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Details Reports

File #: 2017-124 Version: 1 Name:
 Type: Consent Status: Agenda Ready
 File created: 2/15/2017 In control: City Council
 On agenda: 3/21/2017 Final action:
 Title: CONSIDER EXTENDING THE AGREEMENT FOR LANDSCAPED MEDIAN MAINTENANCE SERVICES TO THE CITY (CITY COUNCIL)
 Attachments: 1. Exhibit 1 Swayzer Contract 7.1.10, 2. Exhibit 2 Swayzer Amendment 1 030817, 3. Exhibit 3 Swayzer Amendment 2 030817, 4. Exhibit 4 Swayzer Amendment 3
 History (1) Text

Report to Mayor and City Council

Tuesday, March 21, 2017

Consent

SUBJECT:

Title

CONSIDER EXTENDING THE AGREEMENT FOR LANDSCAPED MEDIAN MAINTENANCE SERVICES TO THE CITY (CITY COUNCIL)

Body

I. SUMMARY

On June 15, 2010, City Council awarded Swayzer Corporation ("Swayzer") a three-year median landscape maintenance contract, expiring June 30, 2013 and renewable for an additional three years. On June 4, 2013, City Council exercised the renewal option provided for in the original contract and approved a three-year extension to the contract term, effective July 1, 2013 through June 30, 2016. On September 20, 2016, City Council approved an amendment to the contract with Swayzer extending the contract expiration date by six months, to December 31, 2016. On December 6, 2016, City Council approved a second contract amendment, extending the contract expiration date by an additional three month, to March 31, 2017. Both amendments were duly approved but were not executed.

Staff is in the process of preparing to publish a Request for Proposal (RFP) for landscaped median maintenance services and is requesting an additional three month extension to the contract with Swayzer, effective April 1, 2017 through June 30, 2017, in order to allow sufficient time to prepare and publish the RFP, receive proposals and award a new contract.

II. RECOMMENDATION

Recommendation

TAKE the following actions:

1. APPROVE the third amendment to the contract agreement for landscaped median maintenance services with Swayzer Corporation for a three month period effective April 1, 2017 through June 30, 2017.
2. AUTHORIZE the Mayor to execute the contract amendment with Swayzer Corporation, following approval as to form by the City Attorney.

Body

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate.

IV. BACKGROUND

The City's infrastructure includes approximately 45 acres of hardscape, turf, planter, and landscaped medians. On June 15, 2010, City Council awarded Swayzer Corporation ("Swayzer") a three-year median landscape maintenance contract at \$198,000 per year, expiring June 30, 2013 and renewable for an additional three years. On June 4, 2013, City Council exercised the renewal option provided for in the original contract and approved a three-year extension to the contract term, effective July 1, 2013 through June 30, 2016 at the same annual rate. On September 20, 2016, the City Council approved a six month extension to the contract with Swayzer effective July 1, 2016, through December 31, 2016, at the same annual rate. Due to the ongoing construction associated with the Carson Street Master Plan Project, the City received a discounted monthly rate of \$15,125 on median maintenance services which is currently saving the City \$1,375 per month. On December 6, 2016, City Council approved a second contract amendment for an additional three month extension effective January 1, 2017, through March 31, 2017, at the same monthly rate of \$15,125. The third amendment that staff is requesting would be at the same monthly rate of \$15,125, expiring June 30, 2017.

Additional modifications to the proposal are being finalized, and the anticipated timeline is as follows:

RFP Phase - Landscaped Median Maintenance Services	Start Date	End Date
Final RFP to Purchasing	3/20/2017	
Publish RFP	3/27/2017	
Submission Period	3/27/2017	4/26/2017
Bid Evaluation Period	5/1/2017	5/11/2017
Final Bid Selection	5/15/2017	5/19/2017
Staff Report Preparation	5/22/2017	
Submit final staff report in Legistar for 6/6/17 Council Meeting	5/29/2017	
Recommendation to City Council for Awarding of Contract	6/6/2017	

V. FISCAL IMPACT

There is no additional fiscal impact. Based on prior year expenses, the annual cost of \$198,000 for the landscaped median maintenance contract was included in the FY 16/17 General Fund budget under account number 01-80-840-108-6005.

VI. EXHIBITS

1. Exhibit No. 1 Swayzer Contract (pgs. 3-29)
2. Exhibit No. 2 Contract Amendment 1 (pgs. 30-34)
3. Exhibit No. 3 Contract Amendment 2 (pgs. 35-39)
4. Exhibit No. 4 Contract Amendment 3 (pgs. 40-45)

1.

