



Friday, July 7, 2023

ROLL CALL:

Mayor/Chairman/President:

Erik Lutz

Mayor Pro Tempore/Vice Chairman/Vice President:

Andrew C. Lara

Councilmembers/Directors/Commissioners:

Gustavo V. Camacho

John R. Garcia

Dr. Monica Sanchez

Meeting jointly and regularly with the Pico Rivera Successor Agency to the Pico Rivera Redevelopment Agency (as needed); Pico Rivera *Housing Assistance Agency (as needed); Pico Rivera Water Authority (as needed); and Public Financing Authority (as needed)

Special Meeting 10:00 a.m.
Parks and Recreation Community Room

6767 Passons Boulevard

Next Resolution No. 7291

Next Ordinance No. 1173

Next Agreement No. 23-2215

Successor Agency to PRRA

Next Resolution No. SA-23-27

Next Ordinance No. SA-01

Next Agreement No. S23-006

Housing Assistance Agency

Next Resolution No. HA-107

Next Ordinance No. HA-16

Water Authority

Next Resolution No. 23-36

Next Ordinance No. 23-01

Next Agreement No. 23-71

Public Financing Authority

Next Resolution No. PFA-23-13

INVOCATION:

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENTS:

IF YOU WOULD LIKE TO COMMENT ON ANY LISTED AGENDA ITEMS ONLY, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: **1)** respond briefly to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** provide a reference to staff or other resources for factual information; **4)** request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and **5)** direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

PLEASE TURN OFF OR SILENCE CELL PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk's office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged (within 24 to 48 hours' notice).

*Commissioners receive a \$30.00 stipend per each meeting held and attended.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

CONSENT CALENDAR:

City Council:

1. Minutes:

- City Council regular meeting June 27, 2023.

Recommendation: Approve

2. 1st Warrant Register of the 2023-2024 Fiscal Year. (700)

Check Numbers: 292070-292164

Special Check Numbers: 12126-12198

Recommendation: Approve

3. Sister City Commission Appointments. (300)

Recommendation:

1. Approve a resolution ratifying the City Council appointments to the Sister City Commission.

Resolution No. ____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: BOB PEREZ; ALDO MACIAS ARELLANO; AND IRMA ACOSTA TIRADO TO THE SISTER CITY COMMISSION FOR A 6-MONTH TERM SAID TO EXPIRE DECEMBER 2023

4. Rivera Park Banquet Room Emergency Replacement of Heating, Ventilation, and Air Conditioning (HVAC) Unit(s). (500)

Recommendation:

1. Approve a resolution determining that the HVAC replacement at 9530 Shade Lane, Rivera Park Banquet Room, constituted an emergency, and that it was necessary to perform said work without the benefit of formal bidding;
2. Accept the emergency repair for the HVAC unit(s) at 9530 Shade Lane, Rivera Park Banquet Room, and authorize payment to Seacliff Mechanical Services (Seacliff) in the amount of \$175,058; and
3. Authorize the City Manager to execute all documents related to the HVAC replacement unit(s) at 9530 Shade Lane, Rivera Park Banquet Room in a form approved by the City Attorney.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DECLARING THE HVAC REPLACEMENT AT RIVER PARK BANQUET ROOM AN EMERGENCY SITUATION AND AWARDING THE EMERGENCY HVAC REPLACEMENT CONTRACT TO SEACLIFF MECHANICAL SERVICES, WITHOUT FORMAL BIDDING PROCEDURES

5. Approval of Telegraph Road Medians Landscape Maintenance Services Agreement with the City of Downey. (500)

Recommendation:

1. Approve the Landscape Maintenance Services Agreement with the City of Downey for the Telegraph Road medians and execute an agreement in a form approved by the City Attorney.

Agreement No. _____

6. Approve a Grant Agreement to Accept Grant Funds from the United States Department of Housing and Urban Development. (700)

Recommendation:

1. Approve a grant agreement to accept \$1,050,000 in Grant Funds from the United States Department of Housing and Urban Development (HUD) to fund the PAD (Passons Active Depot) Park Project – CIP No. 50099; and
2. Authorize the City Manager to execute all related grant documents for agreement number B-23-CP-CA-0204 for The PAD Park Project.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

REGULAR AGENDA: None

CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

City of Pico Rivera vs. 3M Company, et al.

U.S. District Court Case No. 2:22-cv-0066-RMG

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: APN 63-74-015-902 and 6375-016906

Agency Negotiator Parties: Steve Carmona, City Manager

Negotiating Parties: Alameda Corridor-East/Construction Authority

Under Negotiation: Price and Terms

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Cynthia Ayala, Jr. Deputy City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website www.pico-rivera.org, Parks and Recreation Office, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 6th, day of July 2023.

Dated this 6th, day of July 2023.



Cynthia Ayala
Jr. Deputy City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the City's website.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies. Please fill out the desired color-coded card prior to the start of the meeting at 6:00 p.m. Once the meeting has begun, no further cards will be accepted.
- A **yellow** Public Hearing Comment Request card must be completed to speak during a Public Hearing.
- A **green** Public Comment Request – Card is for those wishing to address the Council/Agency on agenda items or any other items under the subject jurisdiction of the City Council/Agency.
- Citizens may address the Council, Successor Agency or Housing Assistance Agency once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.
- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).



Tuesday, June 27, 2023

A Regular Meeting of the City Council was held in the Parks and Recreation Community Room, 6767 Passons Boulevard, Pico Rivera, California.

Mayor Lutz called the regular meeting to order at 6:03 p.m. on behalf of the City Council.

PRESENT: Camacho, Garcia, Lara, Lutz

ABSENT: Sanchez

INVOCATION: Delivered by Councilmember Garcia

PLEDGE OF ALLEGIANCE: Led by Captain Hutak

SPECIAL PRESENTATION(S):

- A Proclamation declaring July as Parks and Recreation month

PUBLIC COMMENTS:

John Soto:

- Addressed the City Council to express concerns regarding loud music nuisance at the Pico Rivera Golf Course.

Lauren Talbott, Pico Rivera Library Manager:

- Addressed the City Council regarding library updates and upcoming events for the month of July.

City Attorney Alvarez-Glasman reported that a minor modification was made to the agreement on Item No. 8 - *Amendment No. 4 to Agreement No. 09-1905 with Nationwide Environmental Services for Citywide Graffiti Removal Services* and that a revised agreement was provided to City Council.

CONSENT CALENDAR ITEMS:

City Council:

1. Minutes:

- Approved City Council regular meeting of June 13, 2023.

2. Approved 19th Warrant Register of the 2022-2023 Fiscal Year. (700)

Check Numbers: 291929-292069

Special Check Numbers: 12124

3. Approve a Resolution Opposing the Recommendation by the Sheriff Civilian Oversight Commission Regarding the Mandatory Rotation of Deputies.

1. Approved Resolution No. 7288 opposing the recommendation by the Special Counsel to the Los Angeles County Sheriff Civilian Oversight Commission calling for the mandatory rotation of all patrol deputies; and
2. Directed the City Manager to prepare a letter that will be signed by all City Council members and sent to the appropriate agencies and elected officials.

Resolution No. 7288 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, OPPOSING THE RECOMMENDATION OF THE SPECIAL COUNSEL TO THE SHERIFF CIVILIAN OVERSIGHT COMMISSION REGARDING THE MANDATORY ROTATION OF SHERIFF PATROL DEPUTIES

4. Adoption of Fiscal Year 2023-24 Operating Budget and Five-Year Capital Improvement Program, Approval of the Operating and Capital Budget for Fiscal Year 2024-25, and Approval of Updated Reserve Policies. (700)

1. Approved Resolution No. 7289 adopting the fiscal year (FY) 2023-24 operating budget and Five-Year Capital Improvement Program;
2. Approved the FY 2024-25 operating and capital budget; and
3. Approved Resolution No. 7290 adopting updated General Fund and Proprietary Fund reserve policies.

Resolution No. 7289 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ADOPTING AN OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2023-24

Resolution No. 7290 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RENEWING GENERAL FUND POLICIES WITH RESERVE POLICIES FOR THE GENERAL FUND AND THE PICO RIVERA INNOVATIVE MUNICIPAL ENERGY ENTERPRISE FUND

5. Pico Rivera Regional Bikeway Project (CIP No. 21280), Federal Project No. ATPL-5351 (032) – Award Contract. (500)

1. Awarded a construction contract for a not-to-exceed amount of \$9,820,083 to Griffith Company for the Pico Rivera Regional Bikeway Project, Federal Project No. ATPL-5351 (032), CIP No. 21280; and executed the contract in a form approved by the City Attorney;
2. Authorized the City Manager to approve change orders, as needed, in an amount not-to-exceed \$982,008, (approximately 10% of the total contract amount) for construction contingency;

3. Approved Amendment No. 4 to Professional Services Agreement No. 18-1844 with BKF Engineers for a fee not-to-exceed \$125,129;
4. Amended fiscal year (FY) 2022-23 adopted budget by appropriating \$1,200,000 in Measure W (Fund 209) to Account No. 209.70.7300.54500-21280 from the Measure W Fund 209 balance;
5. Amended FY 2022-23 adopted budget by transferring \$700,000 from CIP No. 50048 (Residential Resurfacing Program – Overlay & Reconstruction) to CIP No. 21280 in COPS Funds (Fund 305) (from 305.70.7300.54500-50048 to 305.70.7300.54500-21280);
6. Amended FY 2022-23 adopted budget by transferring \$600,000 from CIP No. 21331 (Telegraph Road Enhancements Project Phase II) to CIP No. 21280 in SB1 Funds (Fund 202) (from 202.70.7300.54500-21331) to 202.70.7300.54500-21280);
7. Amended FY 2022-23 adopted budget by transferring \$810,503 from the General Fund (Fund 100) to the Capital Improvement Project (CIP) Fund (Fund 400). Subsequently, these funds will be appropriated to Account No. 400.70.7300.54500-21280. These funds are related to proceeds from a class action settlement for possible contamination to waterways, including stormwater. The City intends to utilize this fund to address the needs of this critical CIP; and
8. Amended FY 2022-23 adopted budget by transferring \$289,497 in Landscaping and Lighting District (LLD) (Fund 230) to the General Fund (Fund 100), and then transfer from the General Fund to CIP Fund, and appropriated it to Account NO. 400.70.7300.54500-21280. The City intends to utilize eligible resources in the LLC fund to address the needs of this critical CIP.

Agreement No. 23-2205

Agreement No. 18-1844-4

6. Award a Professional Services Agreement to Cascadia Consulting Group for the Development of a Climate Action Plan. (500)

1. Awarded a Professional Services Agreement to Cascadia Consulting Group (Cascadia) to develop a Climate Action Plan for an amount not-to-exceed \$149,935, and execute the agreement in a form approved by the City Attorney; and
2. Appropriated \$50,000 from the Unassigned General Fund Balance to Account No. 100.11.1111-54500-6770.

Agreement No. 23-2206

7. City Hall Electric Vehicle Charging Station Project (CIP No. 50010) – Award Contract. (500)

1. Approved the plans and specifications for the City Hall Electric Vehicle Charging Station Project, CIP No. 50010;

2. Awarded a construction contract, in a form approved by the City Attorney, for a not-to-exceed amount of \$160,710 to Reliable Monitoring Services for the City Hall Electric Vehicle Charging Station Project, CIP No. 50010;
3. Authorized the City Manager to process change orders in an amount not-to-exceed 10% of the total project amount, as needed, up to \$16,071 for construction contingency;
4. Amended the fiscal year 2022-23 adopted budget by appropriating an additional \$75,000 from Fund 200 to Account No. 200.70.7300.54500-50010; and
5. Approved the Notice of Exemption (NOE) for the subject project and authorized the City Clerk to file the NOE with the County Recorder, in accordance with the California Environmental Quality Act (CEQA).

Agreement No. 23-2207

8. Amendment No. 4 to Agreement No. 09-1905 with Nationwide Environmental Services for Citywide Graffiti Removal Services. (500)

1. Approved Amendment No. 4 to Agreement No. 09-1905 with Nationwide Environmental Services (NES) for Citywide Graffiti Removal Services, in an amount not-to-exceed \$341,749 in a form approved by the City Attorney.

Agreement No. 09-1905-4

9. Approve Amendment No. 6 to Agreement No. 18-1807 with S&S LaBarge Golf, Incorporated for Pico Rivera Golf Course Management Services. (500)

1. Approved Amendment No. 6 to Agreement No. 18-1807 with S&S LaBarge Golf, Inc. for Pico Rivera Golf Course management services;
2. Approved additional appropriations for fiscal year (FY) 2022-23 in the amount of \$80,000 to pay for utilities and payroll;
3. Authorized S&S LaBarge to incur outside reimbursable expenses in the amount of \$1,561,212 (excluding management fees) from the FY 2023-24 budget; and
4. Authorized the City Manager to sign any documents related to Amendment No. 6.

Agreement No. 18-1807-6

10. Amendment No. 1 to Professional Services Agreement No. 21-2056 with Flock Group, Inc. (500)

1. Approved Amendment No. 1 to Professional Services Agreement No. 21-2056 with Flock Group, Inc. (Flock Safety) in a form approved by the City Attorney for the ongoing licensing fees for maintenance and operating costs related to the 36 Automated License Plate Reader cameras installed by Flock Safety, in an amount not-to-exceed \$450,000 for a 5-year period.

Agreement No. 21-2056-1

11. Amendment No. 2 to Professional Services Agreement No. 19-1905 with John L. Hunter and Associates. (500)

1. Approved Amendment No. 2 to Professional Services Agreement No. 19-1905 with John L. Hunter and Associates, Inc., to extend the term of the agreement for two (2) years for a not-to-exceed amount of \$149,998.

Agreement No. No. 19-1905-2

12. Amendment No. 1 to Professional Services Agreement No. 19-1887 with Kimley-Horn for the Washington and Rosemead Boulevards Transit-Oriented Development Specific Plan. (500)

1. Approved Amendment No. 1 to Professional Services Agreement No. 19-1887 with Kimley-Horn and Associates, Inc. (Kimley-Horn) in the amount of \$160,196 for the development of the Washington and Rosemead Boulevards Gold Line Eastside Extension Transit-Oriented Development (TOD) Specific Plan;
2. Authorized the appropriation of \$160,196 from the Economic Sustainability Fund (F255) for the TOD Specific Plan project; and
3. Authorized the City Manager to execute Amendment No. 1 in a form approved by the City Attorney.

Agreement No. 19-1887-1

13. Hot Spot Intersection Improvements at Rosemead Boulevard and Beverly Boulevard (CIP No. 21276), Lindell Avenue Block Wall (Project) – Award of Construction Contract. (500)

1. Approved a funding source change for Amendment No. 1 to Professional Services Agreement No. 23-2155 with Dahlin Group, Inc. to provide Architect/Engineer (A-E) services for design and construction support of the Youth Center Renovation project, (CIP No. 50034) from Account No. 699.73.7300.54500-50034 to Account No. 280.70.7300.54500.

14. Authorize the Purchase of a Mobile Vehicle Lift Station System for the Public Works Maintenance Division. (700)

1. Authorized the City Manager to approve the purchase of a mobile column lift station system for the Public Works Maintenance Division.

15. Treasurer’s Monthly Investment Transaction Report as of May 31, 2023. (700)

1. Received and filed the Treasurer’s Monthly Investment Transaction Report as of May 31, 2023.

16. Appropriate Funds from the California Department of Resources Recycling and Recovery (CalRecycle) Senate Bill (SB) 1383 Local Assistance Grant.

(700)

1. Approved an appropriation of \$90,036 from the Cal Recycle fund and amended the FY 2022-23 budget for Account No. 671.11.1110-54400 (Professional Service) by \$90,036.

Motion by Councilmember Camacho, seconded by Councilmember Garcia to approve Consent Calendar Item Nos. 1 through 16. Motion carries by the following roll call vote:

AYES: Camacho, Garcia, Lara, Lutz

NOES: None

ABSENT: Sanchez

CONSENT CALENDAR ITEMS PULLED FOR FURTHER CLARIFICATION: None

REGULAR AGENDA:

17. Approval of City Manager Employment Agreement.

(500)

Motion by Mayor Pro Tem Lara, seconded by Councilmember Garcia to approve the employment agreement with Steve Carmona reconfirming his continued service as City Manager. Motion carries by the following roll call vote:

Agreement No. 23-2208

AYES: Camacho, Garcia, Lara, Lutz

NOES: None

ABSENT: Sanchez

CITY MANAGER/STAFF REPORTS:

City Manager Carmona commented on the \$1 million dollar funding received from a California State Budget appropriation through a request made by Senator Archuleta and Assemblymember Calderon for the Dog Park.

Parks and Recreation Director Yugar gave a brief update on the Parks and Recreation Summer programming and events including the Summer Meal Program, Summer Camp, 4th of July Spectacular, Movies in the Park series, Summer Street Fest, National Night Out, the Community Backpack Giveaway, and the Fiestas Patrias event.

Public Works Director Negrete provided a PowerPoint presentation on the Rosemead Boulevard and Major Corridors Median Beautification projects covering landscaping, monument markers, tree removals, and the anticipated project milestones.

GOOD OF THE ORDER (INTERGOVERNMENTAL AGENCY MEETINGS, AB 1234 REPORTS, NEW BUSINESS, OLD BUSINESS):

Councilmember Garcia reported on his attendance at the Pio Pico Woman's Club Luau Fundraiser; Raising Canes with the Captain; Senior Center Summer Dance; and the Hispanic-American Airborne Association Scholarship Fundraiser. He also commended City staff on the passage of the Fiscal Year 2023-25 Budget.

Mayor Pro Tem Lara expressed his support for the City Manager on the approval of his contract and asked staff to look into the traveling memorial wall for Veterans; seconded by Councilmember Garcia.

Mayor Lutz reported on his attendance at the Pio Pico Woman's Club Luau Fundraiser.

ADJOURNMENT:

Mayor Lutz adjourned the City Council meeting at 6:33 p.m. in memory of long-time resident and St. Hilary Catholic School teacher, Isabel Gomez Candelaria. There being no objection it was so ordered.

AYES: Camacho, Garcia, Lara, Lutz

NOES: None

ABSENT: Sanchez

Erik Lutz, Mayor

ATTEST:

Cynthia Ayala, Jr. Deputy City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated June 27, 2023, and approved by the City Council and on July 7, 2023.

