

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF CARSON**

**and**

**LOS ANGELES CONSERVATION CORPS, INC.**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF CARSON AND  
LOS ANGELES CONSERVATION CORPS, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF CARSON, a California municipal corporation (“City”) and LOS ANGELES CONSERVATION CORPS, INC., a California nonprofit corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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:

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

### 1.2 Consultant’s Proposal.

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

### 1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

### 1.4 Licenses, Permits, Fees and Assessments.

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

### 1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services 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, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

### 1.6 Care of Work.

The Consultant shall adopt reasonable methods 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 may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 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 Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Four Hundred Thirty Three Thousand Three Hundred Seventy Nine Dollars and Eighty Nine Cents (\$433,379.89)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of **\$433,379.89** for each Extension Term, consistent with Exhibit "C."

## 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

## 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

## 2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant 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 Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant 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 any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

**ARTICLE 3. PERFORMANCE SCHEDULE**

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

4.1 Representatives and Personnel of Consultant.

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

<u>Carlos Campero</u>	<u>Director Conservation Programs</u>
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant’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 Consultant.

Consultant 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. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant’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. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Raymond Velasco, P.E., Public Works Operations Manager, or as otherwise designated by the City Manager. It shall be the Consultant’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing

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

#### 4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, 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 Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant 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. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, 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 Consultant, 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 Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### 5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least \$1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 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.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant 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.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

\_\_\_\_\_  
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

### 5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that

design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

#### 5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### 6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies 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 Contract Officer 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 Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (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 Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant 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.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant 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, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the

estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### 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 Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership 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 Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the 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 Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, 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) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer 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 Consultant gives City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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 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 Consultant 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 Central District of California, in the County of Los Angeles, State of California.

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

#### 7.4 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 Consultant 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.

#### 7.5 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.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

#### 7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to

this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**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 Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant 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 Consultant's performance of services under this Agreement. Consultant 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 Contract Officer. Consultant 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 her/his financial interest or the financial interest of any corporation,

partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### 8.3 Covenant Against Discrimination.

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

### 8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant 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, Consultant 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 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 Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, 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.

### 9.2 Interpretation.

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

### 9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals,

electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 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 Consultant 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.

9.5 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.

9.6 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 "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant 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. Consultant 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. Consultant 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.

Consultant's Authorized Initials \_\_\_\_\_

9.7 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 municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[rjl]

CONSULTANT:

LOS ANGELES CONSERVATION CORPS, INC.,  
a California nonprofit corporation

By:\_\_\_\_\_  
Name: Wendy Butts  
Title: CEO

By:\_\_\_\_\_  
Name:  
Title:  
Address: P.O. Box 861658  
Los Angeles, CA 90086-1658

**Two corporate officer signatures required when Consultant 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. CONSULTANT’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 CONSULTANT’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.

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

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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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**EXHIBIT “A”**  
**SCOPE OF SERVICES**

- I. **Consultant (sometimes, “Contractor”) will perform the following abatement services to include but not be limited to, mowing, weed abatement, site clean-up, graffiti abatement, trash and debris removal, and basic tree well maintenance services (“Services”) on an on-call basis, as directed by City’s Contract Officer and in accordance with Exhibit “D”:**

**Scope of Services**

The following services shall be provided to the City:

- Abatement of overgrown weeds or dead vegetation to include, but not limited to: dead or hazardous trees, high weeds and shrubs;
- Abatement of graffiti that is visible from Caltrans right-of-way and adjacent City right-of way from private residential, commercial, and industrial structures; and from all City-owned property
- Clean up and removal of trash and debris to include but not limited to: discarded metal, vehicle parts, appliances, waste oil, batteries or similar materials; and
- Cleanup and removal of heavy construction or demolition materials, to include but not limited to: concrete, soil, metal rebar, wood and other miscellaneous construction debris.