Prepared by: Christopher Ortiz, Public Works Operations Manager

Item No. 18 2017-188

Resolution No. 17-032, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS, AS FOLLOWS:

TOTAL OF \$1,689,912.11 FOR GENERAL DEMANDS, CHECK NUMBERS 133931 THROUGH 134156.

TOTAL OF \$483,440.51 FOR CO-OP AGREEMENT DEMANDS, CHECK NUMBERS 001122 THROUGH 001129, WHICH ARE COSTS ASSOCIATED WITH THE CONSTRUCTION OF CAPITAL PROJECTS WITHIN THE FORMER REDEVELOPMENT PROJECT AREA, USING BOND

Item No. 19 2017-101

CONSIDERATION OF RESOLUTION NO. 2017-101 OF THE CITY OF CARSON TO SUPPORT SENATE BILL 349 (S.349) THE ACCESS TO COUNSEL ACT OF 2017 (CITY COUNCIL)


Recommendation:

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 17-035 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SUPPORTING S.349: THE ACCESS TO COUNSEL ACT OF 2017".
2. INSTRUCT staff to transmit a copy of the executed resolution to the Office of United States Senator Kamala Harris

Item No. 20 2017-124

CONSIDER EXTENDING THE AGREEMENT FOR LANDSCAPED MEDIAN MAINTENANCE SERVICES TO THE CITY (CITY COUNCIL)

APPROVED AND ADOPTED BY CARSON CITY COUNCIL Approved as Amended  03-21-2017			
1st: JH		2nd: CH	
Ayes: 5	Noes: 0	Abstain: 0	Absent: 0


Recommendation:

TAKE the following actions:

1. APPROVE the third amendment to the contract agreement for landscaped median maintenance services with Swayzer Corporation for a three month period effective April 1, 2017 through June 30, 2017.
2. AUTHORIZE the Mayor to execute the contract amendment with Swayzer Corporation, following approval as to form by the City Attorney.
Issue RFP within 8 working days, ratify payments from previous 2 amendments

Item No. 21 2017-129

CONSIDER THE 2016 CARSON HOUSING ELEMENT PROGRESS REPORT (CITY COUNCIL)

APPROVED AND ADOPTED BY CARSON CITY COUNCIL Receive and File w/o objections  03-21-2017			
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Recommendation:

TAKE the following actions:

1. REVIEW Carson's Annual Housing Element Progress Report.
2. RECEIVE and FILE.

Item No. 22 2017-171

CONSIDERATION OF RESOLUTION NO. 17-030 AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F020 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE DESIGN PHASE OF PROJECT NO. 1534 [FEDERAL NO. ATPL-5403(027)]: ACTIVE TRANSPORTATION PROGRAM INFRASTRUCTURE IMPROVEMENTS (CITY COUNCIL)

Recommendation:

WAIVE further reading and ADOPT Resolution No. 17-030, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE EXECUTION OF PROGRAM SUPPLEMENT AGREEMENT NO. F020 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE DESIGN PHASE OF PROJECT NO. 1534 [FEDERAL NO. ATPL-5403(027)]: ACTIVE TRANSPORTATION PROGRAM INFRASTRUCTURE IMPROVEMENTS."

**FOURTH AMENDMENT TO LANDSCAPE MAINTENANCE SERVICES
AGREEMENT**

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and SWAYZER CORPORATION, a California corporation ("Consultant") is effective as of the 3rd day of April, 2017.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2010 ("Agreement") whereby Consultant agreed to provide landscaping services at the rate of One Hundred Ninety Eight Thousand Dollars (\$198,000) per year as set forth in the Agreement and more particularly described in Exhibit C to the Agreement.

B. On June 4, 2013, City approved Consultant's request to renew the Agreement for an additional three years, thus extending the Agreement term to June 30, 2016, at the rate of One Hundred Ninety Eight Thousand Dollars (\$198,000) per year as set forth in the Agreement ("Amendment No. 1").

C. Amendment No. 1 was duly executed by the Parties, and City timely paid all amounts due Consultant for said landscaping services pursuant to the terms of Amendment No. 1.

D. On September 20, 2016, City approved a second amendment to the Agreement extending the Agreement term by an additional six months, to December 31, 2016, at a reduced rate of Fifteen Thousand One Hundred Twenty Five Dollars (\$15,125) per month, for a total sum of Ninety Thousand Seven Hundred Fifty Dollars (\$90,750) ("Amendment No. 2").