Cynthia Ayala, Jr. Deputy City Clerk



1ST WARRANT REGISTER OF THE 2023 - 2024 FISCAL YEAR

MEETING DATE: 7/07/2023

	CHECK DATE	STARTING	ENDING	AMOUNT
CHECK NUMBERS:	6/16/23-6/29/23	292070	292164	\$ 1,618,696.71
ACH NUMBERS: SPECIAL	6/16/23-6/29/23	12126	12198	\$ 795,365.06
CHECKS/EFT:				
VOIDED CHECKS/EFT:				
PRE-NOTE				
	TOTAL REGISTER AMOUNT:			\$ 2,414,061.77

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
CBC GenOpe - CBC General Operating					
<u>Check</u>					
292070	06/22/2023	06/28/2023	Accounts Payable	1st Jon Inc	\$136.03
	Invoice	Description			Amount
	106235	COMMUNITY GARDENS RESTROOM 6/6/23-7/3/23			\$136.03
292071	06/22/2023	06/27/2023	Accounts Payable	Alliant Insurance Services, Inc.	\$3,051.00
	Invoice	Description			Amount
	2317930	EVENT INSURANCE, FIREWORKS SPECTACULAR			\$3,051.00
292072	06/22/2023		Accounts Payable	Alvarez-Glasman & Colvin	\$34,668.78
	Invoice	Description			Amount
	2023-04-20720	LEGAL SVCS APRIL 2023			\$34,668.78
292073	06/22/2023	06/28/2023	Accounts Payable	American Heritage Life Insurance Co	\$48.64
	Invoice	Description			Amount
	M0163615157	SUPPLEMENTAL LIFE INSURANCE FOR P/E 06/02/23 & 06/16/23			\$48.64
292074	06/22/2023	06/27/2023	Accounts Payable	Atkinson, Andelson, Loya, Ruud & Romo	\$4,817.93
	Invoice	Description			Amount
	684025	LEGAL SVCS MAY 2023			\$4,817.93
292075	06/22/2023		Accounts Payable	BMG Money, Inc	\$388.84

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	062223	EMPLOYEE DEDUCTION FOR P/E 06/16/23			\$388.84
292076	06/22/2023		Accounts Payable	Certifix Live Scan	\$250.00
	Invoice	Description			Amount
	75955	PRE-EMPLOYMENT LIVE SCANS 5/1/23-5/24/23			\$250.00
292077	06/22/2023		Accounts Payable	City of Downey	\$1,953.25
	Invoice	Description			Amount
	236324	TRAFFIC SIGNAL MAINTENANCE JULY-DECEMBER 2023			\$1,953.25
292078	06/22/2023		Accounts Payable	CNS Engineers, Inc.	\$17,898.16
	Invoice	Description			Amount
	22007-1	PROFESSIONAL SVCS 5/8/23-6/2/23, WASHINGTON/RH CHANNEL BRIDGE			\$17,898.16
292079	06/22/2023		Accounts Payable	County of Los Angeles Dept of Public Works	\$1,584.27
	Invoice	Description			Amount
	RE-PW23061206689	IW SVCS THROUGH MAY 2023			\$1,426.40
	RE-PW23061207018	TS MAINTENANCE THROUGH MAY 2023			\$157.87
292080	06/22/2023	06/27/2023	Accounts Payable	CW PRODUCTS INC DBA ANYPROMO.COM	\$1,934.38
	Invoice	Description			Amount
	SA4652758	PROMOTIONAL ITEMS FOR STREET FEST			\$1,934.38

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292081	06/22/2023	06/28/2023	Accounts Payable	Donnoe & Associates, Inc.	\$400.00
	Invoice	Description			Amount
	9975	ANALYST EXAM AND TEST BOOK RENTAL 6/1/23-6/15/23			\$400.00
292082	06/22/2023	06/27/2023	Accounts Payable	Ewing Irrigation Products Inc	\$988.82
	Invoice	Description			Amount
	19571628	SUPPLIES			\$988.82
292083	06/22/2023	06/27/2023	Accounts Payable	Ewing Irrigation Products Inc	\$1,064.34
	Invoice	Description			Amount
	19571702	SUPPLIES			\$138.24
	19571667	SUPPLIES			\$926.10
292084	06/22/2023		Accounts Payable	Fast 5 Pico Rivera 5, LLC	\$162.00
	Invoice	Description			Amount
	5518	CITY FLEET CAR WASHES MARCH 2023			\$12.00
	5787	CITY FLEET CAR WASHES MAY 2023			\$90.00
	5643	CITY FLEET CAR WASHES APRIL 2023			\$60.00
292085	06/22/2023	06/26/2023	Accounts Payable	Ferguson Enterprises, Inc	\$22.58
	Invoice	Description			Amount
	SC617605	PLUMBING SUPPLIES			\$22.58

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292086	06/22/2023		Accounts Payable	Franchise Tax Board	\$50.00
	Invoice	Description			Amount
	062223	EMPLOYEE DEDUCTION FOR P/E 06/16/23			\$50.00
292087	06/22/2023	06/28/2023	Accounts Payable	Grainger	\$680.78
	Invoice	Description			Amount
	9729121161	SMALL TOOLS			\$680.78
292088	06/22/2023		Accounts Payable	Horizon Nursery	\$480.67
	Invoice	Description			Amount
	003506	TREES			\$480.67
292089	06/22/2023		Accounts Payable	Ice Star Refrigeration, LLC	\$1,539.32
	Invoice	Description			Amount
	9304	FREEZER REPAIR, RIVERA PARK			\$380.00
	9309	FREEZER REPAIR, BASEBALL SNACK STAND			\$1,159.32
292090	06/22/2023	06/27/2023	Accounts Payable	Industrial Pipe & Steel Company	\$40.02
	Invoice	Description			Amount
	POS23302	MAINTENANCE SUPPLIES			\$40.02
292091	06/22/2023	06/27/2023	Accounts Payable	Joe Espinosa	\$1,250.00

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	21	SENIOR CENTER DANCE ENTERTAINMENT 6/22/23			\$1,250.00
292092	06/22/2023	06/27/2023	Accounts Payable	LA County Sheriffs Department	\$11,936.52
	Invoice	Description			Amount
	233437EC	PRV-TRANSIT/TRANSIENT DEPUTY MAY 2023			\$11,936.52
292093	06/22/2023	06/27/2023	Accounts Payable	Levying Officer	\$233.39
	Invoice	Description			Amount
	062223	EMPLOYEE DEDUCTION FOR P/E 06/16/23			\$233.39
292094	06/22/2023	06/27/2023	Accounts Payable	Los Angeles County Department Public Health	\$719.00
	Invoice	Description			Amount
	IN1210592	PUBLIC HEALTH PERMIT FY23/24, RIVERA PARK			\$719.00
292095	06/22/2023	06/26/2023	Accounts Payable	Miracle Recreation Equipment Company	\$2,161.86
	Invoice	Description			Amount
	848799	PLAYGROUND REPLACEMENT PARTS			\$445.04
	848798	PLAYGROUND REPLACEMENT PARTS			\$1,716.82
292096	06/22/2023	06/28/2023	Accounts Payable	Napa Auto Parts	\$2,331.16
	Invoice	Description			Amount
	186262	AUTO SUPPLIES			\$1,142.16

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	186389	AUTO SUPPLIES			\$220.99
	186390	AUTO SUPPLIES			\$34.76
	186569	CREDIT TO ACCOUNT			(\$115.10)
	187200	EQUIPMENT AND MAINTENANCE SUPPLIES			\$528.89
	187452	EQUIPMENT AND MAINTENANCE SUPPLIES			\$215.69
	188024	AUTO SUPPLIES			\$126.81
	188222	EQUIPMENT AND MAINTENANCE SUPPLIES			\$112.75
	188829	AUTO SUPPLIES			\$64.21
292097	06/22/2023		Accounts Payable	NCM Engineering Corporation	\$32,553.20
	Invoice	Description			Amount
	PICO2201-05-A	PROFESSIONAL SVCS 2/1/23-3/31/23, TELEGRAPH RD			\$32,553.20
292098	06/22/2023	06/27/2023	Accounts Payable	Nutrien AG Solutions, Inc	\$1,384.74
	Invoice	Description			Amount
	51407929	WEED ABATEMENT MATERIALS			\$692.37
	51509897	WEED ABATEMENT MATERIALS			\$692.37
292099	06/22/2023		Accounts Payable	Ollin Strategies	\$5,000.00
	Invoice	Description			Amount
	186	CONSULTING SVCS JUNE 2023			\$5,000.00
292100	06/22/2023	06/27/2023	Accounts Payable	On The Go DJ Pro, Inc	\$350.00

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	1262204	SENIOR CENTER ENTERTAINMENT 6/20/23			\$350.00
292101	06/22/2023		Accounts Payable	Passage Entertainment	\$6,500.00
	Invoice	Description			Amount
	07012023PRPEI	SOUND FIREWORKS SPECTACULAR 7/1/23			\$6,500.00
292102	06/22/2023		Accounts Payable	PGI-Pacific Graphics, Inc.	\$3,569.61
	Invoice	Description			Amount
	46663	JUNE 2023 PROFILE			\$3,569.61
292103	06/22/2023	06/27/2023	Accounts Payable	Phil's Fire Extinguisher Co.	\$11,347.99
	Invoice	Description			Amount
	7325	FIRE EXTINGUISHER SVCS RIO HONDO PARK			\$696.20
	7329	FIRE EXTINGUISHER SVCS SMITH PARK			\$760.11
	7330	FIRE EXTINGUISHER SVCS PICO PARK			\$5,790.31
	7331	FIRE EXTINGUISHER SVCS CITY YARD			\$2,142.46
	7336	FIRE EXTINGUISHER SVCS RIO VISTA PARK			\$647.72
	7337	FIRE EXTINGUISHER SVCS RIVERA PARK			\$611.33
	7338	FIRE EXTINGUISHER SVCS GOLF COURSE			\$699.86
292104	06/22/2023		Accounts Payable	S And Y Supply (Mauricio Pinzon)	\$2,700.00
	Invoice	Description			Amount

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	D81823	DEPOSIT FOR STREET FEST PERFORMANCE, 8/18/23			\$2,700.00
292105	06/22/2023	06/27/2023	Accounts Payable	Salgado Tire Service	\$120.00
	Invoice	Description			Amount
	1718	TIRE REPAIR FOR UNIT 126			\$120.00
292106	06/22/2023		Accounts Payable	SEIU Local 721-COPE	\$72.00
	Invoice	Description			Amount
	062223	COPE FEES FOR P/E 06/16/23			\$72.00
292107	06/22/2023	06/28/2023	Accounts Payable	Soto Entertainment Group	\$8,125.00
	Invoice	Description			Amount
	PR070123	PERFORMANCES FIREWORKS SPECTACULAR 7/1/23			\$8,125.00
292108	06/22/2023	06/28/2023	Accounts Payable	Terry J Rodrigues DBA TJR Consulting LLC	\$29,160.00
	Invoice	Description			Amount
	23-548	CONSULTING SVCS MARCH 2023			\$8,640.00
	23-549	CONSULTING SVCS APRIL 2023			\$7,200.00
	23-550	CONSULTING SVCS MAY 2023			\$13,320.00
292109	06/22/2023		Accounts Payable	The Flag Shop	\$106.93
	Invoice	Description			Amount
	20928	FLAG FOR FACILITIES			\$106.93

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292110	06/22/2023		Accounts Payable	Triangle Sports, Inc.	\$3,882.74
	Invoice	Description			Amount
	41935	STAFF UNIFORMS			\$3,882.74
292111	06/22/2023		Accounts Payable	VCS Sound Lighting	\$7,950.00
	Invoice	Description			Amount
	23-001	STAGE AND LIGHTING FIREWORKS SPECTACULAR 7/1/23			\$7,950.00
292112	06/22/2023	06/27/2023	Accounts Payable	WEBSTER'S BEE REMOVAL SERVICE	\$470.00
	Invoice	Description			Amount
	2073	BEE REMOVAL SVCS 9357 KRUSE			\$235.00
	2077	BEE REMOVAL SVCS			\$235.00
292113	06/22/2023	06/27/2023	Accounts Payable	West Coast Arborists, Inc	\$35,049.00
	Invoice	Description			Amount
	200585	GRID PRUNING 5/16/23-5/31/23			\$35,049.00
292114	06/22/2023		Accounts Payable	Whittier Fertilizer Company	\$317.52
	Invoice	Description			Amount
	399804	SOIL MIX FOR PARKS			\$317.52
292115	06/28/2023		Accounts Payable	LOCAL AGENCY FORMATION COMMISSION	\$7,500.00

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	0623	GRANTFEES-LA		APPLICATION FEE, FORMATION OF LOWER SAN GABRIEL RIVER	\$7,500.00
292116	06/29/2023		Accounts Payable	Advantec Consulting Engineering	\$2,540.00
	Invoice	Description			Amount
	9803-0266-08			PROFESSIONAL SVCS MAY 2023, ITS MASTER PLAN	\$2,540.00
292117	06/29/2023		Accounts Payable	AKM CONSULTING ENGINEERS INC	\$10,720.00
	Invoice	Description			Amount
	0012243			PROFESSIONAL SVCS 5/1/23-5/26/23, SWITCHBOARD AT PLANT 3	\$10,720.00
292118	06/29/2023		Accounts Payable	American Marker	\$7,326.67
	Invoice	Description			Amount
	10334-23			HATS, CODE OFFICERS	\$343.98
	10335			FATHER & SON SHIRTS FOR DODGER DAY TRIP	\$466.91
	10336-23			STAFF HATS	\$6,515.78
292119	06/29/2023		Accounts Payable	Atkinson, Andelson, Loya, Ruud & Romo	\$241.50
	Invoice	Description			Amount
	684027			LEGAL SVCS MAY 2023, ADDITIONAL	\$241.50
292120	06/29/2023		Accounts Payable	Ayala, Cynthia	\$84.86
	Invoice	Description			Amount

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	0623REIMSUPP-CA	REIMBURSEMENT FOR OFFICE SUPPLIES			\$63.11
	0623NOTARYTRN-CA	MILEAGE REIMBURSEMENT FOR NOTARY TRAINING			\$21.75
292121	06/29/2023		Accounts Payable	Bryan Ramirez (DJ Beatdrop)	\$1,100.00
	Invoice	Description			Amount
	07/01/23	DJ SVCS, FIREWORKS SPECTACULAR 7/1/23			\$1,100.00
292122	06/29/2023		Accounts Payable	Bureau Veritas Technical Assessments LLC	\$12,837.38
	Invoice	Description			Amount
	INV00025451	FACILITY CONDITION ASSESSMENT & SECURITY 12/1/22-1/31/23			\$12,837.38
292123	06/29/2023		Accounts Payable	CHURCHWELL, DIANA	\$240.00
	Invoice	Description			Amount
	1613728	REFUND FOR KIDS SUMMER CAMP, UNABLE TO ATTEND			\$240.00
292124	06/29/2023		Accounts Payable	CliftonLarsonAllen LLP	\$9,922.50
	Invoice	Description			Amount
	3766198	FY 22/23 ANNUAL AUDIT SVCS			\$4,390.00
	3766198-A	FY 22/23 ANNUAL AUDIT SVCS			\$5,532.50
292125	06/29/2023		Accounts Payable	Controlled Climate Construction, Inc.	\$10,000.00
	Invoice	Description			Amount
	0623REFWSTDEP-CC	REFUND WASTE DEPOSIT, 8825 MERCURY 2022-770, REISSUE			\$10,000.00

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292126	06/29/2023		Accounts Payable	CUSTOM CANOPIES, INC.	\$4,807.20
	Invoice	Description			Amount
	N3262-A	HIP CANOPY REPLACEMENT FABRIC & INSTALLATION			\$4,807.20
292127	06/29/2023		Accounts Payable	DAHLIN GROUP, INC	\$15,920.00
	Invoice	Description			Amount
	2305-138	PROFESSIONAL SVCS THROUGH 5/31/23, PR YOUTH CENTER RENOVATION			\$15,920.00
292128	06/29/2023		Accounts Payable	David Volz Design Landscape Architects, Inc	\$560.00
	Invoice	Description			Amount
	422507	PROFESSIONAL SVCS THROUGH 6/15/23, WHITTIER BL LANDSCAPE MEDIAN			\$560.00
292129	06/29/2023		Accounts Payable	Dudek	\$14,526.07
	Invoice	Description			Amount
	202304489	PROFESSIONAL SVCS 4/1/23-5/26/23, PROJECT 14873			\$14,526.07
292130	06/29/2023		Accounts Payable	Flock Safety	\$800.00
	Invoice	Description			Amount
	INV-14841	CAMERA REPLACEMENT			\$800.00
292131	06/29/2023		Accounts Payable	Fun Express	\$1,187.50
	Invoice	Description			Amount

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	72505217601	ARTS, CRAFTS AND DECORATION, FIREWORKS SPECTACULAR			\$1,187.50
292132	06/29/2023		Accounts Payable	HERNANDEZ, STELLA	\$10.00
	Invoice	Description			Amount
	836054	REFUND FOR SENIOR CENTER DANCE, LUPE ROSALES & RENEE CADAVONA			\$10.00
292133	06/29/2023		Accounts Payable	Hinderliter, De Llamas & Associates	\$720.33
	Invoice	Description			Amount
	SIN028989	AUDIT SVCS, TRANSACTION TAX-Q4/2022			\$720.33
292134	06/29/2023		Accounts Payable	Horizon Nursery	\$370.17
	Invoice	Description			Amount
	003508	TREES			\$370.17
292135	06/29/2023		Accounts Payable	InfoSend, Inc	\$4,568.48
	Invoice	Description			Amount
	240502	MAIL PREP SVCS 5/2/23-5/26/23			\$1,129.13
	240503	POSTAGE 5/2/23-5/26/23			\$3,439.35
292136	06/29/2023		Accounts Payable	Inland Empire Stages, LTD	\$2,681.40
	Invoice	Description			Amount
	59949	EXCURSION TO NEWPORT BEACH WHALE WATCHING, 6/24/23			\$1,526.00
	59897	EXCURSION TO HUNTINGTON LIBRARY, 6/17/23			\$1,155.40

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292137	06/29/2023		Accounts Payable	JMD (JM Diaz)	\$10,342.50
	Invoice	Description			Amount
	002 (23-040)	PROFESSIONAL SVCS 1/1/23-5/31/23, PHASE 1 CIP 30055			\$2,462.50
	002 (23-041)	PROFESSIONAL SVCS 1/1/23-5/31/23, BARTOLO STORM DRAIN			\$3,743.00
	002 (23-042)	PROFESSIONAL SVCS 1/1/23-5/31/23, DURFEE AVE			\$4,137.00
292138	06/29/2023		Accounts Payable	JR's WESTCOAST GOLF CARTS AND TURF EQUIPMENT	\$16,162.50
	Invoice	Description			Amount
	2116	JOHN DEERE MOWER, GOLF COURSE			\$16,162.50
292139	06/29/2023		Accounts Payable	Keenan & Associates	\$1,250.00
	Invoice	Description			Amount
	291008	BENEFIT BRIDGE FEE JUNE 2023, INSTALLMENT 12			\$1,250.00
292140	06/29/2023		Accounts Payable	L. A. Pressure Supply LLC	\$600.55
	Invoice	Description			Amount
	18379	PRESSURE WASHER REPAIR			\$600.55
292141	06/29/2023		Accounts Payable	LA County Sheriffs Department	\$6,760.84
	Invoice	Description			Amount
	233479EC	HELICOPTER SVC MAY 2023			\$6,760.84