**Mowing**

Mowing is defined as the removal of tall grass, weeds, vegetation, small saplings, overgrowth and weed eating. All vegetation must be cut to a height of not more than three inches (3”). Trimming must match or be below the adjacent grass or structure. Failure to rake, blow, and bag all leaves, trash and vegetation clippings will result in nonpayment.

**Debris/Trash/Junk Removal**

All visible trash, junk, debris, and litter must be removed and disposed of in accordance with all applicable laws and to the satisfaction of the City and in accordance with the City-issued work order. Tree limbs, tree parts, fallen dead trees, bushes or brush less than 6 feet high, and/or on the ground, and/or in the Caltrans and adjacent City rights-of-way, easements or in the site distance triangle, will be considered as trash, junk and debris. ‘Site distance triangle’ is defined as the required length of distance necessary to allow safe vehicular egress from a street, driveway, or alley to a major street.

As part of the scope of work, all removed materials are required to be safely transported and removed from the work sites to a legal disposal and/or recycling site(s) within Los Angeles County with priority to any local facilities. Contractor shall have the ability to send/receive work orders, invoices, and documents via electronic media. Electronic media shall be deemed to include, but is not limited to, email and fax. Email shall have the capacity of receiving and/or sending large document files, including photographs.

Contractor shall furnish, at its own expense, all equipment and materials needed for abatement services including but not limited to:

- Mowers, weed trimmers, brush hogs, saw blades, chain saws, and loaders;
- Caution tape, orange fencing, framing materials, and other materials necessary to secure the

site to ensure the health and safety of the public; and  
• Any other equipment and/or materials required to address each specific circumstance in a work order.

Clean up and/or mowing and handwork of all sites for weed control to be done on a weekly basis, or as needed. The work is tentatively scheduled to take place during the Summer/Fall of each year. Individual sites may be scheduled for; disking, mowing, handwork, trash removal, and/or site clean-up as needed at the direction of the Contract Administrator, or as determined by the Contractor's Monthly Site Inspection.

#### CLEANING AND ENVIRONMENTAL CONTROLS

1. Maintain areas free of waste materials, debris, and rubbish. Maintain sites in a clean and orderly condition. Remove waste materials, debris and rubbish from site and dispose of all trash.
2. The Contractor shall take appropriate action to ensure that no dust originates from the Maintained Areas following AQMD (Air Quality Management District) Rule 403 Dust Control Information Fugitive dust Rules and Regulations.
3. Water containing mud, silt, or other pollutants from activities, shall not be allowed to enter the ocean or placed in locations that may be subject to storm runoff.
4. Any equipment or vehicle driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or river channel shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
5. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.
6. The Contractor shall comply with all litter and pollution laws. All Contractors and subcontractors shall also obey these laws and it shall be the responsibility of the Contractor to ensure compliance.

#### GRAFFITI REMOVAL

Methods of graffiti removal include painting over (matching existing painted surface or City approved colors), chemical remover, water-blasting or other eradication procedures approved by the City. Contractor shall determine the most effective method of removal for each location. For walls or other surfaces facing the public right-of-way, Contractor shall use one of the standard colors identified by the City. For City-owned facilities, City will provide the paint color code for each building. Graffiti shall be removed from bare block walls and concrete by use of chemicals, water-blasting or other industry standard accepted procedures. Exceptions are when the walls have been previously painted or if it is in an unsafe location to use methods other than painting. Graffiti shall be painted over and to one (1) foot horizontally beyond the graffiti. If there are fence posts and the posts are ten (10) feet or less between centers, the entire segment of the wall between the fence posts shall be painted. Generally, walls are 6' (six feet) in height and shall be painted from ground level to the top of the wall. On walls over 6' (six feet) in height, graffiti shall be painted over and the wall painted up to a height of 6' (six feet) or to cover all the graffiti, whichever is higher. If the wall has a capstone, the wall shall be painted to the bottom of the capstone. If the capstone has graffiti, then the capstone shall be painted over with a color that matches the existing color.

