

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
SWAYZER CORPORATION**

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 SWAYZER CORPORATION, a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

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

1.3 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 the Agreement.

1.4 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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of **Sixty Thousand Dollars and Zero Cents (\$60,000.00)** (“Contract Sum”).

2.2 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 subcontractor contracts. Subcontractor 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, 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 the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 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 cost 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 but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

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 thirty (30) 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) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Samuel Swayzer, President, and Ezekiel Swayzer, CFO, are hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. 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, and shall keep City informed of any changes.

4.2 Contract Officer. Freddy Loza, LBM Superintendent, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

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. Consultant shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City.

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 this 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 endorsement 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.

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

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, 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, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

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 or as the Contract Officer shall require.

6.3 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 the City without prior written authorization from the Contract Officer.

(b) Consultant 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 the City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify the City should Consultant 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 thereunder. The 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 the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the 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 the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. 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.

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. 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, 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. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 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 any legal action under this Agreement.

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.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract 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 Contract 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. 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, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". 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.

7.5 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.

8. MISCELLANEOUS

8.1 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 ensure 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

8.2 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.

8.3 Notice. 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.

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

8.5 Severability. In the event that part of 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 portions 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.

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

8.7 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, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. 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 or 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 _____

8.11 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 the 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
[jig, rjl]

CONSULTANT:

SWAYZER CORPORATION, a California corporation

By:_____
Name: Samuel Swayzer
Title: President

By:_____
Name: Ezekiel Swayzer
Title: Chief Financial Officer

Address: 1665 E. Del Amo Blvd.
Carson, CA 90746

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.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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NUMBER OF PAGES

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform complete landscaping services (the "Services") in the manner described herein, with the Contract Officer to designate and determine all locations at which Consultant will perform Services.

A. Complete landscape maintenance on all work sites described below, including, but not limited to maintenance of shrubs and ground cover plants; weed control, control of all plant diseases and pests, mowing pathways, and drainage systems, irrigation systems, and other maintenance required to maintain the work sites in safe, attractive and usable condition and maintain all plant material in good condition with horticulturally acceptable growth and color. Any tree work below 6 feet, such as clearance for mowing, shall be done to current International Society of Arboriculture and ANSI A300 standards.

NOTE: Tree trimming above 6 feet, will be completed by the City and is excluded from this scope of work.

B. Consultant shall remove all weeds from landscaped areas of medians by hand, equipment, tools or using a product, and remove all dead plant material from landscaped areas in addition to disposing of all debris and litter removed from the maintenance operations. Consultant shall have Temporary Traffic Control per the W.A.T.C.H Manual and without the need to submit traffic control plans.