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292142	06/29/2023		Accounts Payable	LUX MARKETING INC.	\$4,850.05
	Invoice	Description			Amount
	1323	PR VETERANS BANNER			\$200.26
	1324	PROMO ITEMS			\$4,649.79
292143	06/29/2023		Accounts Payable	Magic Jump Rentals Inc	\$5,010.20
	Invoice	Description			Amount
	368754	VARIOUS JUMPERS, FIREWORKS SPECTACULAR 7/1/23			\$5,010.20
292144	06/29/2023		Accounts Payable	MeterSYS	\$10,584.53
	Invoice	Description			Amount
	INV-000842	PROFESSIONAL SVCS JUNE 2023, AMI			\$10,584.53
292145	06/29/2023		Accounts Payable	Metro Builders & Engineers Group, Ltd	\$969,973.75
	Invoice	Description			Amount
	597-07	PROFESSIONAL SVCS THROUGH 4/30/23, PFAS TREATMENT SYSTEMS			\$1,021,025.00
	597-07-A	PROFESSIONAL SVCS THROUGH 4/30/23, PFAS TREATMENT SYSTEMS			(\$51,051.25)
292146	06/29/2023		Accounts Payable	Minuteman Press	\$121.76
	Invoice	Description			Amount
	66881	VARIOUS MAILERS & POSTCARDS FOR PRIME			\$121.76
292147	06/29/2023		Accounts Payable	MMSOFT Design Limited DBA Pulseway	\$4,872.00

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	R-29879	ANNUAL CONTRACT AND LICENSE			\$4,872.00
292148	06/29/2023		Accounts Payable	Moore Iacofano & Goltsman Inc	\$170,222.43
	Invoice	Description			Amount
	0081368	PROFESSIONAL SVCS APRIL 2023, HISTORIC WHITTIER			\$47,168.54
	0081133	PROFESSIONAL SVCS APRIL 2023, MEDIAN BEAUTIFICATION			\$58,394.47
	0081144	PROFESSIONAL SVCS APRIL 2023, MEDIAN & PKWY BEAUTIFICATION			\$64,659.42
292149	06/29/2023		Accounts Payable	MORAN, MARGARET, G.	\$35.00
	Invoice	Description			Amount
	836034	REFUND WHALE WATCHING TRIP, JOSIE ESTRELLA			\$35.00
292150	06/29/2023		Accounts Payable	On The Go DJ Pro, Inc	\$700.00
	Invoice	Description			Amount
	1262205	SENIOR CENTER ENTERTAINMENT 6/27/23			\$350.00
	1262206	SENIOR CENTER ENTERTAINMENT 6/29/23			\$350.00
292151	06/29/2023		Accounts Payable	PARS	\$300.00
	Invoice	Description			Amount
	53376	REP-PARS FEES FOR SVC PERIOD ENDING 4/30/23			\$300.00
292152	06/29/2023		Accounts Payable	Phil's Fire Extinguisher Co.	\$6,421.91

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	7345	FIRE EXTINGUISHER SVCS SENIOR CENTER			\$5,440.50
	7347	FIRE EXTINGUISHER SVCS PARKS & REC			\$162.05
	7355	FIRE EXTINGUISHER SVCS CITY HALL WEST			\$27.00
	7356	FIRE EXTINGUISHER SVCS CITY HALL			\$778.86
	7357	FIRE EXTINGUISHER SVCS PICO MUSEUM			\$13.50
292153	06/29/2023		Accounts Payable	Public Interest Investigations, Inc	\$20,236.60
	Invoice	Description			Amount
	1309	PROFESSIONAL SVCS 3/1/23-4/30/23			\$20,236.60
292154	06/29/2023		Accounts Payable	RAMIREZ, BARBARA	\$5.00
	Invoice	Description			Amount
	835981	REFUND SENIOR CENTER DANCE			\$5.00
292155	06/29/2023		Accounts Payable	So Calif Edison Company	\$2,549.26
	Invoice	Description			Amount
	509022	NEW IRRIGATION METER SVC FOR CIP 21280, 8841 MANZANAR			\$1,084.44
	500725	NEW IRRIGATION METER SVC FOR CIP 21280, 5733 PASSONS			\$1,464.82
292156	06/29/2023		Accounts Payable	Specialized Elevator Corporation	\$387.46
	Invoice	Description			Amount
	57996	ELEVATOR MAINTENANCE, JUNE 2023			\$387.46

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
292157	06/29/2023		Accounts Payable	Sterling, Bernadette, M.	\$312.00
	Invoice	Description			Amount
	144901	ARTS & CRAFTS CLASS, 4/27/23-6/20/23			\$312.00
292158	06/29/2023		Accounts Payable	TKM ENGINEERING	\$6,290.00
	Invoice	Description			Amount
	1198	PROFESSIONAL SVCS MAY 2023, ITS MASTER PLAN			\$2,220.00
	1199	PROFESSIONAL SVCS MAY 2023, LRSP			\$4,070.00
292159	06/29/2023		Accounts Payable	Triangle Sports, Inc.	\$8,940.15
	Invoice	Description			Amount
	41972	SUMMER PRYS UNIFORMS & GO-GETTER SHIRTS			\$8,940.15
292160	06/29/2023		Accounts Payable	U.S. Safety & Supply Co	\$105.27
	Invoice	Description			Amount
	HQ-I447501	SMALL TOOLS & SUPPLIES			\$105.27
292161	06/29/2023		Accounts Payable	Uhaul	\$123.25
	Invoice	Description			Amount
	5402847031	PROPANE FOR ASPHALT MAINTENANCE			\$123.25
292162	06/29/2023		Accounts Payable	VEGA, ELVIA	\$5.00

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	835982	REFUND FOR SENIOR CENTER DANCE, ERNIE VEGA			\$5.00
292163	06/29/2023		Accounts Payable	VIBE INC.	\$17,194.60
	Invoice	Description			Amount
	11597	VIBE BOARD PRO 75" & PORTABLE STAND			\$17,194.60
292164	06/29/2023		Accounts Payable	Whittier Printing	\$6,225.57
	Invoice	Description			Amount
	2759	SUPPLIES FOR REACH PROMO			\$6,225.57
Type Check Totals:			95 Transactions		\$1,618,696.71
<u>EFT</u>					
12126	06/16/2023		Accounts Payable	Time Warner Cable	\$849.00
	Invoice	Description			Amount
	Import - 6467	RADIO & TELECOMMUNICATION			\$849.00
12127	06/16/2023		Accounts Payable	Frontier California	\$191.18
	Invoice	Description			Amount
	Import - 6468	Radio & Telecommunication			\$191.18
12128	06/16/2023		Accounts Payable	So Calif Gas Company	\$44.63
	Invoice	Description			Amount

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Import - 6469	GAS SVC-9633 BEVERLY BLVD-CITY YARD			\$44.63
12129	06/20/2023		Accounts Payable	Time Warner Cable	\$40.40
	Invoice	Description			Amount
	Import - 6470	RADIO & TELECOMMUNICATION			\$40.40
12130	06/21/2023		Accounts Payable	Frontier California	\$156.11
	Invoice	Description			Amount
	Import - 6471	Radio & Telecommunication			\$156.11
12131	06/21/2023		Accounts Payable	So Calif Gas Company	\$484.13
	Invoice	Description			Amount
	Import - 6472	GAS SVC-3260 FAIRWAY DR			\$484.13
12132	06/22/2023		Accounts Payable	A & D Transportation, L.P.	\$2,370.00
	Invoice	Description			Amount
	013039	CAMP FIELD TRIP TO DISCOVERY CUBE 6/15/23			\$1,875.00
	012962	BIRNEY REACH FIELD TRIP 5/31/23			\$495.00
12133	06/22/2023		Accounts Payable	ABM Building Solutions, LLC	\$8,945.00
	Invoice	Description			Amount
	18219116	HVAC SVCS MAY 2023			\$8,945.00

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12134	06/22/2023		Accounts Payable	Advanced Avant-Garde Corp.	\$1,815.00
	Invoice	Description			Amount
	8619	PROFESSIONAL SVCS, MAY 2023 GRANT WRITING ASSISTANCE			\$1,815.00
12135	06/22/2023		Accounts Payable	Aramark	\$656.42
	Invoice	Description			Amount
	5860169420	UNIFORM RENTAL SVCS			\$327.46
	5860172115	UNIFORM RENTAL SVCS			\$328.96
12136	06/22/2023		Accounts Payable	Basic Benefits LLC	\$399.30
	Invoice	Description			Amount
	IN2773203	FMLA EASE PLUS SVC JUNE 2023			\$399.30
12137	06/22/2023		Accounts Payable	Black & White Emergency Vehicles, Inc	\$3,669.03
	Invoice	Description			Amount
	4988	EMERGENCY LIGHTS FOR VEHICLE			\$3,669.03
12138	06/22/2023		Accounts Payable	Christina A. Causly	\$396.00
	Invoice	Description			Amount
	145015-145053	TOTAL BODY WORKOUT & CARDIO KICKBOX CLASSES JUNE 2023			\$396.00
12139	06/22/2023		Accounts Payable	Delta Dental (Delta Care)	\$2,199.22
	Invoice	Description			Amount

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	BE005530177	DENTAL SERVICES (DHMO) FOR JUNE 2023			\$2,199.22
12140	06/22/2023		Accounts Payable	DIEGO'S AUTO REPAIR	\$440.00
	Invoice	Description			Amount
	29273	MAINTENANCE AND REPAIR OF UNIT 127			\$220.00
	29292	MAINTENANCE AND REPAIR OF UNIT 102			\$220.00
12141	06/22/2023		Accounts Payable	Garvey Equipment Company	\$65.00
	Invoice	Description			Amount
	153926	SMALL TOOLS			\$65.00
12142	06/22/2023		Accounts Payable	GENERAL BUILDING MANAGEMENT	\$4,632.00
	Invoice	Description			Amount
	18335	JANITORIAL SVCS FOR LIBRARIES MAY 2023			\$4,632.00
12143	06/22/2023		Accounts Payable	GODINEZ, CHARLENE F.	\$726.00
	Invoice	Description			Amount
	144988-144989	BROADWAY STARS 5/6/23-6/24/23			\$726.00
12144	06/22/2023		Accounts Payable	Home Depot	\$1,838.62
	Invoice	Description			Amount
	747978989	JANITORIAL SUPPLIES FOR PARKS			\$1,838.62

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12145	06/22/2023		Accounts Payable	I Copy, Inc (ibe digital)	\$63.44
	Invoice	Description			Amount
	455577	CONTRACT USAGE CHARGE 5/10/23-6/9/23			\$45.25
	455562	MAINTENANCE AND TONER EQUIPMENT CITY HALL			\$18.19
12146	06/22/2023		Accounts Payable	Interwest Consulting Group	\$1,400.00
	Invoice	Description			Amount
	87537	PROFESSIONAL SVCS APRIL 2023, BURKE ST WATER PLAN CHECK			\$1,400.00
12147	06/22/2023		Accounts Payable	LANDS' END, INC/BUSINESS OUTFITTERS	\$349.38
	Invoice	Description			Amount
	SIN11281929	UNIFORMS			\$479.26
	SCR1397501	CREDIT TO ACCOUNT			(\$129.88)
12148	06/22/2023		Accounts Payable	Lincoln Financial Group	\$1,527.20
	Invoice	Description			Amount
	060123	SUPPLEMENTAL LIFE INSURANCE FOR JUNE 2023			\$1,527.20
12149	06/22/2023		Accounts Payable	Mariposa Landscapes, Inc	\$244,609.30
	Invoice	Description			Amount
	102843	LANDSCAPE SVCS MAY 2023			\$20,475.00
	102658	BEVERLY BLVD MEDIANS BEAUTIFICATION PROJECT			\$224,134.30

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12150	06/22/2023		Accounts Payable	Matrix Audio Visuals Designs, Inc.	\$18,254.27
	Invoice	Description			Amount
	018737	SOUND SYSTEM, SMITH PARK			\$18,254.27
12151	06/22/2023		Accounts Payable	MSA-Dental Pool	\$9,170.08
	Invoice	Description			Amount
	060123	DENTAL SERVICES (DPPO) FOR JUNE 2023			\$9,170.08
12152	06/22/2023		Accounts Payable	Nationwide Environmental Services	\$110,972.87
	Invoice	Description			Amount
	33202	GRAFFITI ABATEMENT MAY 2023			\$25,151.06
	33259	STREET SWEEPING SVCS JUNE 2023			\$58,452.14
	33260	BUS SHELTER MAINTENANCE JUNE 2023			\$20,435.43
	33295	FUEL ADJUSTMENT MAY 2023			\$6,934.24
12153	06/22/2023		Accounts Payable	Nationwide Retirement Solutions	\$4,390.92
	Invoice	Description			Amount
	062223	EMPLOYEE/EMPLOYER CONTRIBUTIONS FOR P/E 06/16/23 (401A)			\$4,390.92
12154	06/22/2023		Accounts Payable	Nationwide RS	\$1,088.30
	Invoice	Description			Amount
	062223	PEHP BENEFIT/DEDUCTION FOR P/E 06/16/23			\$1,088.30

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12155	06/22/2023		Accounts Payable	Ocean Blue Environmental Services, Inc	\$3,904.07
	Invoice	Description			Amount
	38341	HAZARDOUS WASTE CLEAN UP, HOMELESS ENCAMPMENT			\$2,523.04
	38402	HAZARDOUS WASTE CLEAN UP, 9007 REX RD			\$1,381.03
12156	06/22/2023		Accounts Payable	PRMPCEA	\$637.00
	Invoice	Description			Amount
	062223	UNION DUES FOR P/E 06/16/23			\$637.00
12157	06/22/2023		Accounts Payable	Red Wing Shoe Store	\$200.00
	Invoice	Description			Amount
	3-2-119310	SAFETY SHOES FOR JACK NEWBURN			\$200.00
12158	06/22/2023		Accounts Payable	S & J Supply Co., Inc.	\$9,206.86
	Invoice	Description			Amount
	S100212373.001	MAIN AND SERVICE REPAIR			\$1,122.68
	S100210183.001	PLANT MAINTENANCE AND REPAIR			\$8,084.18
12159	06/22/2023		Accounts Payable	Security Signal Devices	\$1,770.42
	Invoice	Description			Amount
	R-00446173	MONITORING ALARM SYSTEMS JUNE 2023			\$1,471.56
	S-01103102	PANEL REPAIR, PLANT 8			\$298.86

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12160	06/22/2023		Accounts Payable	SEIU Local 721	\$1,519.65
	Invoice	Description			Amount
	062223	UNION DUES FOR P/E 06/16/23			\$1,519.65
12161	06/22/2023		Accounts Payable	Shoeteria, Inc.	\$593.48
	Invoice	Description			Amount
	0050162-IN	SAFETY SHOES FOR MIKE MENDOZA			\$200.00
	0050163-IN	SAFETY SHOES FOR ROBERT NAVA			\$193.48
	0050164-IN	SAFETY SHOES FOR ALEXANDER GONZALEZ			\$200.00
12162	06/22/2023		Accounts Payable	The Lincoln National Life Insurance Company	\$11,768.09
	Invoice	Description			Amount
	060123	GROUP LIFE, STD & LTD PREMIUMS FOR JUNE 2023			\$11,768.09
12163	06/22/2023		Accounts Payable	The Sherwin-Williams Co.	\$418.15
	Invoice	Description			Amount
	7033-8	PAINT SUPPLIES			\$88.03
	7278-9	PAINT SUPPLIES			\$66.33
	85886191510623	PAINT SUPPLIES			\$93.80
	7304-3	PAINT SUPPLIES			\$169.99
12164	06/22/2023		Accounts Payable	Underground Service Alert of Southern California	\$318.60
	Invoice	Description			Amount

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	22-2304268	MONTHLY TICKETS			\$65.35
	520230537	MONTHLY DATABASE TICKETS			\$253.25
12165	06/22/2023		Accounts Payable	United Rentals (North America), Inc	\$213.95
	Invoice	Description			Amount
	790017233-025	REACH STORAGE, RIVERA PARK			\$92.67
	216102350-005	SPECIAL EVENTS STORAGE AT SMITH PARK			\$121.28
12166	06/22/2023		Accounts Payable	Vulcan Materials Co.	\$2,591.00
	Invoice	Description			Amount
	73665513	ASPHALT FOR STREETS			\$365.60
	73667830	ASPHALT FOR STREETS			\$210.88
	73673571	ASPHALT FOR STREETS			\$362.59
	73675858	ASPHALT FOR STREETS			\$161.65
	73678941	ASPHALT FOR STREETS			\$216.11
	73678942	ASPHALT FOR STREETS			\$314.62
	73681569	ASPHALT FOR STREETS			\$533.77
	73671098	ASPHALT FOR STREETS			\$213.90
	73671099	ASPHALT FOR STREETS			\$211.88
12167	06/22/2023		Accounts Payable	Water Replenishment District of So. California	\$7,642.03
	Invoice	Description			Amount
	CBWM23-0110	GROUND WATER PRODUCTION & ASSESSMENT			\$7,642.03

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12168	06/22/2023		Accounts Payable	Weck Laboratories Inc.	\$1,641.00
	Invoice	Description			Amount
	W3F0193	WATER QUALITY SAMPLING			\$580.00
	W3F0652	WATER QUALITY SAMPLING			\$75.00
	W3F0653	WATER QUALITY SAMPLING			\$180.00
	W3F0654	WATER QUALITY SAMPLING			\$51.00
	W3F0655	WATER QUALITY SAMPLING			\$250.00
	W3F0657	WATER QUALITY SAMPLING			\$250.00
	W3F0658	WATER QUALITY SAMPLING			\$180.00
	W3F0659	WATER QUALITY SAMPLING			\$75.00
12169	06/22/2023		Accounts Payable	Willdan Engineering	\$45,941.50
	Invoice	Description			Amount
	00418558	PROFESSIONAL SVCS THROUGH 4/28/23, PFAS WATER TREATMENT			\$17,081.50
	00418566	PROFESSIONAL SVCS THROUGH 4/28/23, ADA CITY HALL			\$28,860.00
12170	06/22/2023		Accounts Payable	Time Warner Cable	\$11.15
	Invoice	Description			Amount
	Import - 6473	RADIO & TELECOMMUNICATION			\$11.15
12171	06/22/2023		Accounts Payable	So Calif Gas Company	\$367.70
	Invoice	Description			Amount

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Import - 6474	GAS SVC-6615 PASSONS BLVD CITY HALL			\$367.70
12172	06/23/2023		Accounts Payable	So Calif Gas Company	\$2,069.51
	Invoice	Description			Amount
	Import - 6475	GAS SVC-9025 MINES AVE			\$2,069.51
12173	06/23/2023		Accounts Payable	Time Warner Cable	\$114.99
	Invoice	Description			Amount
	Import - 6476	RADIO & TELECOMMUNICATION			\$114.99
12174	06/23/2023		Accounts Payable	So Calif Edison Company	\$1,892.58
	Invoice	Description			Amount
	Import - 6477	ELECTRIC SVC-9530 1/2 SHADE LN			\$1,892.58
12175	06/26/2023		Accounts Payable	City of Pico Rivera	\$163.35
	Invoice	Description			Amount
	Import - 6478	WATER SVC			\$163.35
12176	06/27/2023		Accounts Payable	Frontier California	\$160.14
	Invoice	Description			Amount
	Import - 6479	Radio & Telecommunication			\$160.14
12177	06/29/2023		Accounts Payable	A & D Transportation, L.P.	\$560.00