#### SERVICE ZONE AREAS TO BE MANAGED

Contractor shall be responsible for removing graffiti in the areas identified below, but not limited to the following:

- Walls adjoining arterial, collector, and residential roads.
- Sidewalks.
- Street signs.
- Utility boxes.
- Traffic signal equipment.
- City Parks (and equipment in the parks such as play and/or exercise equipment, picnic tables, benches, restroom structures, etc.).
- Exterior of City-owned buildings.
- Asphalt.

Contractor shall not remove graffiti from the following area, unless approved in writing by the City's Contract Officer prior to any service (list is not all inclusive and more items may be added):

- Private property, including homes, commercial property and parking lots.
- County river channels (Contractor to remove graffiti on residential walls facing County river channels).
- Construction markings on walls/streets.
- Caltrans traffic poles and control boxes within the City.

#### WORK PRIORITIZATION

1. Any reports of vulgar or gang related graffiti.
2. Written requests from City's Contract Officer.
3. All remaining requests from old to new.

#### AUTHORIZATION OF WORK ON PRIVATE PROPERTY

Abatement on private property includes services as outlined below.

Grffiti removal on private property shall be completed by the Contractor ONLY when there is a signed consent letter issued by the City. The City shall provide the Contractor with a list of approved properties. The Contractor shall notify the City of properties requesting graffiti removal, which have no signed consent letter. Unless notified otherwise by the City's Contract Officer, graffiti shall be removed so no trace of the pre-existing graffiti remains.

Prior to beginning any work order, Contractor shall take digital color photographs of the work location in the manner prescribed by the City, and photographs shall be date- and time-stamped. Contractor's photographs shall include the property condition before the abatement showing grass/weed height, trash, junk and debris on property, tires, any unsecured openings to be secured, hanging dead tree limbs to be removed, standing dead trees to be removed, etc. Failure to submit proper "before" photographs may result in termination of the Agreement. Contractor shall take digital color photographs of the work location after all work is completed, including loaded vehicles showing the trash/junk debris and that was removed. These photographs shall be dated, time-stamped and shall be submitted electronically by email to the City. Failure to submit proper "after" photographs will result in termination of the Agreement. Contractor shall provide dated and time stamped digital photographs with all invoices and estimates, both prior and after completion of work. All costs associated with photography shall be the contractor's responsibility. The City's Contract Officer must approve in writing and in advance, any other source of digital media.

#### BASIC TREE WELL MAINTENANCE

Tree wells are intended both to support the growth of healthy trees and to retain stormwater runoff. Tree wells retain stormwater runoff via interception and evaporation of direct precipitation, and infiltration and evapotranspiration of runoff. City's Contract Officer will identify and provide a list of those tree wells that shall be maintained by the Contractor.

#### Maintenance

When appropriately sited and designed, tree wells should require relatively limited maintenance. Inspection and maintenance activities may include the following:

- Tree Health: Routine tree maintenance actions as necessary (e.g., pruning, watering young trees)
- Dead or diseased tree: Remove dead or diseased tree. Replace per original plans.
- Standing water in tree well for longer than 24 hours following a storm event: Loosen or replace soils surrounding the tree to restore drainage.
- Presence of mosquitos/larvae: Disperse any standing water from the tree well to nearby landscaping. Loosen or replace soils surrounding the tree to restore drainage (and prevent standing water).
- Accumulation of sediment in tree well surface ponding area(s) should be periodically removed to prevent clogging and to promote healthy trees without excessive sediment build-up near the base.
- Trash and debris build-up inlet or surface ponding areas: remove trash and debris.
- Entrance / opening to the tree well is blocked such that stormwater will not drain into the tree well (e.g., a curb inlet opening is blocked by debris or a grate is clogged causing

runoff to flow around instead of into the tree well; or a surface depression is filled such that runoff drains away from the tree well): Make repairs as appropriate to restore drainage into the tree well.