E. Though Amendment No. 2 was not executed by the Parties, the City has timely paid all amounts due to Consultant for said landscaping services pursuant to the terms of Amendment No. 2.

F. On December 6, 2016, City approved a third amendment to the Agreement extending the Agreement term by an additional three months, to March 31, 2017, at a rate of Fifteen Thousand One Hundred Twenty Five Dollars (\$15,125) per month, for a total sum of Forty Five Thousand Three Hundred Seventy Five Dollars (\$45,375) ("Amendment No. 3"); however, Amendment No. 3 was not executed by the Parties.

G. At its meeting on March 21, 2017, the City Council ratified Amendment No. 2 and Amendment No. 3 and ratified all payments that have been made to date by City to Consultant.

H. The Agreement currently expires on March 31, 2017, pursuant to Amendment No. 3, and the Parties desire to further amend the Agreement to extend it for another three month term such that the Agreement expires on June 30, 2017 with compensation at a rate of Fifteen

Thousand One Hundred Twenty Five Dollars (\$15,125) per month, for a total sum of Forty Five Thousand Three Hundred Seventy Five Dollars (\$45,375).

NOW THEREFORE, for valuable consideration the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. **Incorporation.** The Recitals set forth above are hereby incorporated herein and made a part hereof by this reference.

2. **Contract Changes.** The Agreement is amended as provided herein.

2.1 Section 2, "CONTRACT DURATION," of the SUPPLEMENTARY GENERAL CONDITIONS on page 2 of the Agreement shall be amended as follows:

"Unless earlier terminated in accordance with Section 16, 'CONTRACT TERMINATION,' of the SUPPLEMENTARY GENERAL CONDITIONS on Page 9 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2017."

2.2 For the April 1, 2017 to June 30, 2017 term, Consultant shall perform the services as provided in Exhibit A and A-1 of this Amendment.

2.3 Exhibit B-1 shall be added to the Agreement as provided in Exhibit B, "Schedule of Compensation for the April 1, 2017 to June 30, 2017 Term," of this Amendment.

2.4 Subsection (D), "COMPENSATION FOR THE APRIL 1, 2017 TO JUNE 30, 2017 TERM," is hereby added to Section 14 of the SUPPLEMENTARY GENERAL CONDITIONS on pages 8-9 of the Agreement as follows:

"For the term April 1, 2017 to June 30, 2017 and subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "SCHEDULE OF COMPENSATION FOR THE APRIL 1, 2017 TO JUNE 30, 2017 TERM" attached hereto as Exhibit "B" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Forty Five Thousand Three Hundred Seventy Five Dollars (\$45,375) (the "Contract Sum for the April 1, 2017 to June 30, 2017 Term")."

2.5 Section 6(C), "SUBCONTRACTOR/ASSIGNMENT OF CONTRACT" of the SUPPLEMENTARY GENERAL CONDITIONS on page 5 of the Agreement is hereby modified as follows:

"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."

2.6 Section 26, "INSURANCE/HOLD HARMLESS," of the SUPPLEMENTARY GENERAL CONDITIONS on pages 12-14 of the Agreement is hereby modified as follows:

"A. 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:

(i) General Liability Insurance (Occurrence Form CG0001 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.

(ii) 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.

(iii) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(iv) 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.

B. 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 A to the Contract Officer.

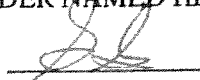
No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved 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 C.

In the event the Consultant subcontracts any portion of the work in compliance with Section 6(C),

"SUBCONTRACTOR/ASSIGNMENT OF CONTRACT" of the SUPPLEMENTARY GENERAL CONDITIONS on page 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 A, and such certificates and endorsements shall be provided to City.

C. 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:

(i) 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;

(ii) 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;

(iii) 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.

D. 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."

3. **Ratification of Amendment No. 2.** The City hereby reaffirms its approval of Amendment No. 2 and ratifies all amounts paid by City to Consultant pursuant to and in fulfillment of the terms of Amendment No. 2.

4. **Ratification of Amendment No. 3.** The City hereby reaffirms its approval of Amendment No. 3.

5. **Payments To-Date.** Consultant hereby agrees that City has paid all amounts due to Consultant pursuant to the Agreement and Amendment No. 1, and Amendment No. 2, for the period beginning July 1, 2010 and ending December 31, 2016.