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
	Invoice	Description			Amount
	012953	EXCURSION TO EATON CANYON FALLS, 5/20/23			\$560.00
12178	06/29/2023		Accounts Payable	Aramark	\$326.46
	Invoice	Description			Amount
	5860174905	UNIFORM RENTAL SVCS			\$326.46
12179	06/29/2023		Accounts Payable	AUTOMATED WATER TREATMENT	\$34,856.53
	Invoice	Description			Amount
	1251	CHEMICAL SUPPLIES			\$34,856.53
12180	06/29/2023		Accounts Payable	Avenu MuniServices, LLC	\$2,500.00
	Invoice	Description			Amount
	INV06-016728	UUT-FIXED FEE, APRIL-JUNE 2023			\$2,500.00
12181	06/29/2023		Accounts Payable	Cobian, Sr., Luis	\$1,094.40
	Invoice	Description			Amount
	145001-145078	NIPPON KEMPO AND MIXED MARTIAL ARTS 6/1/23-6/29/23			\$1,094.40
12182	06/29/2023		Accounts Payable	Danielle Eileen Ruiz	\$201.60
	Invoice	Description			Amount
	144983	BEGINNERS YOGA 6/5/23-6/28/23			\$201.60

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12183	06/29/2023		Accounts Payable	Eastern County Newspaper Group, Inc.	\$2,655.90
	Invoice	Description			Amount
	36036	TENTATIVE TRACT MAP #082864			\$1,475.50
	36036-A	NOTICE INVITING BIDS-MEDIAN BEAUTIFICATION ROSEMEAD BL			\$1,180.40
12184	06/29/2023		Accounts Payable	Ever After Event Productions, LLC (OC Dance)	\$2,063.60
	Invoice	Description			Amount
	144932-144935	VARIOUS DANCE CLASSES MAY-JUNE 2023			\$2,063.60
12185	06/29/2023		Accounts Payable	Home Depot	\$330.33
	Invoice	Description			Amount
	748690658	JANITORIAL SUPPLIES FOR CITY HALL			\$330.33
12186	06/29/2023		Accounts Payable	I Copy, Inc (ibe digital)	\$2,618.92
	Invoice	Description			Amount
	455667	MAINTENANCE AND TONER EQUIPMENT FINANCE			\$18.19
	455726	MAINTENANCE AND TONER EQUIPMENT HR			\$18.19
	455727	MAINTENANCE AND TONER EQUIPMENT RIO HONDO PARK			\$18.19
	455789	CONTRACT OVERAGE CHARGE 5/17/23-6/16/23			\$2,564.35
12187	06/29/2023		Accounts Payable	JCL Traffic Services	\$365.15
	Invoice	Description			Amount
	118230	TRAFFIC CONTROL MATERIALS & STREET SIGNS			\$365.15

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12188	06/29/2023		Accounts Payable	John L Hunter & Associates Inc.	\$105.16
	Invoice	Description			Amount
	PR1MS412304	NPDES APRIL 2023			\$105.16
12189	06/29/2023		Accounts Payable	Kimley-Horn & Associates, Inc	\$1,908.23
	Invoice	Description			Amount
	25113365	PROFESSIONAL SVCS THROUGH 5/31/23, PR HEU 2021-2029			\$1,908.23
12190	06/29/2023		Accounts Payable	Nationwide Cost Recovery Services, LLC	\$940.00
	Invoice	Description			Amount
	PR M113-A	FORECLOSURE REGISTRATION FEES MAY 2023			\$940.00
12191	06/29/2023		Accounts Payable	S & S LaBarge Golf Inc	\$168,264.64
	Invoice	Description			Amount
	296	PAYROLL 5/11/23-5/24/23			\$26,377.60
	297	EXPENSE REIMBURSEMENT MAY 2023			\$38,355.98
	297-A	LIBERTY MUTUAL INS. LIABILITY/UMBRELLA MAY 2023			\$3,331.17
	297-B	ACTION SALES-ITEMS LOST IN FIRE REPLACEMENT			\$7,006.19
	298	PAYROLL 5/25/23-6/7/23			\$31,595.63
	299	PAYROLL 6/8/23-6/21/23			\$32,906.58
	297-B-ZAPIEN	CATERING			\$28,691.49

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12192	06/29/2023		Accounts Payable	Serrano, Leon	\$4,911.00
	Invoice	Description			Amount
	144974-144981	TIKI TAKA SOCCER CLASSES 5/4/23-6/28/23			\$4,911.00
12193	06/29/2023		Accounts Payable	Silva, Luz	\$560.00
	Invoice	Description			Amount
	144950	ZUMBA CLASS 6/6/23-6/29/23			\$559.00
	144950-A	ZUMBA CLASS 6/6/23-6/29/23			\$1.00
12194	06/29/2023		Accounts Payable	Tanko Streetlighting, Inc	\$8,791.72
	Invoice	Description			Amount
	68916	MAINTENANCE AND OPERATION OF STREET LIGHTS MAY 2023			\$4,395.86
	68965	MAINTENANCE AND OPERATION OF STREET LIGHTS JUNE 2023			\$4,395.86
12195	06/29/2023		Accounts Payable	TRC ENGINEERS, INC	\$23,977.22
	Invoice	Description			Amount
	40740	PROFESSIONAL SVCS THROUGH 5/31/23, TS UPGRADES CITYWIDE			\$23,977.22
12196	06/29/2023		Accounts Payable	United Rentals (North America), Inc	\$263.59
	Invoice	Description			Amount
	790017232-025	REACH STORAGE			\$87.19
	208638602-014	SPECIAL EVENTS STORAGE AT SMITH PARK			\$176.40

City of Pico Rivera
Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
12197	06/29/2023		Accounts Payable	Western Water Works Supply Company	\$1,666.09
	Invoice	Description			Amount
	1241508-00	MAIN SERVICE AND REPAIR			\$1,666.09
12198	06/29/2023		Accounts Payable	Willdan Engineering	\$21,516.50
	Invoice	Description			Amount
	00337766	PROFESSIONAL SVCS THROUGH 5/26/23, WASHINGTON BRIDGE			\$105.00
	00337767	PROFESSIONAL SVCS THROUGH 5/26/23, WHITTIER STPL 21346			\$324.00
	00337768	PROFESSIONAL SVCS THROUGH 5/26/23, MINES REGIONAL BIKEWAY			\$472.50
	00418422	PROFESSIONAL SVCS THROUGH 3/31/23, PFAS			\$16,455.00
	00625463	PROFESSIONAL SVCS THROUGH 5/17/23, TRAFFIC ENGINEERING			\$4,160.00
Type EFT Totals:			73 Transactions		\$795,365.06

CBC GenOpe - CBC General Operating Totals

Totals:

Checks	Transaction Amount
	\$1,618,696.71

Payment Register

From Payment Date: 6/16/2023 - To Payment Date: 6/29/2023

Number	Date	Description	Source	Payee Name	Transaction Amount
		EFTs			Transaction Amount
					\$795,365.06
		Grand Total			Transaction Amount
					\$2,414,061.77



To: Mayor and City Council
From: City Manager
Meeting Date: July 7, 2023
Subject: SISTER CITY COMMISSION APPOINTMENTS

Recommendation:

1. Approve a resolution ratifying the City Council appointments to the Sister City Commission.

Fiscal Impact:

There is no fiscal impact to the General Fund.

Discussion:

On September 25, 2007, the City Council adopted Ordinance No. 1037, creating a Sister City Commission for the City of Pico Rivera. The term of office for commissioners serving on the Sister City Commission expired in December 2018. The City Council is being asked to consider appointments to the Sister City Commission in order to continue its work and facilitate future meetings.

Each of the members of the Sister City Commission shall be appointed in the manner set forth by the attached resolution for a 6-month term expiring December 2023 to be in line with the terms of office of the Planning, Parks and Recreation, and Veterans commissions.

Several applications for this Commission were received by the City Clerk's Office and copies of qualified applications were provided to the City Council for their consideration. Staff has received the names submitted by three (3) City Council members and the names are included on the attached resolution.

[This space intentionally left blank]

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF JULY 7, 2023
SISTER CITY COMMISSION APPOINTMENTS
Page 2 of 2

Conclusion:

It is recommended that the City Council approve the resolution appointing commissioners to the aforementioned Commission.



Steve Carmona

SC:CA

Enclosure: 1) Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPOINTING THE FOLLOWING CITY ELECTORS: BOB PEREZ; ALDO MACIAS ARELLANO; AND IRMA ACOSTA TIRADO TO THE SISTER CITY COMMISSION FOR A 6-MONTH TERM SAID TO EXPIRE DECEMBER 2023

WHEREAS, Section 2.54.010 of the Pico Rivera Municipal Code creates the Sister City Commission; and

WHEREAS, Section 2.54.020 of said code provides for the appointment of a Sister City Commission of five members who shall be qualified electors of the City; and

WHEREAS, City Council Ordinance No. 1037 provides for the appointment of Sister City Commissioners for specified terms; and

WHEREAS, Mayor Pro Tempore Lara has recommended the appointment of Bob Perez to the Sister City Commission; and

WHEREAS, Councilmember Camacho has recommended the appointment of Aldo Macias Arellano to the Sister City Commission; and

WHEREAS, Councilmember Dr. Sanchez has recommended the appointment of Irma Acosta Tirado to the Sister City Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. That the following individuals are hereby appointed to the Sister City Commission:

Bob Perez
Aldo Macias Arellano
Irma Acosta Tirado

Said term shall commence on July 8, 2023 and expire on December 30, 2023 or at the time a successor is appointed, whichever is later.

SECTION 2. This resolution shall take effect immediately upon passage and adoption.

SECTION 3. That the City Clerk shall certify to the adoption and passage of this resolution and it shall thereupon be in full force and effect.

RESOLUTION NO. _____

Page 2 of 2

APPROVED AND PASSED this 7th day of July, 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, Jr. Deputy City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:



To: Mayor and City Council
From: City Manager
Meeting Date: July 7, 2023
Subject: RIVERA PARK BANQUET ROOM EMERGENCY REPLACEMENT OF HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) UNIT(S)

Recommendation:

1. Approve a resolution determining that the HVAC replacement at 9530 Shade Lane, Rivera Park Banquet Room, constituted an emergency, and that it was necessary to perform said work without the benefit of formal bidding;
2. Accept the emergency repair for the HVAC unit(s) at 9530 Shade Lane, Rivera Park Banquet Room, and authorize payment to Seacliff Mechanical Services (Seacliff) in the amount of \$175,058; and
3. Authorize the City Manager to execute all documents related to the HVAC replacement unit(s) at 9530 Shade Lane, Rivera Park Banquet Room in a form approved by the City Attorney.

Fiscal Impact:

The fiscal year (FY) 2023-24 Adopted Budget (Account No. 100.40.4031-54500) has sufficient funding to cover the cost of the emergency HVAC replacement to complete the work. No additional appropriation is needed.

Discussion:

The HVAC system in the Rivera Park Banquet Room has encountered multiple problems over the past few years necessitating significant repairs. The failures of the HVAC system varied, ranging from power loss to the units radiating heat rather than air conditioning. Staff requested the contracted HVAC maintenance service provider to assess and evaluate the HVAC unit at Rivera Park Banquet Room. Based on the assessment, it was determined that there are multiple repairs required for the HVAC unit, however, the service provider cannot assure that fixing these issues will completely resolve both current and future problems. Furthermore, the HVAC system was not

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF JULY 7, 2023
RIVERA PARK BANQUET ROOM EMERGENCY REPLACEMENT OF HEATING,
VENTILATION, AND AIR CONDITIONING (HVAC) UNIT(S)
Page 2 of 2

providing reliable cooling capabilities and subsequently shut down and is now inoperable. Due to the discovery of multiple necessary repairs that were not guaranteed to resolve all the issues, it has been determined that the best course of action is to replace the HVAC unit at this location.

In accordance with the Municipal Code Section 3.48.110 and Public Contract Section 22035, the Public Works Director has declared a public emergency. Given the emergency status of this project, the City is authorized to immediately replace or repair any public facility without the need to adopt plans, specifications, strain sheets, working details, or provide notice for bids.

The request of emergency work is also requested due to an unexpected and urgent request where health and safety is at risk. Staff solicited Request for Bids (RFBs) for the emergency replacement of the HVAC system at the Rivera Park Banquet Room.

The City received the following bids:

<u>Contractor</u>	<u>Amount</u>
1. Seacliff Mechanical Services	\$175,058
2. S & R Air Conditioning and Heating Inc.	\$184,560
3. ABM Building Solutions, LLC	\$286,635

After careful review and analysis, the staff has determined that Seacliff Mechanical Services (Seacliff) is the lowest and most responsible bidder therefore has been selected to proceed with the replacement of the HVAC system. Staff has verified Seacliff's references and found their past performance on jobs of similar size and scope to be satisfactory.

Conclusion:

Due to the immediate attention required, staff recommends that the City Council confirm the action of the Public Works Director and authorize payment to Seacliff Mechanical Services in the amount of \$175,058 for the emergency work completed.



Steve Carmona

SC:NN:ML:np

Enclosures: 1) Resolution/Exhibit A

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DECLARING THE HVAC REPLACEMENT AT RIVERA PARK BANQUET ROOM AN EMERGENCY SITUATION AND AWARDDING THE EMERGENCY HVAC REPLACEMENT CONTRACT TO SEACLIFF MECHANICAL SERVICES, WITHOUT FORMAL BIDDING PROCEDURES

WHEREAS, on or about May 18, 2023, the HVAC system at the Rivera Park Banquet Room located at 9530 Shade Lane (“Facility”), stopped working;

WHEREAS, Pico Rivera Municipal Code Section 3.48.110 authorizes City Staff to declare a public emergency and dispense with formal bidding procedures for public works projects to accomplish work that is necessary to permit the continued operation or services of the City or to avoid danger to life or property; and

WHEREAS, it is vital to replace the HVAC system at Rivera Park Banquet Room to provide for continued operation and services of the City and mitigate the public’s safety and health for those who attend City programming at the Facility; and

WHEREAS, the City sent requests for bids to qualified HVAC businesses and received three bids; and

WHEREAS, the City now desires to award an emergency HVAC replacement contract to Seaclyff Mechanical Services pursuant to Pico Rivera Municipal Code Section 3.48.110.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. Based on the staff report and the above recitals, which are incorporated herein, the City Council finds that the immediate replacement of the HVAC system at the Rivera Park Banquet Room constitutes an emergency, pursuant to the Pico Rivera Municipal Code Section 3.48.110, Public Contract Code Section 22035, and 22050 and is necessary for the continued operation and services of the City and to avoid danger to life or property.

SECTION 2. The City awards the work to Seaclyff Mechanical Services and authorizes the City Manager to execute a contract for the HVAC replacement for the Rivera Park Banquet Room in substantially the form attached hereto as “Exhibit A” and such other ancillary documents reasonably necessary to effectuate the intent of this Resolution in a form approved by the City Attorney.

SECTION 3. The City Clerk shall attest to the passage of this resolution, and it shall thereupon be in full force and effect.

RESOLUTION NO. _____

Page 2 of 2

APPROVED AND PASSED this 7th day of July 2023.

Erik Lutz, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, Jr. Deputy City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

PROJECT PROPOSAL

PREPARED FOR:

City of Pico Rivera

LOCATION:

Rivera Park | Pico Rivera, CA
9530 Shade Ln.
Pico Rivera, CA 90660

POINT OF CONTACT:

Carlos Del Toro
cdeltoro@pico-rivera.org
Office: 562.801.4466

Date 6.27.23

Quote #: 230627-2

SEACLIFF MECHANICAL SERVICES, LLC

PREPARED BY: José Jasso



www.SeacliffMechanical.com

(657) 464-2614

PROPOSAL

Seacliff Mechanical Services will provide installation, material procurement, management, labor, materials, tool, equipment, supplies, services and components to comply with contract to successfully complete project per scope of work below.

SCOPE OF WORK

Remove and properly dispose of existing condensing unit, air handler, and ducting.

Furnish and install three (3) 5-ton Carrier heat pump split systems per reference drawings.

Furnish and install three (3) equipment platforms for condensing units to be installed at the exterior northeast side of the building within fenced off equipment area.

Furnish and install condensing unit mounting hardware for three (3) condensing units.

Furnish and install three (3) electrical disconnects and related line voltage whips to condensing unit.

Furnish and install three (3) electrical service switches and related line voltage whips to air handling units.

Furnish and install electrical materials to provide line voltage home run from each condensing and indoor unit to Panels "AC Panel" (460/3PH) and "Main Panel" panel (208/1PH) including conduit, wire, and breakers.

Furnish and install copper piping materials for refrigerant line sets.

Furnish and install PVC Cover for exposed line set installed at exterior of building.

Furnish and install PVC UV resistant jacket and insulation for exposed refrigerant line set.

Furnish and install hanging materials for three (3) fan coil units.

Furnish and install three (3) secondary drain pans for indoor units.

Furnish and install three (3) condensate pumps for indoor units.

Furnish and install copper piping materials for condensate drains connected to sanitary drain in kitchen.

Furnish and install air distribution including hanging materials and seismic splays.

Furnish and install ducting insulation.

Furnish and install supply and return air device.

Furnish and install OSA intake louver and duct to each fan coil. OSA intake to deliver 900 CFM per unit.

Furnish and install three (3) 7-day programmable thermostats.

Furnish and install low voltage wiring related to Air conditioning systems.

Charge unit with Nitrogen to confirm a proper closed refrigerant line set system.

Recover nitrogen and charge units with proper amount of refrigerant per manufacturer's specification.

Perform start-up and test for proper operations.

Provide certified 3rd party air balance.

Scope Of Work (Continued)

Furnish and install materials for labeling of equipment and devices installed by Seacliff Mechanical Services.

Furnish and install new installation, T-bar grid, and 2x2 ceilings tiles. (*See clarification below)

Remove and properly dispose of (52) existing light fixtures.

Furnish and install (52) 2x4 LED light fixtures to be installed in new T-bar grid.

Furnish and install (52) light switches and switch packs with dimming capability.

Clarifications

Seacliff Mechanical Services assumes clear access to all work-related areas.

Carrier Equipment is currently in stock.

Air Devices are currently in stock.

Light Fixtures are currently 7 business days from approved submittal.

Project duration from project award/signed contract: 6 Weeks (Subject to change based on equipment lead time)

*2x2 ceilings tile with splines to be used in lieu of 2x4 ceilings tiles to prevent bowing/sagging of tiles due to insulation weight

Thank you for the opportunity to earn your business.

José Jasso

jose@SeacliffMechanical.com

O: (657) 464-2614

C: (714) 944-5982

PROPOSAL AMOUNT \$ 175,058.00

	HVAC	Ceiling	Lights	Proposal Amount
Total	\$ 100,805.00	\$ 53,323.50	\$ 20,930.00	\$ 175,058.50
Base Bid Delta	\$ -	\$ 41,497.50	\$ (2,730.00)	\$ 34,900.50
\$/TON	\$ 7,024.86			

ACCEPTANCE

If this proposal meets with your approval, please authorize commencement of work by signing below and returning to us. Please assign a purchase number and amount. Signature below also indicates acceptance of attached Terms & Conditions.