#### AREAS COVERED BY THIS CONTRACT

Contractor shall be responsible for basic tree well maintenance in the areas identified below, but not limited to the following:

- Parking islands
- Site entrances
- Rights-of-Way between roadway and sidewalks

#### ADDITIONAL WORK

Additional work may include, but not be limited to, the following:

1. Site cleanup needed due to vandalism, dumping, or other unforeseen anomalies.
2. Additional weed abatement due to environmental conditions.
3. Site cleanup, fence line clearing or weed abatement at sites not identified in this IFB.

In the event the Contractor is required by the City's Contract Officer and agrees to perform the additional work, the following will govern the work:

1. Additional work will not be initiated without prior written authorization.
2. An estimate of the costs and time for completion will be submitted for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. Contractor shall furnish reports of additional work on forms furnished by the Contractor, itemizing all costs for labor, materials, and equipment rental. Contractor's report shall include hours worked.
3. Work will be executed under the direction of the City's Contract Officer or the designated representative on a time and materials basis or an agreed upon lump sum price depending on the nature of the work.
4. The Contractor shall be required to begin additional work promptly once City's Contract Officer issues written authorization.
5. No work of any kind is considered as extra unless written authorization is issued by the City's Contract Officer for said extra work before work commences.
6. The City is not compelled to award additional work to Contractor. In some instances, additional bids may be solicited from other vendors or the work may be completed by City staff.

#### PERFORMANCE OF THE WORK

Contractor shall, at its own cost and expense, furnish all necessary materials, labor, transportation, and equipment for doing and performing work required under this IFB. Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work will be performed in the best manner; that any material furnished shall be subject to the approval of the City's Contract Officer; and that both work and materials will meet fully the requirements of this IFB.

#### NO ASSIGNMENT OR DELEGATION

Contractor shall not assign or delegate the duties, other than to City-approved subcontractors, or obligation under this Contract or its interest therein in whole or in part without the prior written consent of the City's Contract Officer, which may be withheld at the City's sole discretion.

#### WORKING HOURS

Working hours shall be between 7:00 a.m. to 2:30 p.m., Monday thru Friday, providing 35 hours per person, per week. The crew shall consist of five (4) crew workers and one (1) professional Supervisor. The Supervisor of the crew shall work from 8:45 a.m. to 2:45 a.m. Exceptions may be made to normal work hours where incidence of use may be too great during the specified hours to allow for proper maintenance. The City may grant, on an individual basis, written permission to perform services at other hours. City does not anticipate or guarantee the need for after hours, emergency / on-call or weekend abatement and trash removal services.

The Contractor shall conduct its work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets. The City shall have the authority to suspend the work, wholly or in part, for such a period as may be deemed necessary due to renovation or construction, or to such other conditions as are considered unfavorable for the suitable performance of the work.

At no time, will the Contractor allow its crew to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks in all service zone areas. All of the Contractor's maintenance personnel shall be supervised by a qualified, English-speaking foreman in the employ of the Contractor. At least one (1) member of each crew working at each site shall be able to communicate in English both orally and in writing.

Contractor shall require employees to wear a clean uniform identifying them as an employee of the Contractor while working in the City. This shall include proper work boots/shoes and other clothing and gear required by Federal and/or State Safety Regulations.

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, she said person 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.

#### IDENTIFICATION OF VEHICLES

The Contractor's vehicles and equipment shall be clean and neat in appearance. All vehicles and equipment shall be maintained in a safe and mechanically sound condition and clearly marked with contractor name and/or logo (sticker, decals or magnet).

#### REPRESENTATIVES

1. The City's Contract Officer is the representative of the City and, except as otherwise expressly provided herein, will make all decisions and interpretations under the provisions of the awarded contract.
2. Instructions and information given by the City's Contract Officer to the Contractor's Project Manager shall be the same as if communicated directly to the Contractor.
3. The decision(s) of the City's Contract Officer will be final and binding on all questions concerning the acceptability of materials, supplies or machinery, the classification of materials or supplies, and execution of the work.
4. The City's Contract Officer will make periodic observations of materials and completed work to observe compliance with the awarded contract; however, is not responsible for the site conditions, operations, equipment, Contractor personnel, or the maintenance of a safe place to work or any safety in, on, or about the work sites.