6. **General Release.** For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Consultant, on behalf of itself, its officers, employees and agents (collectively the "Consultant") does hereby release and forever discharge the City, its officers, employees and agents (collectively the "Released Parties") of and from any and all manner of action or actions, cause or causes of action, at law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, losses, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter collectively "Claims"), which Consultant may now have or may hereafter have against the Released Parties, arising out of, based upon, or relating to services rendered by Consultant pursuant to the Agreement, Amendment No. 1, Amendment No. 2, and, upon payment of the amounts due under Amendment No. 3, Amendment No. 3.

7. **Release of Unknown Claims.** The release set forth above in this Amendment is a release of Consultant's Claims against any or all of the Released Parties except for any claims that may arise upon a Party's breach of the terms of this Amendment. It is the clear and unequivocal intention of the Parties in executing this Amendment that it shall be effective as a full and final accord and satisfaction, release, and discharge of each and every claim specifically or generally referred or not referred to in this Amendment. In furtherance of said intention, Consultant acknowledges that it understands Section 1542 of the Civil Code of the State of California, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The Consultant hereby waives and relinquishes any and all rights and benefits which it has or may have under Section 1542 of the Civil Code of the State of California, and under any and all similar provisions contained in the law of any and all other jurisdictions, within and without the United States, to the full extent that it may lawfully so waive all such rights and benefits pertaining to the subject matter of the releases contained in this Amendment. Consultant hereby acknowledges that it is aware that Consultant may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Amendment, but that it is the clear and unequivocal intention of Consultant to hereby fully, finally and forever settle and release each and every claim specifically or generally referred to in this Amendment, and that in furtherance of said intention, any and all releases herein given shall be and remain in effect as full and complete general releases.

8. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment.

9. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation. Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement. City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

10. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

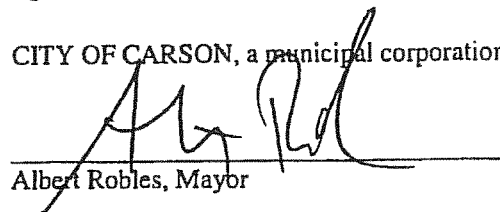
11. **Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally 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.

[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



Albert Robles, Mayor

ATTEST:


Donesia L. Gause, City Clerk


APPROVED AS TO FORM:

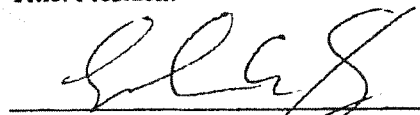
ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney
[RK]

CONTRACTOR:

SWAYZER CORPORATION, a California corporation


By: Samuel Swayzer
Title: President


By: Ezekiel Swayzer
Title: CFO

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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

01007.0001/358204.13

-10

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 _____, 2017 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

INDIVIDUAL CORPORATE OFFICER



TITLE(S)

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT ☐

GUARDIAN/CONSERVATOR ☒

OTHER



SIGNER IS REPRESENTING:

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

TRUSTEE(S)

NUMBER OF PAGES

DATE OF DOCUMENT

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 _____, 2017 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

☒ INDIVIDUAL CORPORATE OFFICER

☐ _____ TITLE(S)

☐ PARTNER(S) LIMITED GENERAL

☐ ATTORNEY-IN-FACT ☐

☐ GUARDIAN/CONSERVATOR ☒

☐ OTHER _____

SIGNER IS REPRESENTING:

☒ NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

TRUSTEE(S)

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES FOR THE
APRIL 1, 2017 TO JUNE 30, 2017 TERM

I. Consultant will perform the following Services for the April 1, 2017 to June 30, 2017 term:

- A.** Provide landscape maintenance of all work sites described in Exhibit A-1 of this Amendment, "City of Carson Median & Miscellaneous Landscaped Areas," including, but not limited to, maintenance of shrubs, and ground cover plants; weed 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.
- B.** Tree trimming will be completed by the City and is excluded from this scope of work.
- C.** Consultant shall provide landscape maintenance, as provided above, at each work site identified in Exhibit A-1 at least once a week.
- D.** Consultant shall not provide any landscape maintenance, as provided above, at the following work sites:

For Items 7A and 7B identified in Exhibit A-1 of this Amendment, Consultant shall not perform any landscape maintenance, as provided above, at all medians located on Carson Street, between Figueroa Boulevard and the 405 Freeway, due to ongoing construction related to the Carson Street Improvement Plan.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A.** N/A