To accept this quotation, sign here and return:

Signature: _____ Date: _____

TERMS & CONDITIONS

Scope of Work

- Seaclyff Mechanical Services (SMS) will provide necessary tools, material, equipment, labor and trucks required to perform Scope of Work as detailed in the submitted proposal.
- SMS Scope of Work is based on site conditions at the time of the job walk. If the site conditions differ drastically from those indicated in the original 'Scope of Work', the customer may incur additional charges.
- SMS normal business hours are 7:30 a.m. to 4:00 p.m., Monday through Friday excluding holidays.
- Work performed outside these hours will be charged at 1.5 times (time and a half) the stated regular time rate.
- Work performed on holidays will be charged at 2 times (double time) the stated regular time rate.
- Current SMS maintenance contract holders will receive priority response time for service calls.

Payment Terms

- SMS standard terms of payment are Net 30 (payment due within 30 days of invoice).
- Quoted prices are valid for 30 days unless otherwise stated.
- Customer may change the 'Scope of Work', scheduling or performance requirements at any time in which case the price and completion dates may be altered by SMS.
- SMS shall retain the right to stop work if agreed upon payments are not made when due and may keep the job idle until all agreed upon payments have been received.
- A 3% surcharge will be added to all credit card transactions.

Additional Charges and Fees

- In the event non-stock parts are needed after hours, additional 'Emergency Opening' charges for parts suppliers will be charged to the customer. Additionally, any labor required to travel to pick up parts will be charged accordingly.
- Travel and business expenses will be added to emergency service calls outside our normal service area.

Warranty

- The SMS standard warranty guarantees all equipment, materials supply, and work furnished on the job against defect construction, components, or workmanship for a period of 90 days after the completion of the project, except when the supplier or manufacturer of the equipment of material provides a longer guarantee.
- SMS shall pass on all manufacturer warranties directly to the customer provided that scheduled maintenance is performed on the equipment per manufacturer specifications.
- The refrigerant charge shall be warrantied for 90 days provided that the customer has the equipment leak checked once a month by an EPA certified technician.
- Manufacturers warranties do not include shipping & expediting charges. Customer will be responsible for costs outside standard warranty terms.
- Optional manufacturer extended warranties for compressors or motors may be available upon request for an additional charge.
- Overtime and double time labor rates are not included in our standard warranty.

General Conditions

- Customer agrees not to assign or transfer this agreement without written approval of SMS.
- Where equipment is located above ceiling space, SMS shall not be liable for any damages caused from water, including, but not limited to, damage caused by stopped up drain lines and overflowed drain.
- The services to be performed under this agreement are not a guarantee against obsolescence. Normal wear and inspections shall not be construed as an approval or guarantee of the condition of the equipment.

- SMS shall be excused for any delay in completion of the agreement and shall not be liable for any loss of or damage to equipment caused by natural disasters, acts of the owner or the owner's agent, employee or independent contractor, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, transportation conditions, materials shortages, or damages attributable to additions, alterations, adjustments, repairs made by others, or other contingencies unforeseen by SMS and beyond the reasonable control of SMS.
- Any modification or addition to the work covered by this agreement shall be in writing and costs shall be adjusted accordingly.
- Equipment, electrical power wiring, outside equipment cabinets, plumbing, paint, drywall, ceiling work or any work required because of negligence, misuse of equipment, vandalism, sabotage, fire, flood or acts of natural causes, shortage of high voltage electrical supply, will not be included in the agreement. If the equipment covered is altered, modified, changed or moved, or quantity of systems increase, the price of this agreement may be increased accordingly or terminated.
- If any dispute should arise in relation to this agreement SMS and customer shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then SMS and the customer shall seek mediation in accordance with the laws in the State of California. If SMS and the customer fail to resolve the dispute through mediation then the parties shall be allowed to submit their cases in the Superior Court for Orange County, California. If either party becomes involved in litigation arising from this agreement or the performance of it, the court or tribunal in such litigation or in mediation shall award reasonable cost and expenses of mediation and litigation, including expert witness fees and attorney fees, to the prevailing party or parties.

Exclusions

Unless otherwise noted above, the following items are excluded from this quote:

- Existing conditions or city code upgrades
- Removal of power lines during rigging
- Modification of sprinklers
- Modification of architectural screens or sound barriers
- Asbestos abatement or control
- Ethernet & data communications work
- Duct testing / HERS Testing
- Parking Fees
- Title 24 code upgrades
- Title 24 calculations
- Envelope calculations
- Fees for licenses
- Government fees to comply with local regulations
- Fire Life Safety
- Equipment screening
- Condensate receptacle and lines
- Roof patch and repair
- Landlord required Sub-contractors
- Cutting and furring
- Patching and/or redecorating
- Gas lines
- Roof access
- Structural bolstering and structural supports
- Trenching and/or backfilling
- EMS equipment cabinet by KES
- X-ray/scanning of floors and walls
- Coring or concrete saw-cutting
- Relocation of existing utilities
- Parking Fees
- Equipment room modifications
- Combustion air
- 6-6-10-10 wire mesh
- Solar panel framework and bonds
- All overtime labor is excluded
- Permit fee markup will be limited to 10% above cost



To: Mayor and City Council
From: City Manager
Meeting Date: July 7, 2023
Subject: APPROVAL OF TELEGRAPH ROAD MEDIANS LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH THE CITY OF DOWNEY

Recommendation:

1. Approve the Landscape Maintenance Services Agreement with the City of Downey for the Telegraph Road medians and execute an agreement in a form approved by the City Attorney.

Fiscal Impact:

The City of Pico Rivera shares equal responsibility with the City of Downey for covering 50% of the expenses related to routine landscape maintenance on the center median islands located at the intersection of Telegraph Road where the two cities meet. The agreement entails extraordinary maintenance, periodic tree trimming on the median island, energy and water costs, and/or any other activity involving landscape maintenance expenditures along the Telegraph Road corridor. The estimated annual cost for the landscape maintenance services is \$50,000. Sufficient funds are available in the fiscal year (FY) 2023-24 Public Works Maintenance budget under Account No. 100.40.4030-54645 (Median Island Maintenance).

Discussion:

In 2013, the City collaborated with the City of Downey on a project called the Telegraph Road Traffic Throughout and Safety Enhancements (Phase 1). The scope of this project involved the construction of raised landscaped median islands and the rehabilitation of the existing pavement along Telegraph Road between Lakewood Boulevard/Rosemead Boulevard and Passons Boulevard as well as traffic signal upgrades at the Serapis Avenue and Passons Boulevard intersections. The City of Pico Rivera was the lead agency for the Phase 1 project.

In December 2022, Phase 2 of the Telegraph Road Traffic Throughout and Safety Enhancements Project began in collaboration with the City of Downey. Phase 2 of the

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF JULY 7, 2023
APPROVAL OF TELEGRAPH ROAD MEDIANS LANDSCAPE MAINTENANCE
SERVICES AGREEMENT WITH THE CITY OF DOWNEY
Page 2 of 2

project involved the implementation of raised landscaped median islands and the restoration of the existing pavement on Telegraph Road. This was done between the western City limit and Lakewood Boulevard/Rosemead Boulevard, as well as between Passons Boulevard and the eastern City limit. Additionally, traffic signal upgrades were carried out at the intersections of Birchbark Avenue and True Avenue. The City of Downey, acting as the lead agency, filed the Notice of Completion on June 13, 2023.

Following the completion of the Project, the cities of Pico Rivera and Downey have agreed to establish a cooperative agreement. This agreement aims to outline the responsibilities for maintaining and caring for the median islands along the Telegraph Road corridor. The defined area spans include the western city limit at the Rio Hondo Channel to the eastern city limit at the San Gabriel River. In addition, the proposed agreement (Enclosure 1) defines the 50% cost sharing among the two (2) agencies for the landscape maintenance expenditures along the Telegraph Road corridor. The locations of the landscape median island locations located on the Telegraph Road corridor are listed in Exhibit A of the agreement.

The agreement term once commenced, shall remain in effect until it is terminated for any reason by either party, in writing, with at least thirty (30) days advance notice.

Conclusion:

Staff recommends that the City Council approve the Landscape Maintenance Services Agreement with the City of Downey for the landscape maintenance services on the Telegraph Road corridor.



Steve Carmona

SC:NN:ML:np

Enclosure: 1) Landscape Maintenance Services Agreement

**AGREEMENT BETWEEN
THE CITY OF DOWNEY AND THE CITY OF PICO RIVERA
FOR ON-STREET LANDSCAPE MAINTENANCE SERVICES**

THIS AGREEMENT FOR ON-STREET LANDSCAPE MAINTENANCE SERVICES (“Agreement”) is made between the City of Downey, a municipal corporation and charter city (“Downey”), and City of Pico Rivera, a municipal corporation (“Pico Rivera”). (Downey and Pico Rivera are sometimes referred to herein as “Cities” or “Agencies”).

In consideration of the mutual covenants and conditions set forth herein, the Cities agree as follows:

1. TERM

This Agreement shall become effective as of July 11, 2023 and shall remain and continue in effect until it is terminated for any reason by either party in writing with at least thirty (30) days advance notice.

2. SERVICES

Downey will use both its contracted on-street landscape maintenance service provider for both routine and extraordinary landscape maintenance and tree trimming service provider for tree trimming maintenance (“Downey’s Service Providers”) on the designated Telegraph Road corridor medians and parkways between the west city limits and the east city limits as identified in Exhibit “A”.

As used in this Agreement, “routine maintenance” occurs at least monthly and includes those tasks identified in the Professional Services Agreement between Downey and Downey’s Service Provider for Citywide On-Street Landscape Maintenance Services (“Downey’s Service Agreements”), attached hereto as Exhibit “B”.

As used in this Agreement, “extraordinary maintenance” is additional or extra work as described in Downey’s Service Agreements, attached hereto as Exhibit “B”.

As used in this Agreement, “tree trimming maintenance” occurs periodically and includes those tasks identified in the Professional Services Agreement between Downey and Downey’s Service Provider for Tree Trimming Maintenance Services (“Downey’s Service Agreements”) attached hereto as Exhibit “C”.

As used in this Agreement, “energy costs” include all costs charged by Southern California Edison (“SCE”) for energy consumed during the use of the landscape irrigation systems and as measured by the SCE meter through which the energy flows, and any other costs charged by SCE related to the use of the landscape irrigation systems and billed during its regular invoicing for said energy.

As used in this Agreement, “water costs” include all costs charged by Pico Rivera for water consumed during the use of the landscape irrigation systems and as measured

by the Pico Rivera water meters through which the water flows, and any other costs charged by Pico Rivera related to the use of the landscape irrigation systems and billed during its regular invoicing for said water.

3. PERFORMANCE

Downey and Pico Rivera shall at all times faithfully, competently, and to the best of their ability, experience, and talent, work cooperatively for the execution and implementation of this Agreement. Downey's Service Providers shall fulfill Downey's responsibilities pursuant to this Agreement. When extraordinary maintenance is required, which is the financial responsibility of Pico Rivera pursuant to Section 6 of this Agreement, if Downey's Service Provider suggests more than one alternative course of action to effect the needed maintenance, then Downey shall consult with Pico Rivera regarding the course of action to be taken.

4. MANAGEMENT OF THIS AGREEMENT

Downey's Director of Public Works or his designee shall represent Downey in all matters pertaining to the administration of this Agreement. Pico Rivera's Director of Public Works shall represent Pico Rivera in all matters pertaining to the administration of this Agreement. Each of the foregoing individuals are referred to individually as the "Contract Administrator" and collectively as the "Contract Administrators." Downey's Contract Administrator shall review and, as applicable (such as when specialized services that are not contemplated by this agreement are performed by Downey's Service Providers), consult with Pico Rivera's Contract Administrator, regarding the services performed and invoices submitted by Downey's Service Providers.

5. PAYMENT

Downey's Service Providers will submit monthly invoices to Downey for reimbursement of routine maintenance services. SCE will invoice Downey for reimbursement for energy costs. Extraordinary maintenance costs performed by Downey's Service Providers will be invoiced to Downey for reimbursement.

Pico Rivera will submit monthly invoices to Downey for reimbursement of water consumed during the use of the landscape irrigation systems along the Telegraph Road corridor.

Downey will then submit one combined quarterly invoice to Pico Rivera for their share of routine maintenance services and energy charges based on the cost sharing ratios in Section 6 of this Agreement, for their share of the cost of extraordinary maintenance and a credit for the water consumed. Pico Rivera will make payment within sixty days (60) after receipt of each invoice from Downey.

6. COST SHARING: MAINTENANCE/REPAIR, ENERGY AND WATER

Cost sharing for routine on-street landscape maintenance costs between Downey and Pico Rivera for routine maintenance (excluding tree trimming, energy and

extraordinary maintenance costs) of the designated medians and parkways on Telegraph Road corridor from the west city limits to the easterly city limits will be shared between the two agencies with Downey's share being fifty percent (50%) and Pico Rivera's share being fifty percent (50%).

The entire cost of extraordinary maintenance on the median islands for the Telegraph Road corridor, including labor and equipment, will be shared between the two agencies in accordance with the maintenance cost sharing provision above, with Downey's share being fifty percent (50%) and Pico Rivera's share being fifty percent (50%). The cost for extraordinary maintenance on the parkways, frontage road and side street medians within each City along the Telegraph Road corridor will be paid one hundred percent (100%) by each respective agency.

The entire cost of median island tree trimming maintenance for the Telegraph Road corridor, including labor and equipment, will be shared between the two agencies in accordance with the maintenance cost sharing provision above, with Downey's share being fifty percent (50%) and Pico Rivera's share being fifty percent (50%). The cost for parkway and frontage road tree trimming maintenance within each City along the Telegraph Road corridor will be paid by each respective agency.

Costs for energy to power the landscape irrigation systems on the Telegraph Road corridor will be shared evenly between the two Agencies with Downey's share being fifty percent (50%) and Pico Rivera's share being fifty percent (50%).

Costs for water to supply the landscape irrigation systems on the Telegraph Road corridor will be shared evenly between the two Agencies with Downey's share being fifty percent (50%) and Pico Rivera's share being fifty percent (50%).

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) Downey or Pico Rivera may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least thirty (30) days prior written notice. If any party suspends or terminates a portion of the Agreement, then such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, Downey shall pay to Downey's Service Provider its actual value of the work performed up to the effective date of termination. Downey will then submit one final invoice to Pico Rivera based on the cost sharing ratios in Section 6 of this Agreement. Upon termination of the Agreement pursuant to this Section, Downey's Service Provider will submit invoices to Downey for final reimbursement pursuant to Section 5.

8. DEFAULT OF DOWNEY OR PICO RIVERA

(a) Downey's or Pico Rivera's failure to comply with the provisions of this Agreement shall constitute a default. In the event Downey or Pico Rivera is in default for cause under the terms of this Agreement, and upon expiration of the cure period, if

applicable, in Section 8(b), Downey shall notify service provider of same and shall have no obligation or duty to continue compensating on-street landscape maintenance service provider for any work performed for Pico Rivera, as applicable, after the date of default and can terminate this Agreement per this Section 8(a).

(b) If Downey's City Manager, or his designee, determines Pico Rivera is in default in the performance of any of the terms of this Agreement, then he shall cause to be served upon Pico Rivera a written notice of the default. Pico Rivera shall have thirty (30) days after service upon it of said notice in which to cure the default by rendering a satisfactory payment. In the event that Pico Rivera fails to cure its default within such period of time, Downey shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled under this Agreement.

9. OWNERSHIP OF DOCUMENTS

(a) Downey's Service Provider shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information that relates to the performance of Downey's Service Provider under this Agreement. Downey shall receive from Downey's Service Provider adequate records of services provided in sufficient detail to permit an evaluation of services for each billing cycle. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Downey's Service Provider shall provide free access to the representatives of Downey or its designees at reasonable times to such books and records; shall permit Downey to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Pico Rivera may request back-up documentation from Downey to support the cost allocations in this Agreement.

(b) Upon expiration of this Agreement, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, surveys, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of Downey as applicable.

10. INDEMNIFICATION

(a) The City of Downey shall require any Service Providers performing work contemplated under this Agreement to i) indemnify the City of Pico Rivera for all work performed by the Service Providers; and ii) name the City of Pico Rivera, its officers, agents, and employees, as additional insureds in the Service Providers' insurance policies. Any Service Providers shall be required to show proof of these two requirements prior to commencing any work in the City of Pico Rivera or on property owned by the City of Pico Rivera.

(b) Neither Downey, nor any officer or employee of Downey (hereinafter referred to in this section as "Downey"), shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Pico Rivera, or any of its officers,

employees or agents (collectively referred to in this section as “Pico Rivera”) under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Pico Rivera under this Agreement. It is also understood and agreed, pursuant to Government Code Section 895.4, Downey shall fully indemnify, defend, and hold harmless Pico Rivera from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of Downey under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Downey in this Agreement.

(c) Neither Pico Rivera, nor any officer or employee of Pico Rivera, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Downey under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Downey under this Agreement. It is also understood and agreed, pursuant to Government Code Section 895.4, Pico Rivera shall fully indemnify, defend, and hold harmless Downey from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of Pico Rivera under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Pico Rivera in this Agreement.

(d) In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement (as defined in Section 895 of said Code), each of Cities, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of Cities indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

11. INDEPENDENT CONTRACTOR

(a) Downey’s Service Agreement shall provide that Downey’s Service Provider is and shall at all times remain as to Downey a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Downey’s Service Provider shall at all times be under Downey’s Service Provider’s exclusive direction and control. Neither Downey nor any of its officers, employees, or agents shall have control over the conduct of Downey’s Service Provider or any of Downey’s Service Provider’s officers, employees or agents, except as set forth in Downey’s Service Agreements. Downey’s Service Provider shall not, at any time or in any manner, represent Downey or Pico Rivera or any of their respective officers, employees, or agents in any manner. Downey’s Service Provider shall not incur or have the power to incur any debt, obligation, or liability whatsoever on behalf of Downey or Pico Rivera, or bind Downey or Pico Rivera in any manner.

Neither Downey nor Pico Rivera shall assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior consent of the other City.