#### INDEPENDENT CONTRACTOR

The Contractor in the performance of the work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

#### SUBCONTRACTORS

1. All subcontracts, if any, shall contain a reference to the Contract between the City and the Contractor, and the terms of the Contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby.
2. Nothing contained in this IFB shall be construed as creating any contractual relationship between any subcontractor and the City.
3. The Contractor shall be considered the employer of any subcontractor, and as fully responsible to the City for the acts and omissions of persons employed by them for the acts and omissions of persons directly employed by Contractor.

4. The Contractor shall be responsible for the coordination of the subcontractors, and material suppliers engaged upon its work. It shall be Contractor's duty to see that all of its subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workers are remedied at Contractor's expense.
5. The City will not undertake to settle differences between the Contractor and its subcontractors or between subcontractors.

#### **COMPLIANCE WITH FEDERAL AND STATE LABOR PROVISIONS**

Contractor and all subcontractors shall comply with all applicable Federal and State labor provisions, including but not limited to the payment of California minimum wage. If applicable, Contractor shall comply with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, applicable to the payment of prevailing wages for those classifications designated by the Department of Industrial Relations.

#### **TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be performed properly with due regard to the rights of the public. The Contractor shall furnish and maintain all signs to safely guide the public through the Maintained Areas, and as directed by the City's Contract Officer.

#### **COOPERATION WITH OTHER WORK FORCES**

The City reserves the right to perform other work at or near the service zone areas at any time by the use of its own forces or other contractors. Other contractors, utilities and/or public agencies and their contractors, and City personnel may be working in the vicinity. There may be some interference between these activities and the work completed under this IFB. The Contractor shall cooperate and coordinate its work with that of other work forces to assure timely completion of work.

#### **MATERIALS STORAGE**

No facilities will be available for the storage of materials or supplies used in connection with the performance of the work.

All materials to be cleaned-up on the site shall be disposed of by the Contractor by the following method:

(1) Removal: The Contractor shall remove, haul away and dispose of the debris and other materials at its own expense. All applicable laws and regulations shall be complied with.

The site shall be inspected to ensure that adequate site clearing has been performed. Any additional removals required by the City's Contract Officer shall be performed at the Contractor's expense. Contractor shall inform City's Contract Officer when work at each site has been completed.

#### **DATA TO BE FURNISHED BY THE CONTRACTOR**

The Contractor shall furnish the City's Contract Officer with such information as it may desire respecting the progress and manner of the work, including all information necessary to determine its costs, such as the number of persons employed, their pay, the time during which they worked on site and other pertinent data. This may be requested at any time and must be turned over to the City within five (5) days of request.

#### **OFFICE, TELEPHONE & RADIOS**

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 Contractor by radio or pager. 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. Contractor staff shall be capable of communicating with City staff using cellular phones.

#### **LAWS AND REGULATIONS**

The Contractor shall obey all laws, ordinances, and regulations affecting those engaged or employed on the work, or the materials used in the work, or in any way affecting the performance of the work, and of all orders

and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract Documents, or in this IFB, in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same in writing to the Contract Administrator.

#### **BID COSTS**

The monthly prices and lump sum amounts to be paid for the areas listed in the Bid Schedule shall include full compensation for furnishing all labor, materials, supplies, trash bags, tools, equipment and incidentals necessary to complete the work under the Contract. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean up and all other items incidental to the work.

#### **COMPLETION, VERIFICATION AND APPROVAL OF WORK**

The Contractor shall submit to the City's Contract Officer a list of locations with pictures where abatement and clean up services have been completed. The list shall include, but is not limited to, the following: 1) address of each work site, 2) number of square feet involved at each site, 3) summary of methods used to remove the graffiti. City shall have access, at no cost, to any database owned or maintained by Contractor utilized in weed and graffiti abatement operations for the City.