III. In addition to the requirements of Section 6(B)(3) of the SUPPLEMENTARY GENERAL CONDITIONS on page 5 of the Agreement and Section 14(B) of the SUPPLEMENTARY GENERAL CONDITIONS on page 8 of the Agreement, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

- A.** N/A

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.** N/A

EXHIBIT B
SCHEDULE OF COMPENSATION FOR THE
APRIL 1, 2017 TO JUNE 30, 2017 TERM

- I. Consultant shall perform the following tasks at the following rates:**
 - A.** For the April 1, 2017 to June 30, 2017 term, Contractor shall be paid \$15,125.00 per month for landscape maintenance upon receipt of invoice.
- II. 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.
- III. The total compensation for the landscape maintenance services for the April 1, 2017 to June 30, 2017 term shall not exceed \$45,375.00 as provided in Section 14(D) of the SUPPLEMENTARY GENERAL CONDITIONS of the Agreement.**

Exhibit A-1

Medians, Service Roads, and Slopes Sqft

Locations		Hardscape	Turf	Planter	Misc	Total
Location	From	To	Total Area (Sqft)	Total Area (Sqft)	Total Area (Sqft)	Total Area (Sqft)
212th St	Lynton Av	Moneta Av		14,476.00		14,476.00
223rd St	Figueros St	Alameda St	21,603.80	18,035.00	64,828.00	104,466.80
Alameda St	Lomita Bl	91 Fwy/City Boundary	161,487.58	284.00	72,708.50	234,480.08
Albertoni St	Figueros St	91 Fwy Ent	12,773.00	-	4,368.00	17,141.00
Avalon Bl	Sepulveda Bl	Alondra Bl	104,908.85	108,015.23	134,080.26	363,510.33
Bitlerlake St	1212 Bitlerlake	Lysander Dr	8,556.97	53,682.00	34,482.28	96,721.25
Carson St	Figueros St	Willmington Av	22,669.50	16,430.00	137,114.00	176,259.50
Central Av	Del Amo Bl	91 Fwy	25,247.25	10,914.75	22,265.25	58,427.25
Del Amo Bl	Figueros St	Susana Rd	107,994.12	4,845.00	376,221.75	489,060.87
Dominguez St	Avalon Bl	Leapwood St	1,020.00	3,150.00	-	4,170.00
Figueros St	Cartagadale Dr	Victoria St	44,724.25	56,648.75	37,721.50	139,094.50
Lomita Bl	Fries Av	Island Av	957.99	-	1,566.00	2,523.99
Main St	Victoria St	Lomita Bl	72,989.75	51,681.50	38,701.00	163,352.25
Santa Fe Av	Warmock Wy	Ala/Santa Fe Split	10,154.75	8,317.50	2,373.75	20,846.00
Sepulveda Bl	110 Fwy	ICTF	101,743.89	4,202.00	147,246.50	253,192.39
University Dr	Willmington Bl	Avalon Bl	6,121.50	26,729.00	3,272.50	36,123.00
Victoria St	Figueros St	Central Av	38,706.37	4,688.00	22,086.00	65,573.87
Walnut St	Billings Dr	Avalon Bl	1,432.00	13,305.50	3,097.00	17,834.50
Willmington Av	RXR Track	Victoria Av	100,184.00	-	44,741.00	144,925.00
Galway Av	Pump Sta				1,093.25	1,093.25
Carolale Av	Carolale Av	Cul-de-sac	436.00	814.00		1,250.00
Carousel Tract	Nepune Av	Lagoon Av			511.50	511.50
						-
			843,690.57	378,596.23	1,166,104.03	16,642.50
						2,405,033.32

$$2405033.32ft^2 = 55ac \ 9233.3ft^2$$

EXHIBIT A-1
CITY OF CARSON MEDIAN & MISCELLANEOUS LANDSCAPED AREAS

01007.0001/358204.13

City of Carson
Median & Miscellaneous Landscaped Areas
Specification No.