16. GOVERNING LAW

Downey and Pico Rivera understand and agree the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the state or federal district court with jurisdiction over the City of Downey.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

[Remainder of this page intentionally left blank]

18. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of the parties named below warrant and represent that they have the authority to execute this Agreement and the authority to bind their respective City to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF DOWNEY,
a municipal corporation and
charter city**

**CITY OF PICO RIVERA,
a municipal corporation**

Claudia M. Frometa, Mayor

Erik Lutz, Mayor

Attest:

Attest:

Maria Alicia Duarte, CMC, City Clerk

Cynthia Ayala, Jr. Deputy City Clerk

Approved As To Form:

Approved As To Form:

**Lauren Langer, Interim City Attorney
City of Downey**

**Arnold M. Alvarez-Glasman, City Attorney
City of Pico Rivera**

ATTACHMENTS

- Exhibit "A": Telegraph Road Corridor Medians and Parkways List
- Exhibit "B": Professional Services Agreement and Amendment No. 1 for Citywide On-Street Landscape Maintenance Services
- Exhibit "C": Professional Services Agreement for Citywide Tree Trimming Maintenance Services

Exhibit "A"

TELEGRAPH ROAD CORRIDOR MEDIANS AND PARKWAYS LIST

CATEGORY I - MEDIANS		
Site #	Description	Location/Limits
M-15.01	Telegraph Rd.	West City Limit to 475' E/O West City Limit (Metro Dwy.)
M-15.02	Telegraph Rd.	535' E/O West City Limit (Metro Dwy.) to Industry Ave.
M-15.03	Telegraph Rd.	Industry Ave. to W/O Tweedy Ln.
M-15.04	Telegraph Rd.	Tweedy Ln. to Lowman Ave.
M-15.05	Telegraph Rd.	Lowman Ave. to Paramount Blvd.
M-15.06	Telegraph Rd.	Paramount Blvd. to Fernadel Ave.
M-15.07	Telegraph Rd.	Fernadel Ave. to Birchbark Ave.
M-15.08	Telegraph Rd.	Birchbark Ave. to Stamps Rd.
M-15.09	Telegraph Rd.	Stamps Rd. to Manzanar Ave.
M-15.10	N/S Telegraph Rd.	Northerly Median at Manzanar Ave.
M-15.11	N/S Telegraph Rd.	Northerly Median at Lexington-Gallatin Rd.
M-15.12	S/S Telegraph Rd.	Southerly Median at Lindell Ave.
M-15.13	Telegraph Rd.	W/O Arrington Ave. North
M-15.14	Telegraph Rd.	Arrington Ave. North to Arrington Ave. South
M-15.15	Telegraph Rd.	Arrington Ave. South to Serapis Ave.
M-15.16	Telegraph Rd.	Serapis Ave. to Chaney Ave.
M-15.17	Telegraph Rd.	Chaney Ave. Intersection
M-15.18	Telegraph Rd.	Chaney Ave. to W/O Passons Blvd.
M-15.19	Telegraph Rd.	Passons Blvd. to Cord Ave.
M-15.20	Telegraph Rd.	Cord Ave. to Hasty Ave.
M-15.21	Telegraph Rd.	Hasty Ave. to Klinedale Ave.
M-15.22	Telegraph Rd.	Klinedale Ave. to True Ave.
M-15.23	Telegraph Rd.	True Ave. to Pico Vista Rd.

TELEGRAPH ROAD CORRIDOR MEDIANS AND PARKWAYS LIST

CATEGORY II - PARKWAYS		
Site #	Description	Location/Limits
P-24.01	S/S Telegraph Rd.	Rio Hondo River (West City Limit) to Metro Driveway Entrance
P-24.02	S/S Telegraph Rd.	Metro Driveway Entrance to Industry Ave.
P-24.03	N/S Telegraph Rd.	W/O Crider Ave. to Paramount Blvd.
P-24.04	N/S Telegraph Rd.	Alley W/O to Elmont Ave. to Fernadel Ave.
P-24.05	N/S Telegraph Rd.	Fernadel Ave. to End E/O Fernadel Ave.
P-24.06	S/S Telegraph Rd.	West End of Frontage Rd. to Passons Blvd.
P-24.07	N/S Telegraph Rd.	Hasty Ave. to East End of Frontage Rd.
P-24.08	N/S Telegraph Rd.	W/O Songfest Dr. to Klinedale Ave.
P-24.09	S/S Telegraph Rd.	Songfest Dr. to True Ave.
P-24.10	N/S Telegraph Rd.	True Ave. to San Gabriel River (East City Limit)
P-24.11	S/S Telegraph Rd.	Pico Vista Rd. to San Gabriel River (East City Limit)

AGREEMENT FOR CITYWIDE ON-STREET LANDSCAPE MAINTENANCE SERVICES

THIS AGREEMENT for Citywide On-Street Landscape Maintenance Services ("Agreement") is made this 25th day of August, 2020, between the City of Downey, a municipal corporation and charter city, hereinafter referred to as "City", and Landscape West Management Services, Inc., a California Corporation hereinafter referred to as "Service Provider" and collectively referred to herein as the "parties".

RECITALS

WHEREAS, City is a municipal corporation and charter city organized and existing pursuant to the City Charter and the Constitution of the State of California; and,

WHEREAS, City desires to engage the services of the Service Provider to provide Citywide On-Street Landscape Maintenance Services and to render its services on the terms and conditions provided in this Agreement; and,

WHEREAS, City advertised for Citywide On-street Landscape Maintenance Services and Service Provider was selected through a competitive process; and,

WHEREAS, Service Provider is a qualified landscape maintenance company, possessing a valid State of California contractor's license (Classification C27 "Landscaping") and desires to render Citywide On-Street Landscape Maintenance Services (referred to herein as the "Services" or "Scope of Work", or "Citywide On-Street Landscape Maintenance Services") for the City as provided herein; and,

WHEREAS, Service Provider further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner.

NOW, THEREFORE, City hereby engages the services of the Service Provider, and in consideration of the mutual promises herein contained, the parties agree as follows:

1. TERM

1.1. NOTICE TO PROCEED

The execution of this Agreement by the parties does not constitute an Authorization to Proceed. The Citywide On-Street Landscape Maintenance Services as described herein shall commence when City, acting by and through its Contract Administrator, has issued a written Notice to Proceed. The Citywide On-Street Landscape Maintenance Services shall be diligently prosecuted to completion within the schedules specified in this Agreement.

1.2. TERM OF AGREEMENT

The Initial Term of this Agreement shall be from October 1, 2020 to September 30, 2022, unless earlier terminated as provided herein. Service Provider shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. City reserves the right to extend the term ("Extended Term") annually for a maximum of three (3) one-year periods, commencing October 1, 2022 and ending September 30, 2025, subject to City Manager approval.

1.3. DEFINITIONS

The following words shall have the following meanings:

- A. City The City of Downey, California
- B. Contract Administrator Director of Public Works or his/her designee.
- C. Service Provider Landscape West Management Services, Inc.
- D. Superintendent The Service Provider's designated field representative
- E. Scope of Work/Fee Schedule EXHIBIT A of this document indicating the scope of work and compensation for which Service Provider will perform the services described in this Agreement.
- F. Maintained Areas The public areas to be maintained within the City, as shown and described in EXHIBIT C of this Agreement.
- G. Green Waste Disposal Site City of Downey Maintenance Services Yard located at 12324 Bellflower Blvd., Downey, CA 90242

2. SCOPE OF SERVICES

2.1. GENERAL CONDITIONS

The following general conditions detail the basic program requirements and services to be provided under this Agreement:

2.1.1. NOT AN AGENT OF CITY

Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Service Provider or under its supervision. Service Provider will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Service Provider on an independent contractor basis and not as an employee. Service Provider retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Service Provider shall also not be employees of City and shall at all times be under Service Provider's exclusive direction and control. Service Provider shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Service Provider shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

In the event that Service Provider or any employee, agent, or subcontractor of Service Provider providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of City, Service Provider shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Service Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2.1.2. PERFORMANCE OF WORK - GENERAL

Service Provider shall, at its own cost and expense, furnish all labor, materials, tools, equipment and incidentals necessary to complete the Scope of Work described in this Agreement. All work shall be subject to the approval of the Contract Administrator, or his/her designee.

2.1.3. STANDARD OF PERFORMANCE

Standard of Care: Performance of Employees. Service Provider shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Service Provider represents and maintains that it is skilled in the professional calling necessary to perform the Services. Service Provider warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Service Provider represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

2.1.4. DEFECTIVE WORK

Service Provider shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Service Provider's failure to comply with the standard of care provided for herein. The Service Provider shall correct at its own expense any part of the work that has been improperly executed within 24 hours of notification by City. Failure to respond and correct a deficiency within an acceptable time frame shall subject Service Provider to a penalty pursuant to Section 3.5.5 of this Agreement. Additionally, if Service Provider refuses or neglects to correct such defective work, it may be corrected by the City at the expense of the Service Provider, plus 15% for overhead expenses.

2.1.5. REPRESENTATIVES

A. City's Representative

1. Contract Administrator

The City hereby designates the Director of Public Works or his or her designee as City's Contract Administrator, and shall act as City's representative for the performance of this Agreement ("City's

Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Service Provider shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

B. Service Provider’s Representative

1. Service Provider hereby designates Armando Esquivel, Supervisor or his designee, to act as Service Provider’s representative for the performance of this Agreement (“Service Provider’s Representative”). Service Provider’s Representative shall have full authority to represent and act on behalf of the Service Provider for all purposes under this Agreement. The Service Provider’s Representative shall supervise and direct the Scope of Work, using his best professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Scope of Work under this Agreement.

2. Superintendent

Service Provider shall be required to designate a Superintendent to represent Service Provider in connection with the Scope of Work under this Agreement. Service Provider shall provide the name, title and contact information of the Superintendent to the City’s Representative at the time of execution of this Agreement. The Superintendent must be knowledgeable with all aspects of this Agreement, and can effectively communicate with City’s Representative regarding the requirements under this Agreement. Instructions and information given by the City’s Representative to the Service Provider’s Superintendent pertaining to the obligations under this Agreement shall be considered as having been given to the Service Provider.

- i) Superintendent will be the Service Provider’s primary contact person for communication with the City. The Superintendent shall meet with the City as necessary to effectuate the purposes of the Agreement, and must be available to respond to inquiries, job walks and inspections of the maintained areas as required.
- ii) Superintendent shall not change without prior written notification of the City, excluding cases of termination of the employee.
- iii) Superintendent shall have at least five (5) years’ experience in the management of recurring landscape maintenance services for municipal government entities.
- iv) Superintendent shall have demonstrated competence in the diligent prosecution of recurring landscape maintenance operations, mobilization of labor, materials and equipment resources, scheduling work, training staff.

- v) Superintendent must be able to anticipate, direct and monitor the progress of recurring maintenance activities, oversee the performance of all assigned staff and subcontractors and be responsible for ensuring that all work is completed to the satisfaction of the Director of Public Works or his/her designee.
- vi) Superintendent shall be on site for a minimum of fifteen (15) hours per week.
- vii) Superintendent shall possess the following qualities:
 - (1) Knowledge of all phases of landscape maintenance, including cultural practices, pest control and irrigation.
 - (2) Knowledge of plant names, tools and machines of the trade
 - (3) Ability to read construction plans, irrigation plans and maps
 - (4) Strong managerial, organization and scheduling skills
 - (5) Proficiency in use of Microsoft Office software, particularly MS Outlook, Word and Excel programs.

3. Foreman/Leadworker

A responsible Foreman or Leadworker must be able to effectively communicate with City's Representative regarding the Scope of Work and shall represent the Service Provider's work crew at each location where the Scope of Work is in progress.

4. Irrigation Specialist

Service Provider shall maintain on staff an irrigation specialist with demonstrated competency, knowledge and experience in the use, programming, troubleshooting, maintenance and repair of all stand-alone and centralized irrigation controllers used by City, including Rainbird, Toro, Hunter, Sterling, DIG/Leit, Irritrol and Calsense brands.

- i) Irrigation Specialist shall have at least five (5) years' experience in the diagnosis, repair, replacement, and installation of all irrigation system components, including controllers, wiring and connections, mainlines, backflow prevention devices, control valves, master valves, flow sensors, pressure regulators, etc.
- ii) Irrigation Specialist shall possess the following qualities:
 - (1) Knowledge of equipment, tools and trouble-shooting methods of the trade.
 - (2) Ability to read irrigation plans and wiring diagrams.

- (3) Proficiency in programming and water management functions of Calsense irrigation controllers, and shall be capable of producing water usage reports as requested by City.
5. Substitution of Key Personnel. Service Provider has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Service Provider may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Service Provider cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause.
6. Laws and Regulations. Service Provider shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in force at the time the Services are performed by Service Provider and in any manner affecting the performance of the Project or the Services, including all applicable Cal/OSHA requirements, and shall give all notices required by law. Service Provider shall be liable for all violations of such laws and regulations in connection with Services. If the Service Provider performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Service Provider shall be solely responsible for all costs arising therefrom. Service Provider shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the applicable indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Service Provider's violation of such laws, rules and regulations shall also constitute a material breach of this Agreement.

2.1.6. SUBCONTRACTORS

Service Provider shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Service Provider shall require and verify that all subcontractors maintain insurance meeting all of the requirements set forth in this Agreement. Service Provider shall ensure that City is an additional insured as required in Section 15 and shall contain a provision making them subject to all provisions stipulated in this Agreement.

If the Service Provider chooses to employ subcontractors and the City approves, the City shall have direct access to a designated representative from each subcontractor. The Service Provider or subcontractor(s) shall not change this designation without prior approval of the City. The City's direct contact with subcontractor(s) in no way eliminates the Service Provider's ultimate responsibility to fulfill every requirement of this Agreement.

2.1.7. MATERIALS

- A. The Service Provider shall furnish all materials needed to complete the Services required under the terms of this Agreement, except those materials specified to be furnished by the City.
- B. The Service Provider shall submit satisfactory evidence to the Contract Administrator, upon request, establishing that all materials used in the provision of this Agreement shall be of a superior nature for the work to be performed.

2.1.8. WORKFORCE

- A. Prevailing Wages. Pursuant to Downey Municipal Code Section 2935, the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects, shall apply to the Services in this Agreement. Service Provider agrees to fully comply with such Prevailing Wage Laws. City shall provide Service Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Service Provider shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Service Provider’s principal place of business and at the Project site. Service Provider shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. If applicable, Service Provider shall be registered at all times with the Department of Industrial Relations under the Public Works Contractor Registration Program for Labor Compliance.
- B. The Service Provider shall provide sufficient personnel to perform all work in accordance with this Agreement. At no time, will the Service Provider allow its crew to be diminished in size or labor hours reduced so as to not effectively complete the Scope of Work.
- C. All of the Service Provider’s personnel shall be supervised by the Superintendent and/or Foreman or Leadworker as set forth in Section 2.1.5 B.2 and 2.1.5 B.3.

2.1.9. UNIFORMS

- A. Service Provider’s personnel shall be clearly identifiable as an employee of the Service Provider while working in the City by wearing clean and neat uniforms, complete with company name, logo and a name tag.
- B. Service Provider shall require its personnel to wear proper work shoes and other clothing and gear required by Federal and/or State Safety Regulations.

2.1.10. VEHICLES AND EQUIPMENT

- A. Service Provider shall provide an adequate number of vehicles and equipment to perform the Scope of Work for which it is responsible under this Agreement.
 - 1. All vehicles and equipment shall be maintained in a clean and efficient condition and shall comply with all measures and procedures promulgated by all agencies with jurisdiction. Service Provider shall submit a list of vehicles and equipment to be used in the City to perform this Agreement for City review and approval. The list shall include the make, the model and the model year of all vehicles to be used to perform the Services under this Agreement. At the City's discretion, the City's Contract Administrator may inspect vehicles and equipment.
 - 2. Vehicles and equipment will be of the highest quality available in order to produce the quality of work required. Vehicles and equipment shall be maintained in good condition at all times. All parts and systems of said vehicles and equipment shall operate properly.
 - 3. Any vehicles and equipment not meeting these standards shall not be used until the vehicle or equipment is repaired and meets the standards stated in this Section.
 - 4. Should the City at any time give notification in writing to Service Provider that any vehicle or equipment does not comply with the standards set forth herein, the vehicle shall immediately be removed from service in the City and shall not be used again until approved in writing by the Contract Administrator.
- B. The Service Provider shall make available sufficient back-up vehicles and equipment to ensure that the provision of services remain uninterrupted during the term of this Agreement. The City may specify a minimum level of back-up vehicles and equipment required. Cost for back-up vehicles and equipment shall be the sole responsibility of the Service Provider.
- C. Service Provider's vehicles shall be clearly identifiable by company name, logo, name, local phone number printed conspicuously on the vehicle. In addition, each vehicle shall bear a distinct identification number or letter.
- D. The vehicles and equipment must be designed and operated so as to prevent solid or liquid wastes from escaping the vehicle. Any spillage of materials which occurs during maintenance services function shall be immediately cleaned up by the Service Provider at its expense. A broom and shovel shall be carried at all times on each vehicle for this purpose. Vehicles shall be washed at least once a week.
- E. The noise level generated by vehicles and equipment shall not exceed a single-event noise level of seventy-five (75) decibels at a distance of twenty-five feet from the vehicles.

- F. Each vehicle used for the collection, hauling and disposal services identified in this Agreement shall be equipped with an audible warning device that is activated when the vehicle is backing up.
- G. The Service Provider shall maintain its vehicles and equipment free of graffiti.

2.1.11. COOPERATION WITH OTHER WORK FORCES

The Service Provider shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by other agencies, companies and City. The City, its workers and contractors, utility companies and others, shall have the right to operate within or adjacent to the work site during the performance of the Scope of Work.

- A. The City, Service Provider and each of such workers, contractors and others, shall coordinate their operations and cooperate to minimize interference.
- B. The Service Provider will not be entitled to additional compensation from City for damages or delay resulting from such simultaneous, collateral, and essential work.
- C. If necessary to avoid or minimize delay, the Service Provider shall re-deploy its workforce to other parts of the work or another work site to assure timely completion of work.

2.1.12. CLEANING AND ENVIRONMENTAL CONTROLS

- A. The Service Provider shall comply with all applicable litter, pollution and environmental laws while performing the Scope of Work under this Agreement. All subcontractors and employees shall likewise obey these laws and it shall be the responsibility of the Service Provider to insure compliance.
- B. The Service Provider shall exercise every reasonable precaution to protect storm drains from pollution.
 - 1. Water containing mud, silt, or other pollutants from activities, shall not be allowed to enter the City storm drains or placed in locations that may be subject to storm runoff.
 - 2. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, or runoff conveyance shall be checked and maintained daily to prevent leaks of materials that could pollute City's storm drains.
 - 3. No debris, soil, silt, sand, bark, mulch, soil amendments, rubbish, oil or petroleum products or other organic or earthen material from any landscape maintenance activity or whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into City's storm drains. When operations are completed, any excess materials or debris shall be removed from the work area.

- C. The Service Provider shall not discharge smoke, dust or any other pollutants into the atmosphere in such quantity as will violate the rules, regulations or laws of any federal, state or local governmental entities.
- D. All maintenance work areas shall be kept free of rubbish and debris in a clean and orderly condition. Care shall be taken to avoid spillage along haul routes. Any such spillage shall be removed immediately and the area cleaned.
- E. Service Provider shall separate litter and trash from landscape green waste and dispose of these waste materials at the Maintenance Services Yard.

2.1.13. SOLID WASTE DISPOSAL AND DIVERSION

The Service Provider shall submit to the Contract Administrator a summary of solid waste generated by the work, disposed in Class III landfills, diverted from disposal through recycling or deposited at the City's Green Waste Disposal Site. Disposed inert fill shall be reported separately. This form must be accompanied by legible copies of weight tickets, receipts, or invoices that specifically identify the project generating the material. Said documents must be from recyclers and/or disposal site operators that are acceptable to the Contract Administrator. Further, the documents must be submitted to the Contract Administrator with each application for payment. Failure to submit the form and its supporting documentation will render the application for payment incomplete and delay payments.