#### **ENVIRONMENTAL COMPLIANCE**

Contractor is also responsible to be environmentally friendly and National Pollutant Discharge Elimination System (NPDES) compliant. Contractor is to implement Best Management Practices (BMPs), clean up all paint spills and keep all water used in water-blasting out of the storm drain system. All paint and paint containers shall be disposed of properly at Contractor's expense.

#### **WORK BY CITY FORCES DUE TO NON-CONFORMANCE OF CONTRACT**

Should the Contractor fail to correct deficiencies or public nuisances that have been created because of his operation, then these will be considered to be an emergency nature and cause for the City to take corrective action. Such action will be done on a force account basis for any City related costs, including but not limited to time and materials.

#### **DEFECTIVE WORK**

The Contractor shall redo at its own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If Contractor refuses or neglects to redo such defective work, prior to acceptance of the work, it may be performed by the City at the expense of the Contractor, plus 30% for overhead expenses, and Contractor's sureties shall be liable.

#### **EMERGENCY WORK**

In case of an emergency that threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the City, as the situation may warrant. Contractor shall notify the City of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents regarding the expense, shall be submitted to the Contract Administrator within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work.

If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from Contractor's payment as provided in the Contract Documents. The performance of emergency work by City forces will not relieve the Contractor of any of its responsibilities, obligations, or liabilities under the Contract.

#### PROTECTION OF PROPERTY

All public and private property or improvements shall be safely guarded from damage or loss by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, it shall immediately notify the proper owners or authorities. The Contractor shall pay all damages and losses incurred.

#### CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

##### Risk of Loss:

Except as otherwise provided and except as to the cost of repair or restoration of damage to the work caused by force majeure, the Contractor shall bear all losses resulting from the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the work is different from what is assumed. "Force majeure" shall include, but not be limited to, declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, labor disputes, fires, explosions, floods, earthquakes or other acts of God.

#### MATERIALS AND FACILITIES

The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of its failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any materials so furnished and for the care of all work until its completion and final acceptance. Contractor shall at its own expense replace damaged or lost materials and repair damaged parts of the work.
2. The Contractor shall protect City facilities and Caltrans Right of Way from damage resulting from its work. City facilities and Caltrans Right of Way damaged by, or as a result of, the Contractor's work under this Contract shall be repaired or replaced, as directed by the Administrator, at the Contractor's expense.
3. The Contractor shall remove from the vicinity of the completed work all rubbish, unused material, and other materials belonging or used under its direction during work.
4. All damages that, in the City's opinion, are due to the Contractor's operations shall be repaired at the Contractor's expense and be completed in accordance with the following maintenance practices:
  - a. Turf areas: All damage as a result of Contractor's operations shall be replaced or repaired at the Contractor's expense. The City shall have sole responsibility to determine repairs or replacement with sod.
  - b. Shrubs and plants: All areas damaged or scratched by the Contractor shall be repaired or replaced by the Contractor.
  - c. Chemicals: All damage resulting from chemical operations shall be corrected, as directed by the City's Contract Officer.
  - d. Trees: Trees damaged by Contractor's operations shall be replaced using the International Society of Arboriculture (ISA) tree appraisal procedures for determining the size of replacement trees.
5. The Contractor, at its own expense, shall pay all taxes properly assessed against its equipment, materials, or property used or required in connection with the work.

Unless otherwise specified, the Contract time shall commence upon the date of issuance of the City's written Notice to Proceed. The Contractor shall commence work within 15 days thereafter or on the date stipulated in the Notice to Proceed.

The Notice to Proceed will not be issued until the Contract is properly executed, and all required bonds and insurance certificates have been submitted and approved.