Exhibit A-1

	Location	Hardscape Total Area (Sqft)	Turf Total Area (Sqft)	Planter Total Area (Sqft)	Misc Total Area (Sqft)	Total (Sqft)
1A	212th St (Between Lynton Av to Moneta Av)			14,476.00		14,476.00
2A	223rd St (Overpass North & South Slopes, West of RXR Crossing)			37,430.00		37,430.00
2B	223rd St (Serv Med Northside between Salmon Av & McHalen Av)	48.00		2,883.00		2,931.00
2C	223rd St (Between Calskill Av & Anchor St-Southside)	8,334.80		6,675.00		15,009.80
2D	223rd St (Between Honda Dealership & Cliff St-Northside)	7,921.50	13,844.50	3,050.25		24,816.25
2E	223rd (Cir Med Between Figueroa St & Alameda St)		4,190.50	14,789.75		26,671.75
	Albertoni St (Figueroa St to Ent 91 Fwy)	10,642.00		4,368.00		15,010.00
5A	Avalon Bl (Cir Med between Sepulveda Bl & Alondra Bl)	104,908.85	108,019.23	107,145.75	8,308.75	328,382.58
5B	Avalon Bl (Serv Med between 162nd St to 192nd St)			25,798.00		25,798.00
5C	Avalon Bl (Dominick's Parking Lot-Avalon Bl & Bonds St)			1,138.50	8,169.25	9,306.75
7A	Carson St (Overpass North & South Slopes)	12,169.50		111,711.00		123,880.50
7B	Carson St (Cir Med Figueroa St to Wilhington Av)	10,500.00	16,430.00	25,403.00	46.00	52,379.00
9A	Del Amo Bl (Cir Med Figueroa St to Susana Rd)	100,156.12	4,845.00	78,446.50		183,447.62
9B	Del Amo Bl (n/s Del Amo Bl from Tillman Av to Del Amo Park)			10,116.00	1,316.00	11,432.00
9C	Del Amo Bl (Channel Screen Slope North of Best Way Market Loading Dock)			6,398.75		6,398.75
9D	Del Amo Bl (Channel Screen North of Shell Sta & Avalon Bl)			7,005.50		7,005.50
9E	Del Amo Bl (Overpass South Slopes)	7,838.00		183,142.00		190,980.00
9F	Del Amo Bl (Key Calas Bridge North & South Slopes)			91,113.00		91,113.00
10F	Dominguez St (Avalon Bl to Leapwood Av)	1,020.00		3,150.00		4,170.00
11A	Figueroa St (Serv Med-Canlegedale Dr to 40 yds South of 226th St)	5,141.00	45,505.75	10,611.50		61,258.25
11B	Figueroa St (Cir Med-Channel to 140yd North of Griffith St)	3,987.00		3,498.00		7,485.00
11C	Figueroa St (Cir Med between 234th St & Flood Cont Channel)	27,782.25	11,143.00	23,612.00		62,517.25
11D	Figueroa St (Serv Med Fr 23315 Figueroa St to 23411 Figueroa St)				2,848.00	2,848.00
11E	Figueroa St (Serv Med Fr 602 Galavan St to 603 230th St)			5,586.00		5,586.00
15A	Main St (Cir Med between Lomita Bl & Victoria St)	72,989.75	51,681.50	36,701.00	-	163,352.25
15B	Main St (Serv Med Westside (Inc. Parkette) 226th Pl to 224th St)	3,214.50	2,318.00	690.00		6,222.50
15C	Main St (Serv Med Eastside 229th St to 235th St)	27,316.25	5,727.25			33,042.50
16A	Santa Fe Av (Carson St Pr Wy)		3,690.00			3,690.00
17A	Sepulveda Bl (Cir Med between Main St & CTF)	57,401.64	4,202.00	39,271.50		100,875.14
17B	Sepulveda Bl (Cir Med between Main St & 110 Fwy)	17,194.25		20,939.00		38,133.25
17C	Sepulveda Bl (Overpass North & South Slopes)	27,148.00		87,036.00		114,184.00

City of Carson
Median & Miscellaneous Landscaped Areas
Specification No.

Exhibit A-1

	Location	Hardscape Total Area (Sqft)	Turf Total Area (Sqft)	Planter Total Area (Sqft)	Misc Total Area (Sqft)	Total (Sqft)
17D	Sapulveda Bl Bridge (North Slope)	24.00	284.00	6,818.00		7,124.00
19A	Victoria St (Ctr Med between Central Av to Tamcliff Av (Inc. Inter of Av	7,242.25		-		7,242.25
19B	Victoria St (Serv Med between Main St to Avalon Bl)	9,509.39		7,398.50	94.50	17,002.39
19C	Victoria St (Figueras St to Avalon Bl)	21,347.73	4,688.00	7,815.50		33,851.23