2.1.14. PROTECTION OF PROPERTY

The Service Provider shall be responsible for the protection of public and private property adjacent to each work site and shall exercise due caution to avoid damage to such property. Should any facility, structure, or property be damaged during operations of the Service Provider, he/she shall immediately notify the property owners or authorities.

The Service Provider shall repair or replace all existing improvements that are damaged as result of its operations, at its own expense. The Service Provider shall pay all damages and losses incurred. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension. Landscaping damaged by the Service Provider's operations shall be restored or replaced in as nearly the original condition and location as reasonably possible.

All damages that, in the City's sole determination, are due to the Service Provider's operation or negligence shall be repaired at the Service Provider's expense and be completed in accordance with the following maintenance practices:

- A. Trees - Minor damage such as bark lost from impact of mowing equipment or string trimmer shall be remedied by an arborist. If damage results in the loss of a tree, the damaged tree shall be removed and replaced according to the specific instructions of the City.
- B. Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal and replacement of the damaged shrub. Existing shrubs that have died due to inadequate irrigation or the Service Provider's negligence shall be replaced in kind at no cost to the City.

- C. Chemicals - All damage resulting from chemical operations, either spray-drift or lateral leaching, shall be corrected in accordance with appropriate maintenance practices, and the soil shall be conditioned to ensure its ability to support plant life.

2.1.15. TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY

The Service Provider shall comply with the requirements of the APWA Work Area Traffic Control Handbook (WATCH), and the State of California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones, except as modified and supplemented below:

- A. The Service Provider shall conduct its operations so as to minimize obstruction and inconvenience to the public. At no time shall the Service Provider undertake lane closures without due consideration to pedestrian and motorist travel convenience and safety.
- B. The Service Provider shall maintain safe and adequate pedestrian and vehicular access to all properties. Access shall be continuous and unobstructed, unless otherwise approved by the Contract Administrator.
- C. The Service Provider shall furnish and maintain all signs to safely guide vehicles and pedestrians through the work site as described herein, and as directed by the Contract Administrator.
 - 1. Lane Closures - The Service Provider shall provide, at its sole expense, all materials, equipment, and trained personnel required for proper closure of one or more lanes of traffic on City streets. This shall include, but not be limited to the provision of cones, delineators, barricades, traffic control signs, arrow boards, extra traffic control personnel, etc. Lane closures on arterial highways shall only be allowed Monday through Friday between 9:00 AM to 3:00 PM.
 - 2. Parking Restrictions – When necessary to facilitate the work, on-street parking shall be restricted within the work area limits, during the specified working hours, on weekdays only. Temporary “NO PARKING” signs shall be provided and posted by the Service Provider not less than forty-eight (48) hours in advance of the start of work requiring said restriction. Temporary “NO PARKING” signs must clearly state the days, dates, and hours when the parking restrictions are in effect.
- D. Service Provider agrees to perform all work outlined in the Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work
- E. Service Provider is solely responsible for complying at all times with all local, County, State, Federal, or other safety requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Los Angeles County Department of Public Health orders, and Department of Transportation Drug and Alcohol testing provisions.

- F. Service Provider is responsible to protect all persons from foreseeable injury to themselves or damage to their property.
- G. Service Provider's employees working within the roadway right-of-way shall wear reflective safety vests at all times.
- H. It shall be the Service Provider's responsibility to inspect and identify all hazards and potential hazards and any practices and conditions that render any portion of the work site unsafe.
 - 1. The City shall be notified immediately of any unsafe condition that requires major correction, including conditions resulting from traffic accidents, sink holes, down trees, which pose a serious or immediate risk of harm to persons or property around the work site.
 - 2. Service Provider shall be responsible for making minor corrections including, but not limited to filling in holes in turf areas or coning off dangerous situations so as to protect members of the public or others from injury around the work site.
 - 3. Service Provider shall keep a log indicating the date inspected and action taken.
 - 4. Service Provider shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the areas covered under Exhibit A, including a complete written report thereof to the City within five (5) days of the injury or death.
- I. Signs/Improvements - Service Provider shall not post advertising signs and banners within the Maintained Areas. All signs used by the Service Provider shall be kept free of graffiti at all times. Service Provider shall remove all unauthorized signs and advertising within the Maintained Areas.
- J. Notification Reports - Service Provider shall give the City notice seven (7) calendar days prior to any and all use of commercial and organic fertilizer(s), grass seed, soil amendment, pesticides or other chemicals. Service Provider shall submit a report indicating, for those specialty type maintenance operations to be completed, the quantity and a complete description of any and all commercial and organic fertilizer, and soil amendments to be used.

2.1.16. CUSTOMER SERVICE

A. OFFICE HOURS

The Service Provider's office hours shall be weekdays from 7:00 a.m. to 5:00 p.m., excluding Saturdays, Sundays and holidays. A representative of the Service Provider shall be available by telephone during office hours for communication with the City's representative at the Service Provider's principal office.

B. AFTER HOURS EMERGENCIES

Service Provider will maintain an emergency telephone number for use outside normal business hours. Service Provider shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours.

2.1.17. DOWNEY MUNICIPAL CODE COMPLIANCE

The Service Provider shall be familiar with and operate in compliance with the applicable sections of the Downey Municipal Code (DMC). The Service Provider and its employees are subject to criminal and civil prosecution for operating in violation of the DMC individually and as a corporation.

2.1.18. PERMITS AND LICENSES

The Service Provider shall obtain all applicable permits and/or licenses required by other agencies of the State and County as well as the City of Downey, including but not limited to pest control application and weed control application. All applicable permits and licenses shall be obtained by and at the expense of the Service Provider and/or subcontractors. The Service Provider shall enforce the permit requirements. Where requirements of the permits differ from those of this Agreement, the more stringent requirements shall apply.

2.1.19. DATA TO BE FURNISHED BY THE SERVICE PROVIDER

The Service Provider shall furnish the Contract Administrator access to such information as he/she may desire respecting the progress and manner of the Scope of Work, including all information necessary to determine its costs, such as the number of persons employed, their rate of pay, the time during which they worked on site and other pertinent data.

2.2. MAINTENANCE SCHEDULES

2.2.1. GENERAL

The Scope of Work shall be conducted on a regular schedule, in accordance with the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, attached hereto and incorporated herein by reference.

2.2.2. INITIAL SCHEDULE

- A. Within 48 hours after the Notice to Proceed has been given, and prior to the start of any work, the Service Provider shall submit to the Contract Administrator for approval three (3) copies of its proposed weekly schedule with sub-schedules of periodic seasonal activities. If the Contract Administrator notifies the Service Provider that the schedule is unacceptable, the Service Provider shall submit a revised schedule within five (5) working days thereafter.
- B. The schedules shall be in a form acceptable to the Contract Administrator.

- C. The schedule shall also contain a list of all applicable tasks including the time and location of the task, and the labor force used to complete the task.

2.2.3. REVISED SCHEDULES

- A. After start of the work, the Service Provider shall submit revised maintenance schedules not later than the 1st and 15th day of each month thereafter until completion of the Agreement.
- B. The revised schedules should show any significant changes in activities since submission of the previous schedule with revised projections of progress and upcoming seasonal periodic work.

2.3. CHANGES

2.3.1. CHANGES REQUESTED BY SERVICE PROVIDER

If the Service Provider, on account of conditions developing during the progress of the work, finds it impractical to comply strictly with the provision(s) of this Agreement or the Scope of Work and requests in writing for a modification of requirements or of methods of work, such change may be authorized by the Contract Administrator, so long as such change is not detrimental to the public health, safety or welfare. Such change shall be performed by Service Provider without additional cost to the City.

2.3.2. CHANGES INITIATED BY CITY

The City reserves the right to make such changes in the Scope of Work or to add Extra Work as determined by the Contract Administrator to be necessary or in the City's best interests. Changes may include alterations, deviations, and additions of Extra Work to or deletions from the Scope of Work. The City reserves the right to increase or decrease the frequencies of any item or portion of work or to omit any item or portion of the Scope of Work.

A. EXTRA WORK

Extra work shall include specific tasks of work outside the Scope of Work set forth in this Agreement. Such extra work shall have a specific written scope of services, cost and schedule agreed upon by City and Service Provider, prior to any Authorization to Proceed. The work shall be completed as described following Service Provider's receipt of the Authorization to Proceed, exclusive of any review periods required by City. The Service Provider shall have no claim for compensation for any services or work that has not been authorized by City's Authorization to Proceed.

Compensation for installation of sod, planting shrubs and trees or labor shall be made at the Contract Unit Prices shown under "Extra Work" in EXHIBIT A, attached hereto and incorporated herein by reference. Said Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work, including the Service Provider's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety,

protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean-up and all other items incidental to the work.

The cost of extra work that is not covered by Contract Unit Prices shall be determined by agreed lump sum price. When the price for extra work cannot be agreed upon, the City will pay for the extra work on a force account basis, based upon the accumulation of costs in accordance with Section 5.3.1 of this Agreement.

B. CHANGES TO SCOPE OF WORK

Changes to the Scope of Work shall include specific additions to or deletions from the Scope of Work set forth in EXHIBIT A, or an increase or decrease in the frequency of any item or portion of the Scope of Work.

1. Added or Deducted Work Areas

The cost per month for added or deducted work areas shall be determined by computing the area (in square feet) of the added or deducted work area multiplied by the Contract Unit Price for the corresponding quantity of turf, planted area or hardscape area, as listed in EXHIBIT A, attached hereto and incorporated herein by reference. Said Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work, including the Service Provider's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean-up and all other items incidental to the work.

Service Provider shall be responsible to dedicate additional labor and equipment resources as necessary to ensure added work areas receive the same level of care as original work areas in accordance with the requirements of this Agreement.

2. Increased or Decreased Frequencies

The cost change per month, if any, for increased or decreased frequencies of recurring maintenance activity shall be as mutually agreed upon by both parties through negotiation. Any increase or decrease in the Scope of Work or any extra work shall be in writing and signed by both parties to be effective.

2.4. SPECIAL CONDITIONS

2.4.1. WORK TO BE DONE BY SERVICE PROVIDER

The Service Provider shall have the duty to maintain on-street landscape, hardscape and irrigation in accordance with this Agreement, and to provide the required Performance

Bond, as shown and described in the following EXHIBITS, attached hereto and incorporated herein by reference:

EXHIBIT A	Scope of Work/Fee Schedule
EXHIBIT B	General Maintenance Treatments And Frequencies
EXHIBIT C	Site Specific Maintenance Treatments And Frequencies
EXHIBIT D	Performance Bond

2.4.2. GENERAL

City

- A. The Service Provider shall not work or perform any operation, particularly during periods of inclement weather, which may destroy or damage plant, ground cover or turf areas. The Contract Administrator shall have the authority to suspend the work, wholly or in part, for such a period of time as may be deemed necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work. Any work not performed due to inclement weather and not rescheduled shall be deducted from the monthly billing statement.
- B. The Service Provider shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification or attempted notification. If Service Provider cannot be notified or does not respond in a timely manner, the City will respond to the emergency and penalties may be assessed to Service Provider pursuant to Section 3.5.6 of this Agreement.
- C. The Service Provider shall schedule his operations so as not to interfere with the public's use of the areas set forth in EXHIBIT A, B and C. Service Provider shall conduct its operations so as to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

2.4.3. AREAS TO BE MAINTAINED

Service Provider shall maintain the landscape and hardscape areas shown and described in EXHIBITS A, B and C attached hereto and incorporated herein by this reference.

2.4.4. WORKING HOURS

- A. Unless otherwise approved by the City, work or activity of any kind shall be limited to the hours between 7:00 a.m. to 5:00 p.m. from Monday through Friday ("Working Hours"). No noise from the work performed under this Agreement shall be permitted between the hours of 5:00 p.m. and 7:00 a.m. of the next day, pursuant to the Downey Municipal Code.
- B. Night, Weekend and Holiday Work:

1. Unless otherwise specified in this Agreement, or in response to emergency work, no work shall be performed at night, Saturday, Sunday, or the eleven (11) City holidays, as follows: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve and Christmas Day.
2. Before performing any work outside the specified working hours including Saturdays, Sundays and City holidays, except emergencies or work pertaining to the public safety, the Service Provider shall give written notice to the Contract Administrator for approval and to arrange for inspection of the work to be conducted.
3. "Night" shall be defined as the hours from 5:00 p.m. to 7:00 a.m. of the next succeeding day.
4. Work on Saturdays, Sundays, or on City holidays is subject to overtime inspection by CITY, unless otherwise specified.
5. The City may deduct from compensation due the Service Provider its direct cost of providing overtime inspection, plus 15% for overhead expenses.

2.4.5. EMERGENCY WORK

A. During Working Hours:

1. During Working Hours, the City may call upon the Service Provider to respond to an emergency situation that requires immediate action. The City will be the sole judge in determining an emergency situation. The Service Provider shall be required to respond to the emergency within two (2) hours of first attempted notification by City to Service Provider.
2. Any claim for additional compensation by the Service Provider, together with substantiating documents in regard to actual expenses, shall be submitted to the Contract Administrator within 15 calendar days after the emergency. Additional compensation, if mutually agreed by both parties, will be paid for as extra work.
3. Failure on the part of the Service Provider to respond to the emergency within the above-specified time will result in assessment of a penalty as specified in Section 3.5.6 of this Agreement.

B. Outside of Working Hours:

1. Outside working hours, the City may call upon the Service Provider to respond to an emergency situation that requires immediate action. The City will be the sole judge in determining an emergency situation. The Service Provider shall be required to respond to the emergency within two (2) hours of first attempted notification by City to Service Provider.

2. Any claim for additional compensation by the Service Provider, together with substantiating documents in regard to actual expenses, shall be submitted to the Contract Administrator within 15 calendar days after the emergency. Additional compensation, if mutually agreed by both parties, will be paid for as extra work.
3. Failure on the part of the Service Provider to respond to the emergency within the above-specified time will result in assessment of a penalty as specified in Section 3.5.6 of this Agreement.

2.4.6. PRICES ALL-INCLUSIVE

The unit prices and lump sum amounts for the Scope of Work set forth in EXHIBIT A include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for performing all work contemplated under this Agreement. This shall include the Service Provider's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean-up and all other items incidental to the Scope of Work.

2.4.7. TURF CARE

The Service Provider shall perform, at its sole expense, the following services:

A. Mowing

1. Turf shall be mowed with a properly sharpened power rotary mower to ensure a smooth surface appearance without scalping or leaving visible clippings on the turf or adjacent walkways.
2. All turf grasses shall be cut so that no more than one-third the height of the grass blade is removed during any one mowing operation.
3. All grass clippings shall be captured, removed and disposed of. Use of recycling mowers shall be prohibited.
4. The mowing heights will be adjusted according to the needs of the City or during periods of renovation.
5. A mowing schedule will be established and maintained. This schedule will provide that all areas will be mowed not less than once a week.
6. Mowing personnel shall flag broken sprinkler heads for repair.

B. Edging

1. The edge of the grass along sidewalks, curbs, shrub and flowerbeds, and walls shall be trimmed to a neat and uniform line using a steel blade power edger.

2. Edging will be done concurrent with each mowing.
 3. Where trees occur in turf areas, all grass shall be removed 6 inches from the trunks of trees by approved chemicals or by hand as required. Mulch shall be applied to the base of tree trunks to reduce weed growth.
 4. String trimmers may not be used to edge turf abutting concrete improvements or to clear turf around trees.
 5. Service Provider shall trim around all sprinkler heads as necessary in order to provide maximum irrigation coverage.
 6. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical methods.
 7. Turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas.
 8. After mowing and edging is completed, all adjacent hardscape areas are to be cleaned.
- C. All trash and debris generated by mowing and edging shall be collected and removed immediately following the work performed.
- D. Fertilization
1. A fertilization schedule will be established and maintained. This schedule will provide that fertilization of turf areas occur as often as necessary to maintain the turf in vigorous healthy condition.
 2. The minimum frequency of fertilization is included in the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively. The schedule along with specific nutrient recommendations will be submitted to the City for approval prior to application.
- E. Aeration
1. An aeration schedule will be established and maintained. This schedule will provide that core aeration of turf areas occur as often as necessary to maintain the turf in vigorous healthy condition.
 2. Core aeration shall be performed by removing ½ inch diameter by 4 inch deep cores of turf, roots and soil with tines at not more than 6 inch spacing. Cores should be pulverized over the turf surface.
 3. The minimum frequency of core aeration is included in the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively. The schedule will be submitted to the City for approval.

F. Dethatch

1. A dethatching schedule will be established and maintained. This schedule will provide that mechanical dethatching of turf areas occur as often as necessary to maintain the turf in vigorous healthy condition.
2. All thatching debris shall be removed offsite at the end of the workday. The City shall determine the extent of thatch removal.
3. The minimum frequency of dethatching is included in the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively. The schedule will be submitted to the City for approval.

G. Seasonal Overseeding

1. All turf areas shall be reseeded to re-establish turf to an acceptable condition annually, in accordance with the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively.
2. Warm season turf areas shall be over seeded between October and November and all cool season grasses shall be overseeded during the spring months.
3. Additionally, all bare and/or sparse turf areas shall be overseeded throughout the term of the Agreement, at the City's request.
4. All areas to be reseeded shall be verticut to remove all thatch and to provide a rough seedbed suitable for seeding.
5. Once the seed has been applied, seed will be covered with a suitable top dressing to promote germination and to prevent erosion. Top dressing shall consist of nitrolized wood shavings such as Kellogg's Topper or equivalent.

H. Weed Control

1. Turf areas shall be maintained in as nearly a weed-free condition as reasonably possible. The City recognizes most turf areas currently include a blend of desirable turf species and invasive Bermudagrass and Kikuyugrass. City will not hold Service Provider responsible to eradicate these invasive species from turf grass.
2. Mechanical removal, including hand-pulling weeds in turf areas shall be prohibited.
3. Chemical control for broadleaf weeds shall be applied on an as-needed basis to maintain weed free condition, in accordance with the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively.

4. All personnel applying these chemicals shall be properly licensed, certified, and trained in accordance with applicable regulations in effect at the time of application.

I. **Pest Control**

1. Turf shall be maintained free of diseases, insects, rodents and pests.
2. Infested areas shall be treated at the time of detection and a schedule of rodent/pest control shall be maintained throughout the term of the Agreement, in accordance with the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively.

J. **Irrigation System Maintenance**

1. All turf and planter areas shall be irrigated to promote healthy turf growth.
2. Irrigation components shall be properly maintained and adjustments made to ensure full coverage and minimize overspray and run-off.
3. The entire irrigation system shall be periodically tested, in accordance with the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively and repairs completed within 2 working days.
4. Irrigation controllers shall be adjusted as needed to minimize water consumption.
5. Failure on the part of the Service Provider to test and make timely repairs to turf irrigation systems shall construed as a failure to correct deficiencies, which may result in assessment of penalties, pursuant to Section 3.5.5 of this Agreement.