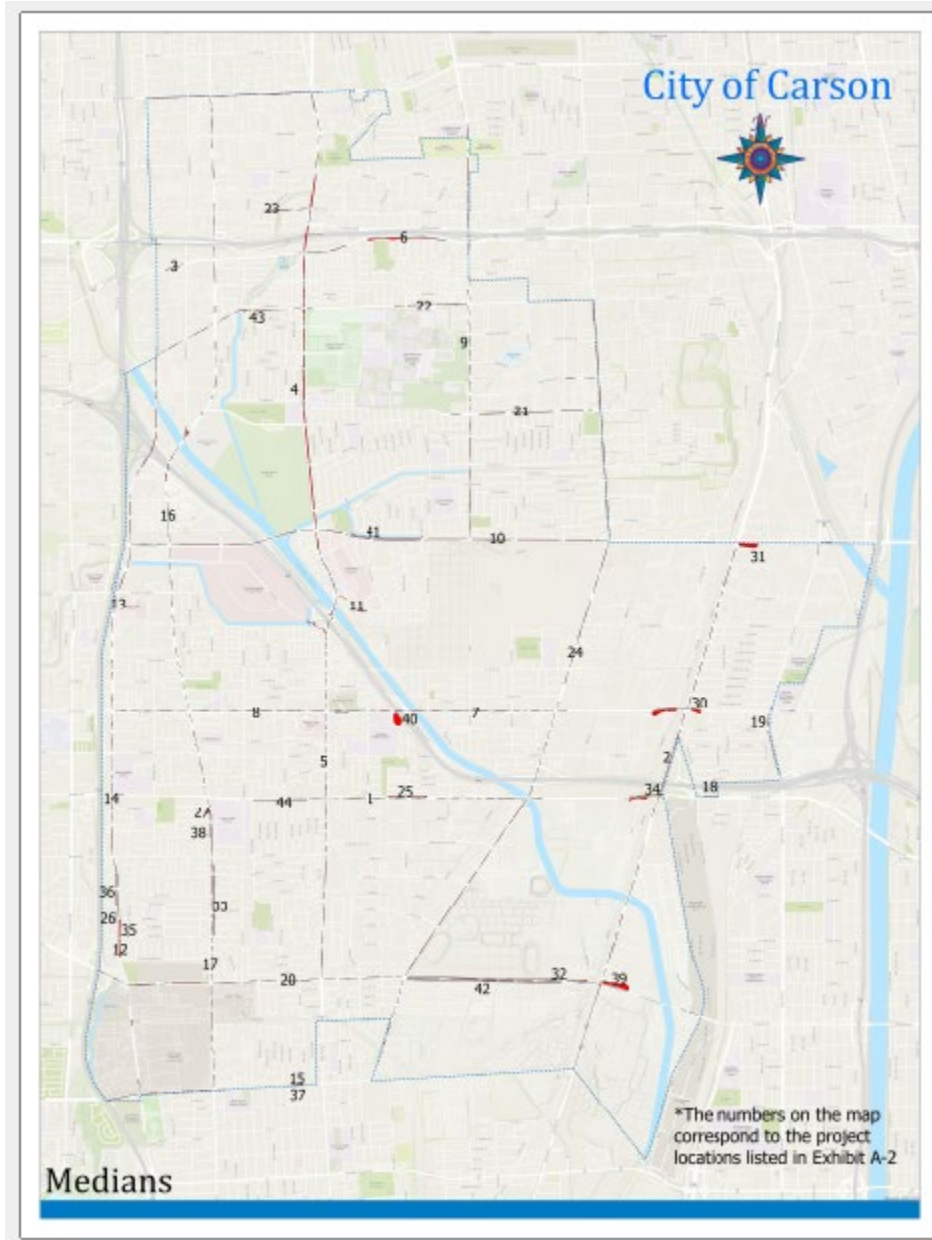
Project Locations and Maps

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

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

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

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



C. SCHEDULING OF WORK

The Consultant shall accomplish all normal landscape maintenance required under this contract between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. Exceptions may be made to normal working hours, where incidences of use may be too great during the hours specified to allow for proper maintenance. The Contract Officer may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise which would cause annoyance to residents of any area shall be commenced before 8:00 a.m. The Consultant shall establish a schedule of routine work to be followed in the performance of this contract.

A copy of the schedule shall be provided to the Contract Officer. Any changes in scheduling shall be reported, in writing, to the Contract Officer immediately and Consultant shall provide weekly reports of all activities.

1. METHOD OF PERFORMING WORK

NOTE: All irrigating (described below) must be done in accordance with any and all water conservation mandates imposed on the City by governing agencies and coordinated with the Contract Officer.

A. Irrigation

- 1) Irrigation shall be done by the use of automatic or manual sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Consultant of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.
- 2) The Consultant shall inspect the operation of the system at least once per week to keep the system operation at an optimum level of efficiency. The Consultant shall maintain all sprinkler systems, at no cost to the City, in such a way as to: guarantee proper coverage and full working capability; and make whatever adjustments necessary to prevent run-off into street right-of-ways or other areas not meant to be irrigated.
 - a. Whenever possible, automatic irrigation shall be programmed to start between the hours of 10:00 p.m. and 6:00 a.m. or as directed by the Contract Officer. The Consultant shall be responsible for reprogramming controllers during inclement weather to conserve water. Consultant shall pay particular attention to areas requiring hand watering and apply proper amounts to assure normal growth, health and appearance.
- 3) This periodic inspection may occur more often, but not less frequently than one inspection each week. All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Consultant shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.
- 4) Medians shall be irrigated Monday through Friday as required, to maintain horticulturally accepted growth and color and to encourage deep rooting, or as directed by Contract Officer. Medians shall not

be irrigated Saturdays or Sundays.