#### PERFORMANCE OF WORK

Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time frames. The Contractor expressly proposes that it has taken into consideration and made

allowances for all ordinary delays and hindrances to the work to be performed and that it will complete the work within the specified time frames.

#### SUSPENSION OF WORK

##### Climatic Conditions:

The City's Contract Officer may suspend the work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation. No extension of time will be granted for suspension of work unless the suspension affects the timely completion of all work or the timely completion of a portion of the work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the City's Contract Officer and the Contractor on each day that work is suspended.

##### Safety Hazard:

The City's Contract Officer may suspend operations if they determine that an imminent safety hazard exists.

#### INITIAL SCHEDULE

Within 48 hours after the Notice to Proceed has been given, and prior to the start of any work, the Contractor shall submit to the City's Contract Officer for approval three (3) copies of its proposed schedule of activities as outlined in Part 3, Technical Specifications. If the City's Contract Officer notifies the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within five (5) working days thereafter.

The schedules shall be in a form acceptable to the City's Contract Officer. The schedule shall also contain a list of all applicable tasks including the time and location of the task, and the labor force used to complete the task.

#### MONTHLY INSPECTION REPORTS /REVISED SCHEDULES

Contractor shall perform a monthly maintenance inspection of all the Weed Abatement Areas. Contractor shall submit to the City's Contract Officer an inspection report which shall include details of site conditions, the proposed abatement activities, and the maintenance schedule for the quarter in which the monthly inspection takes place. The schedule shall also include anticipated start and end dates for all work to be completed. The Monthly Inspection report and associated schedule shall be emailed to the City's Contract Officer no later than the 7th day of each month. No additional compensation will be made for the Monthly Inspection report and associated schedule.

#### CHANGES IN WORK

##### CHANGES INITIATED BY CITY

The City reserves the right to make such alterations, deviations, additions to or deletions from the IFB including the right to increase or decrease the frequencies of any item of work, or to add or omit any item of work or area maintained, and to require such changes in the work as are determined by the Administrator to be necessary or advisable for proper completion or construction of the whole work contemplated.

In the event City desires to add additional facility sites to the Maintained Areas, these additions shall be made at the rates listed in Contractor's Compensation Schedule.

#### EXTRAORDINARY REPAIRS

Contractor shall process a separate invoice requesting payment for approved extraordinary repairs. All invoices submitted by the Contractor shall be in duplicate.

#### WITHHOLDING AND DEDUCTIONS

The City may withhold and/or deduct payment to such extent as may be necessary to protect the City from loss due to:

1. Work required in the IFB which is defective, incomplete, or not performed.
2. Claims filed or reasonable evidence indicating probable filing of claims for damages caused by the Contractor to private or public property.
3. Expenses incurred by the City to perform work required in the IFB that the Contractor performed in a defective or incomplete manner. The Contractor shall be required to pay any excess costs for completing work that is incomplete, not performed or not satisfactory to the City, even if the costs exceed the Contractor's proposed prices.
4. Failure to participate in, fulfill, and/or respond to the scheduled maintenance inspections.
5. Costs incurred by the City due to extra administration and/or inspection times.
6. Failure to notify the City of damage or vandalism, costs for any remedial work in excess of the original cost for repairs may also be deducted and withheld from payments.
7. Failure to submit required maintenance schedules and reports. \$100 shall be deducted for each day that the schedules are not received by the City indicating work to be accomplished by the Contractor. \$100 shall be deducted from the Contractor's monthly invoice for each report that is not submitted by the Contractor identifying facility conditions during Contractor's inspections.
8. Due to the nature of the work, an exact cost cannot be assigned to each task. Therefore, \$100 per day will be deducted for each deficiency that is not corrected by the Contractor.
9. Weed Abatement fines received by the City for a site under this contract and due to the lack in response to the abatement schedule will be deducted from the Contractors submitted invoice.

