposal or Bid Documents submitted for the project entitled _____ (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Proposal**” or “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced,

or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2018 Edition of the Standard Specifications for Public Works Construction, as updated by errata, (“Greenbook”) are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“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 this contract.”

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the “Schedule of Compensation,” attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor’s expenses, of [REDACTED] Dollars (\$ [REDACTED]) (“**Contract Sum**”) for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor’s Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor’s first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor’s correct and undisputed

invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within _____ (____) calendar days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

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

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (“Principals”) are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be **Freddy Loza, Landscape Building Maintenance Superintendent** or any other person as may be designated by the City’s Director of Public Works or City Engineer. It shall be the Contractor’s responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City’s Director of Public Works

or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform

Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnatee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed \$25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event

Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before

the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor 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 will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. 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 City shall provide the Contractor 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 City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) 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.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims

shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City 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 related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid

conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address

by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

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

9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or

other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California charter city

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONTRACTOR:

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: _____

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING:	_____ DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	_____ DATE OF DOCUMENT
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Contractor shall complete work for the Project in accordance with the following:

DESCRIPTION	QUANTITY	PRICE
-------------	----------	-------

II. The City will compensate Contractor for work performed and expenses incurred toward completion of the Project upon submission of a valid invoice. In addition to what is required under Section 2.2 of the Agreement, each invoice is to include:

- A. Line items for all personnel describing the work performed.
- B. Line items for all materials and equipment properly charged to the Project.
- C. Line items for the price and quantity of all materials, equipment and work.
- D. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- E. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Project.

III. The total compensation for the Project shall not exceed \$ _____ as provided in Section 2.1 of this Agreement.

**EXHIBIT D
PAYMENT BOND**

PROJECT NO. _____

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of _____ **U.S. Dollars and _____ Cents** (\$_____). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.