- 5) Landscape: Improved banks and slopes shall be irrigated Monday through Friday, as required, to maintain horticulturally acceptable growth and color, and to encourage deep rooting.
- 6) Shrub beds shall be irrigated, as required, to maintain horticulturally acceptable growth and color, and to promote deep rooting. Irrigation rates for shrub areas shall be applied in such a manner as to keep surface run-off at a minimum. The irrigation rate shall be adjusted to the needs of shrub-types, seasons, and weather conditions.
- 7) Newly planted trees, shrubs, ground cover and turf shall receive special attention until these plants are established. Adequate water shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period.
- 8) Any damages to public or private property resulting from excessive irrigation water or irrigation water run-off shall be charged against the contract payment. Immediate repairs must be made by the Consultant to the satisfaction of the Contract Officer/City.
- 9) Consultant shall be available 24 hours per day for emergency response and must respond to calls within one (1) hour.

B. Pruning Shrubs and Ground Cover Plants

- 1) All shrubs and ground cover plants growing in the work areas shall be pruned as required, to maintain plants in a healthy, growing condition and to maintain plant growth within reasonable bounds to prevent encroachment of passage ways, walks, streets, and view of signs or in any manner deemed objectionable by the City. Dead or damaged limbs or branches shall be cut cleanly with sharp pruning tools, with no projections or stubs remaining. Pruning shall be done in a manner to permit plants to grow naturally in accordance with their normal growth characteristics. Exceptions: box hedging may be required on some hedges or shrubs. Shearing, hedging or severe pruning of plants must be completed upon request in order to promote traffic safety as directed by the City.

C. Weed Control

- 1) All landscaped areas within the specified maintenance area

including but not limited to lawns, shrub and ground cover beds, planters and tree wells shall be kept free of all weeds. All median and landscaped areas shall be checked a minimum of once a week for the removal of weeds. For the purpose of this specification, a weed will be considered as "any undesirable or misplaced plant". Weeds shall be controlled either by hand, mechanical or chemical methods. The Contract Officer may restrict the use of chemical weed control in certain areas.

- 2) Weeding shall also include the removal of weeds growing in all Bomanite and paved or unpaved surfaces maintained under contract.

D. Disease and Pest Control

- 1) The Consultant shall regularly inspect all landscaped areas for presence of disease, insect or rodent infestation. The Consultant shall advise the Contract Officer within four (4) days of disease, insect or rodent infestation being found; Consultant shall identify the disease, insect or rodent and specify control measures to be taken and upon written approval of the Contract Officer, the Consultant shall implement the approved control measures, exercising extreme caution in the application of all spray materials, dusts or other materials utilized.
- 2) Approved control measures shall be continued until disease, insect or rodent infestation is controlled to the satisfaction of the Contract Officer. The Consultant shall utilize all safeguards necessary during the disease, insect or rodent control operations to ensure the safety of the public and the employees of the Consultant.

E. Replacement of Plant Material

- The Contractor shall notify the Contract Officer within four (4) days of the loss of plant material due to any cause.
- The Contractor shall remove and replace shrub, turf or ground cover which is damaged or lost due to Contractor's faulty maintenance or negligence as determined by the City. The size and species of replacement shrubs, turf or ground cover plants shall be as directed by Contract Officer.

F. Turf Grass Mowing and Edging - Frequency

- 1) Grass in this contract may be mowed with power propelled mowers. The mowers shall be maintained so as to provide a smooth even cut

without tearing. The reel or blade adjustment will provide a uniform level cut without ridges or depressions. Rotary mowers must be equipped with grass catchers, or mulching blades.

- 2) Mowing shall be performed weekly and all foliage cut to the accepted height for the species of grass being mowed. The Consultant may request alteration of this mowing frequency from the Contract Officer, for reasons of inclement weather or to account for seasonal adjustment.
- 3) Cool season turf shall be cut at 2-1/2" and Bermuda at 1" height or at the discretion of the Contract Officer. Turf shall be edged as specified. Consultant shall apply Pest Control Adviser approved chemicals for control of broadleaf weeds. Bermuda shall be overseeded with annual rye grass (*Lolium Multiflorum*) at a rate of six pounds per 1,000 square feet as determined by the Contract Officer. Seed shall be uniformly broadcast and applied during the month of October. All clippings shall be removed following each mowing and edging and plant debris disposed of. All grass clippings removed from City medians shall be deposited on behalf of the City of Carson for recycling as green waste in accordance with the Source Reduction and Recycling Element adopted pursuant to Public Resources Code Section 41000 et. Seq. All weight receipts for the disposal of green waste must be turned over to the Contract Officer within 4 days of receipt. Noncompliance will result in delay of payment until Consultant satisfies this requirement. Turf growing adjacent to tree trunks shall be removed to a minimum of 18" from trees so that no string trimming or mowing damages the trees.
- 4) All turf shall be edged adjacent to all improved surfaces, and where no improved surface exists, turf edges shall be maintained as if the turf area abuts a shrub bed, property line or to maintain turf delineation. Edging shall be accomplished twice monthly or more frequently if desired by the Consultant.