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- A. Monthly inspection reports for weed abatement areas required and detailed in Section I. of this Exhibit "A."
  - B. Reports required for additional work as required and detailed in Section I. of this Exhibit "A."
  - C. Other reports as required and detailed in Section I. of this Exhibit "A."
  - D. As requested by City's Contract Officer.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**
- A. As required and detailed in Section I. of this Exhibit "A."
  - B. As requested by City's Contract Officer.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
- A. 5 member participants
  - B. Crew Supervisor
  - C. Direct Manager

**EXHIBIT “B”**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

The Agreement is hereby amended as follows (deletions shown in ~~striketrough~~ and additions shown in ***bold italics***):

**I. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:**

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an “Extension Term”). The not to exceed compensation for Services performed during each Extension Term shall be consistent with the annual prices listed in Exhibit “C.”***”

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following tasks at the following rates:**

Estimator:	Carlos Campero	<b>City of Carson Clean Team Proposal</b>			
Address:	941 W. Cressey Street, Compton, Ca 90222				
Phone:	213 - 210-7626				
Fax:	n/a	Work consisting of Weed and litter abatement, bulky item pick up, tree well cleaning, Center Median clean up, Graffiti and on call pressure washing and other potential work to be negotiated between both parties 08.23.2023			
<b>Description</b>		<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Total</b>
<b>Clean Team</b>					
Includes crew labor, coordination, tools, supplies, equipment and vehicle		1	Yr	\$ 381,379.89	\$ 381,379.89
<b>Trash disposal</b>					
Based on Current trends on other similar projects. Actual costs will be based on actual collections***		520	Ton	\$ 100.00	\$ 52,000.00
Pressure washing at 20 hours a month		240	hours	\$ 165.00	\$ 39,600.00
<b>Totals</b>					
Subtotal					\$ 433,379.89
					\$ -
<b>Total Cost</b>					<b>\$ 433,379.89</b>

*\* work includes 5 Corps member participants, one crew supervisor, and Direct Management.  
All costs include vehicle, tools, equipment and necessary insurances  
Pressure washing cost is inclusive of labor (generally a 3 man crew), materials, equipment, BMPs, and transportation. Pressure washing will be on an as needed or called upon basis at a rate of \$165 per hour. The total dollar amount for pressure washing would increase as requested  
\*\*\* IF LA Corps is allowed to dump at City of Carson transfer facility the cost of this estimate would be reduced by \$52,000*

The \$433,379.89 annual amount listed above is based on a 5-day work week over 52 weeks. This breaks down to a daily cost of \$1,666.85. The daily rate is further broken down as follows:

ITEM NO.	DESCRIPTION	DAILY CREW RATE (8 HOUR WORKDAY TO INCLUDE MIN OF (4) CREW WORKERS AND (1) SUPERVISOR)
1	GENERAL SERVICES SCOPE: WEED ABATEMENT, TRASH/CLEANUP, BASIC TREE WELL MAINTENANCE, ETC.	\$1,514.54
2	ADDITIONAL SERVICES: GRAFFITI ABATEMENT	\$152.31
<b>TOTAL BASE BID AMOUNT</b>		<b>\$1,666.85</b>

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
  
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
  - A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B.** Line items for all materials and equipment properly charged to the Services.
  - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
  
- IV. The total compensation for the Services shall not exceed \$433,379.89 as provided in Section 2.1 of this Agreement.**

**EXHIBIT “D”**  
**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all Services timely in accordance with the following:**

The City’s Contract Officer will issue periodic work orders detailing the scope of work to be completed, the anticipated cost to City which will be in accordance with Exhibit “C,” and the number of working days within which such work will be completed. The scheduling of each work order will be determined solely by the Contract Officer.

**II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A. Monthly inspection reports for weed abatement areas required and detailed in Section I. of this Exhibit “A.”
- B. Reports required for additional work as required and detailed in Section I. of this Exhibit “A.”
- C. Other reports as required and detailed in Section I. of this Exhibit “A.”
- D. As requested by City’s Contract Officer.

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**