G. Ground Covers

- 1) Maintenance and Replacement: Ground covers are to be maintained and replaced as needed so as to form a solid mat over the surface of the ground. Ground covers must be replaced in kind unless authorization or prior approval is obtained from the Contract Officer to change the plant material.
- 2) Irrigation and Fertilization: Areas planted with ground covers shall

be adequately irrigated and fertilized to maintain the planting in a healthy condition. Frequent light irrigation is to be avoided.

- 3) Edging: Ground cover beds shall be maintained within their intended bounds, edged every two (2) weeks and shall not be permitted to encroach into lawns, shrub beds or adjacent areas, or in any manner deemed undesirable by the Contract Officer.
- 4) Renovation: Ground cover plantings shall be thinned and pruned for the health of the planting and the appearance of the site, and at such other times when directed by the Contract Officer.
- 5) Cultivation/Mulching: The open soil between plants shall be regularly mulched at the Contract Officer's discretion where the planting permits.
- 6) Replanting: Replanting shall be required to maintain the continuity of the ground cover and replacement material and labor shall be provided by the Consultant at no additional cost to the City.

H. Paved Surfaces

All paved surfaces shall be maintained in a safe, non-hazardous and usable condition at all times. The Consultant shall remove stones, paper, leaves, twigs, and all other debris from paved areas. Removal of debris from paved areas shall be done on a weekly basis. Any damage to sidewalks or surface areas requiring repair shall be promptly reported to the Contract Officer.

I. Reporting Damage or Malfunction

Any damage to or malfunction of any facility not specifically provided for above shall be promptly reported to the Contract Officer.

J. Fertilization. Aerification. Renovation Schedules

Schedule fertilization of all plantings, turf, and ground cover with a commercial fertilizer as often as required to promote healthy appearance. Water thoroughly to prevent burning. Apply at the rate recommended by manufacturer and soil test results. Test to be provided by City. Organic fertilizer is to be used where possible.

Aeration of turf areas is to be done a minimum of one (1) time per year to reduce compaction stress conditions, which will offer a greater

water penetration and reduce runoff. In those areas where soil condition is poor, top dressing may be required by the City.

Thatching all turf areas one (1) time per year at a time when there will be the least amount of stress to turf.

K. Inspection

The City shall inspect the work area to insure adequacy of maintenance and that methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the Consultant of the duty to provide continuous inspection of the work area. Discrepancies and deficiencies in the work shall be brought to the attention of the Consultant and corrected in the manner specified by the Contract Officer.

II. 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. Weekly detailed landscaping maintenance report to the Contract Officer covering all irrigation checks, any turf stress, and any pests and diseases.

III. 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.

IV. Consultant will utilize the following personnel to accomplish the Services:

- A. One (1) Landscape Supervisor
- B. Seven (7) Full-time Landscapers + one (1) Turf conversion worker

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

(new text shown in ***bold italics***, deleted text in ~~strike through~~)

I. A new Section 1.5 (Compliance with Labor and Wage Laws) is hereby added to the Agreement to read in its entirety as follows:

“1.5 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

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

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

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

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

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

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

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

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

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

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be

required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

II. 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 ***later than June 30, 2023*** ~~exceeding one (1) year from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

		RATE	TIME
A.	Maintenance of Hardscape Surfaces	2,962.50	Monthly
B.	Maintenance of Turf	\$3,950.00	Monthly
C.	Maintenance of Plant Area	\$12,837.50	Monthly

Not-to-Exceed

\$60,000.00

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

- A.** Line items for all 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.

I. The total compensation for the Services shall not exceed \$60,000.00, as provided in Section 2.1 of this Agreement.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with a schedule to be coordinated with the Contract Officer.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

Weekly detailed landscaping maintenance report to the Contract Officer covering all irrigation checks, any turf stress, and any pests and diseases.
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**