2.4.8. SHRUBS, VINES, GROUND COVER AND TREE WELL CARE

The Service Provider shall perform, at its sole expense, the following services:

A. **Pruning**

1. Prune shrubbery during the term of the Agreement to encourage healthy growth habits and for shape and appearance.
2. Shrubs shall be maintained free of damaged, dead, weak, diseased or insect-infested limbs, spent flowers, seed heads or fruiting bodies.
3. Service Provider shall remove all clippings the same day shrubbery is pruned.

4. Pruning shall be done to maintain a well-groomed, balanced appearance appropriate for plant size, species, and surroundings.
5. Shrubs shall not be hedged or trimmed as topiary unless specifically directed by the City. Under no circumstances shall the Service Provider raise the skirts of any shrubs to expose soil and branch structure.
6. A pruning schedule will be established and maintained, as needed. This schedule will provide that pruning of shrubbery occur as often as necessary to maintain neat, tidy appearance and a vigorous healthy condition.
7. The minimum frequency of pruning is included in the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively.

B. Trimming

1. Service Provider shall restrict growth of shrubs, vines and ground cover to maintain a neat, healthy growing condition and provide adequate road clearance, traffic safety and sign visibility.
2. Shrubs, vines and ground cover shall be maintained to areas behind curbs and walkways and within planter beds. At no time will plants be permitted to extend over the curbs and into gutters. Shrubs shall be maintained at a height below traffic signals, traffic signs and street name signs.
3. Soundwall and frontage road screen plantings shall be faced, topped and trimmed as follows:
 - a) Soundwall vines shall be faced back tight to wall surface and trimmed to maintain vertical and horizontal limits as designated in Site Specific Location EXHIBIT C. Keep vine growth off gates, emergency exit doors, drainage structures, pedestrian overcrossing structures, intersecting walls and fences, trees, sign posts, and light poles. Vines shall be trimmed to maintain visibility of all traffic signs and street name signs.
 - b) Frontage road screen plantings shall be kept trimmed to restrict growth to a maximum height of ten (10) feet and the sides trimmed to prevent encroachment into traffic lanes or blocking traffic signs and street name signs. At street intersections, such screen plantings shall be maintained at a maximum height of three (3) feet to maintain traffic visibility. Service Provider shall remove dead plants with each trimming.
4. Ground Cover – shall be maintained at a height not to exceed twelve (12) inches. Undesirable plant material (including volunteer trees and shrubs) or weeds shall be removed. Ground cover shall be cleared from the base of trees and shrubs so as to prevent overgrowth.

5. All trimming debris shall be picked up and removed on the same day that trimming occurs.
 6. Growth Regulators – The Service Provider is strongly encouraged to utilize chemical growth regulators to reduce the need for labor intensive trimming shrubs, vines and ground covers.
 7. A trimming schedule will be established and maintained. This schedule will provide that trimming of shrubs, vines and ground cover occur as often as necessary to maintain neat, tidy appearance and a vigorous, healthy condition.
 8. The minimum frequency of trimming is included in the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively.
- C. Renovation - Service Provider shall renovate ground cover plants according to methods appropriate to the specific plant material encountered, as needed to maintain a healthy, vigorous appearance and growth rate. This includes, but is not limited to, thinning and trimming to encourage growth or to achieve a more manicured appearance.
- D. Pest Control - Service Provider shall maintain all areas free of pests, diseases, insects and vermin infestations, including but not limited to mildew, rust, aphids, snails, cut worms, earwigs, gophers, and other destructive pests to provide a healthy environment for plants and the public.
1. Mechanical trapping shall not be used for rodent control unless specifically authorized by City.
 2. Service Provider shall backfill and tamp visible rodent holes to avoid moisture runoff and settlement.
- E. Weed Control - Service Provider shall maintain all ground cover, shrub beds, hardscape and tree wells free of weeds at all times. Methods for control may incorporate one or more of the following methods:
1. Mechanical removal - Hand removal, cultivation, etc. Use of a weed whip is not an acceptable method of weed control. Debris generated by weed control must be removed from site each day and properly disposed at the Green Waste Disposal Site.
 2. Pre-emergent Herbicides – To be used in conjunction with mechanical removal and spreading of cover mulch, except in areas that rely on reseeding to maintain appearance.
 3. Post-emergent Herbicides – to be used for control of aggressive weeds such as Bermuda grass, nut grass, spotted spurge, etc.
- F. Mulching - Service Provider shall maintain a 4" layer of cover mulch in all shrub beds and tree wells with exposed bare soil. The City shall provide cover mulch

material. Labor and equipment to load, transport, spread and maintain cover mulch shall be considered regular maintenance and is not a billable extra.

G. Plant Replacement - Service Provider shall replace all diseased, dying or dead shrubs, vines and ground cover plants with the same plant species of similar size in all locations set forth in EXHIBIT A.

1. When plant mortality is a result of Service Provider negligence, said plants shall be replaced the sole cost of the Service Provider.
2. Replacement of plants damaged or destroyed by traffic collisions or other means beyond the Service Provider's control shall be compensable as extra work.
3. Use of substitute plant species must have prior approval by the City in writing. Original plans and specifications should be consulted to determine the correct identification of species.
4. All replacement shrubs shall be guaranteed to live and remain in healthy condition for not less than six (6) months from the date of acceptance by the City.

H. Annual Flower Beds - Service Provider shall maintain annual flower beds in a vigorous, colorful, aesthetically pleasing, healthy condition with appropriate seasonal flowers.

1. Service Provider shall dead head spent flowers, cultivate and remove weeds.
2. Replacement annual flower plants shall be furnished by the City at no cost to Service Provider. Service Provider shall procure annual flower plants from local sources designated by City. Labor and equipment to load, transport and plant the flowers shall be considered regular maintenance and is not a billable extra.
3. A schedule for replacing annual color will be established and maintained. The minimum frequency of annual color maintenance is included in the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively.

I. Tree Wells - Service Provider shall maintain designated tree wells as shown and described in the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively. The work shall include removal and disposal of tree sucker growth, trash, debris and weeds. The minimum frequency of cleaning tree wells shall be quarterly or as often as necessary to maintain neat, tidy appearance.

2.4.9. USE OF CHEMICALS

Use of appropriate chemical pesticides, herbicides and growth regulators is strongly encouraged to achieve the objectives of this Agreement. The Service Provider shall, at its sole expense, furnish and apply said chemicals as follows:

- A. Application - All personnel applying chemicals shall be properly licensed, certified, and trained in accordance with applicable regulations in effect at the time of application.
- B. Permits - All chemicals requiring a special permit for use must be registered by the Service Provider with the County Agricultural Commissioner. Service Provider shall file a copy of the special permit with the City prior to use.

2.4.10. GENERAL CLEAN-UP

The Service Provider shall perform, at its sole expense, the following services:

- A. Trash Removal
 - 1. The Service Provider shall remove trash, debris and litter from all Maintained Areas, as indicated and specified in the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively.
 - 2. The Service Provider shall empty trash receptacles on a weekly basis in downtown area including streetscape on Downey Avenue, Third Street and the downtown Parking Structure. The Service Provider shall furnish and install commercial grade plastic trash can liners as needed to accomplish this task.
 - 3. All trash and debris generated through the on-street maintenance operations shall be separated from green waste. Service Provider shall transport and dispose of trash, debris and green waste at the City Maintenance Yard.
- B. Removal of Leaves – Seasonal accumulations of leaves shall be removed from all areas not less than once per week and disposed at the Green Waste Disposal Site.

2.4.11. MAINTENANCE OF HARDSCAPE

Hardscape shall include but not be limited to sidewalk, curb, gutter, pavement, pavers, brick, flag stone, stamped concrete, mow strips, headers, tree grates, monument signs, walls, decomposed granite, boulders, cobble stones, sand, mulch and any other non-planted surface within the areas maintained under this Agreement.

Service Provider shall notify City of any conditions that may affect the health and safety of the public including but not limited to potential trip and fall hazards.

The Service Provider shall perform, at its sole expense, the following services:

- A. Remove all weeds and grass growing in and around hardscape areas, including joints and cracks.
- B. Thoroughly clean all hardscape surface areas to maintain a clean and safe condition.
 - 1. Stamped concrete surfaces shall be kept clean of dirt and debris accumulation.
 - 2. All litter and debris shall be either manually removed or vacuumed.
 - a) Service Provider shall not be permitted to use water to clean hardscape surfaces
 - b) Service Provider shall not blow dirt and debris into traffic lanes.
- C. Monument Signs - Service Provider shall be required to keep monument signs clean of dirt and debris. Any damage or vandalism shall be reported to the Contract Administrator.
- D. A schedule for cleaning hardscape will be established and maintained. The minimum frequency of hardscape maintenance is included in the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively.

2.4.12. DRAINAGE SYSTEMS

The Service Provider shall perform, at its sole expense, the following services:

- A. All catch basins and drainage inlet structures shall be maintained free of leaves, litter, weeds, silt and debris at all times to ensure the unimpeded passage of water.
- B. All surface drains, swales or gutters shall be kept clear of debris and plant growth so that water will have an unimpeded flow of surface water.
- C. All dry wells, French drains and sub-surface drain tile (except storm drains) shall be periodically flushed with water to avoid build-up of silt and debris.
- D. Service Provider shall notify City of all broken or missing sections of drain pipes, catch basins, and grates.

2.4.13. IRRIGATION SYSTEM MAINTENANCE

Service Provider shall be responsible to irrigate all landscaped areas as required to maintain vigorous growth rate and appearance. Consideration shall be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing of runoff, and the relationship of conditions that affect day and night watering.

Service Provider shall be responsible for maintaining all systems within the jurisdiction of this Agreement and for the correction of coverage, sprinkler adjustments, nozzle replacements, head cleaning, minor valve and controller maintenance.

The Service Provider shall perform, at its sole expense, the following services:

- A. Perform periodic irrigation system checks and make adjustments to sprinkler system function and coverage following mowing or recurring maintenance activity.
- B. Establish and maintain a schedule for performing irrigation system checks. The minimum frequency of irrigation system maintenance is included in the General and Site Specific Maintenance Treatments and Frequencies described in EXHIBITS B and C, respectively.
- C. Flag broken sprinkler heads for repair or replacement with each mowing or recurring maintenance activity.
- D. Manually irrigate areas that do not have automatic irrigation systems, or during periods of prolonged heat.
- E. Program irrigation controllers and make adjustments to sprinkler frequency and duration of cycle length.
- F. Program irrigation controllers such that irrigation occurs between the hours of midnight and 5:00 a.m. Frequent repeat cycles may be required to germinate grass seed or reduce irrigation runoff.
- G. Replace irrigation controller batteries on a regular schedule to ensure uninterrupted automatic operation in the event of power failure. Service Provider shall furnish, install and maintain all batteries required and shall note the date of replacement on each battery. Labor, equipment and materials required shall be considered regular maintenance and is not a billable extra.
- H. Manually turn off automatic irrigation system operation during times of inclement weather, and turn back on after inclement weather has passed.
- I. Perform water management functions of Calsense irrigation controllers, including determining appropriate run times, programming flow parameters, water volume allotments and alerts, and producing detailed water usage reports as requested by City.
- J. All irrigation system malfunctions shall be repaired within 24 hours or reported to City if malfunction requires a major repair not in Service Provider's scope of services.
- K. Service Provider shall be required to respond to turn off irrigation system in cases of emergency. Response time shall not exceed 2 hours.

2.4.14. IRRIGATION SYSTEM REPAIRS

All irrigation systems designated in this Agreement shall be repaired and maintained by the Service Provider according to the following terms:

- A. Minor (Routine) Repairs - Service Provider shall at its sole cost perform all minor repairs to the irrigation system arising from normal wear and tear at no additional cost to City. Minor repairs shall include but not be limited to:
1. Replacement of nozzles, pop up spray heads, rotary sprinkler heads, drip irrigation emitters, tubing and filters.
 2. Repair/replacement of automatic control valve solenoids, bleed screws, diaphragms, etc.
 3. Repair/replacement of broken swing joint assemblies, risers, quick couplers, etc.
 4. Replacement of automatic controller batteries and other minor adjustments.
- B. Major (Extraordinary) Repairs – Irrigation repairs not described above shall be considered Major Repairs by the City and may be performed by the Service Provider for additional compensation.
1. Service Provider shall provide the City with a written estimate price to perform the major work and the repairs shall be billed as extra work once approved by the City.
 2. The City reserves the right to perform major repairs with its own staff or a third party.
- C. Replacement Materials furnished by the Service Provider shall be same as original materials. Use of substitute materials must be approved in writing by the City prior to installation.
- D. Extraordinary Damage - Service Provider shall document any extraordinary damage to the irrigation system caused by forces beyond its control, such as theft, vandalism, traffic accidents, acts of God, and/or third party negligence.
1. Such documentation shall be in the form of a phone call to Contract Administrator, followed by an emailed written statement with photographs.
 2. Service Provider shall provide said documentation to the City within eight (8) hours of discovery of the extraordinary damage.
 3. Service Provider is not responsible for reporting or documenting graffiti.
- E. Emergencies - In the event of imminent danger of injury to the public or damage to property, the City may verbally authorize work to be performed upon receiving a verbal estimate from the Service Provider. However, within twenty-four (24) hours after receiving a verbal authorization, the Service Provider shall submit a written estimate to the City.

2.4.15. INSPECTION

All materials furnished and work done under this Agreement will be subject to inspection by the Contract Administrator or his designee. All materials shall be approved by the City's Contract Administrator or his designee and all work shall be done to the satisfaction of the City's Contract Administrator or his designee. .

Whenever the Service Provider is permitted or directed to do night work or to vary the period during which work is carried on each day, he/she shall give the Contract Administrator due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Contract Administrator.

The City will make periodic inspections of the work to observe their compliance with the requirements of this Agreement. The City is not responsible for the Service Provider's operations, equipment, personnel, the maintenance of a safe work place or any safety in, on, or about the work site.

- A. The Service Provider shall perform a weekly maintenance inspection during daylight hours of all facilities within the Maintained Areas.
- B. Service Provider's designated Superintendent shall meet on-site with an authorized representative of the City on a weekly basis for a walk-through inspection. Said meeting shall be at the convenience of the City. Any corrective work required as a result of an inspection or any interim inspection by the City shall be accomplished to the satisfaction of the City as follows:
 1. Weekly Progress Report - Service Provider shall prepare and submit to City a weekly project report indicating the overall condition of the "Maintained Areas" and shall list specifically any unusual or problem areas/situations, deficiencies, concerns, etc. The report shall also include corrective action to be taken by Service Provider to rectify said situation and an anticipated time frame for compliance.
 2. Punch List - If necessary, the City will provide a written notice ("punch list") to the Service Provider to correct deficiencies within specific reasonable time frames.
 3. Reasonable Time Frames shall be provided for completion of corrective work, as determined by the City and defined below:
 - a) Emergency service notification or attempted notification must be responded to within two (2) hours. No further notification will be given.
 - b) Areas impacted and affected by health and safety issues shall immediately be barricaded to inform the public and City personnel of potential dangers in that area. Repairs must be completed within one (1) working day of notification. No further notification will be given.

- c) All other issues will receive written notification ("punch list") giving one (1) working day for completion.
- 4. Should the Service Provider fail to correct deficiencies within said time frames, the City may correct the deficiencies. Should it become necessary for the City to correct the deficiencies the Service Provider will be billed for all costs, plus 15% administrative fee.

3. ENFORCEMENT PROVISIONS

The City may assess penalties against the Service Provider for unsatisfactory performance. This section outlines the parameters for implementing penalties.

CityService Provider

3.1. FORMAT

The City reserves the right to assess penalties against Service Provider in the form of deductions withheld from the Service Provider's compensation.

3.2. NOTIFICATION

Before deductions are withheld from Service Provider's compensation, the City shall provide Service Provider with five (5) days written notice of any proposed penalty. Service Provider will have the right to appeal the City's penalty in accordance with the administrative review of disputes procedures of the Agreement.

3.2.1. ADMINISTRATIVE REVIEW

Either party may give the other party written notice of any dispute with respect to this Agreement. Such notice shall specify a date and location for a meeting of the parties hereto at which such parties shall attempt to resolve such dispute. The Contract Administrator or designee shall keep a record of proceedings conducted and information presented during such meeting. In the event that such dispute cannot be resolved by the parties hereto within thirty (30) days, the matter maybe referred to City Manager by written request of either party. The referral of the dispute to the City Manager shall be governed by Section 3.2.2.

3.2.2. CITY MANAGER DISPUTE REVIEW

If either party requests, the City Manager may hold a meeting to review any and all information provided by either party related to a dispute with respect to this Agreement. Additional information may be requested by the City Manager. The meeting may be continued by the City Manager as he determines is necessary. The City Manger's written decision shall be final with regards to the disputed issue(s).

3.3. MODIFICATIONS

When the City conducts its Annual Review of Performance and Quality of Service as described in the , the Agreement. The City will have sole discretion to modify/revise service indicators and penalty amounts. City

3.4. VERIFICATION

Complaints and requests received by the City will be forwarded to the Service Provider as soon as possible. The Service Provider shall maintain a computer record of all complaints and requests received from the City. This record will include the date and time when all complaints and requests are received as well as the date and time the complaint or request has been resolved. All complaints and requests should be recorded in the computer record as soon as they are received. Responses to complaints and service requests must be recorded in the computer record within 24 hours after resolution of the complaint or completion of the service request. A copy of this computer record by address shall be available for inspection upon request by the Contract Administrator or designated representative.

3.5. UNSATISFACTORY SERVICE INDICATORS AND CORRESPONDING PENALTY AMOUNTS

3.5.1. FAILURE TO COMPLETE REQUIRED MAINTENANCE TASKS

Should Service Provider fail to complete required maintenance tasks at any one of the areas set forth in this Agreement during a given month, City reserves the right to withhold from compensation due to Service Provider an amount equal to the Lump Sum Monthly Price for the corresponding Site # item in EXHIBIT A. Likewise, any maintenance not performed due to inclement weather and not rescheduled shall be deducted from the monthly billing statement. Said amount will be permanently withheld and will not be released on subsequent progress payments.

3.5.2. FAILURE TO PROVIDE SUPERVISION

Should Service Provider fail to provide adequate supervision of the work force during a given month, City reserves the right to withhold from compensation due Service Provider an amount equal to five percent (5%) of the total monthly billing amount. Said amount will be permanently withheld and will not be released on subsequent progress payments.

3.5.3. FAILURE TO PARTICIPATE IN AND RESPOND TO SCHEDULED MAINTENANCE INSPECTIONS

Should Service Provider fail to provide, participate in and respond to scheduled maintenance inspections during a given month, City reserves the right to withhold from compensation due Service Provider an amount equal to five percent (5%) of the total monthly billing amount. Said amount will be permanently withheld and will not be released on subsequent progress payments.

3.5.4. FAILURE TO PROVIDE REPORTS & SCHEDULES

Should Service Provider fail to provide required reports or schedules during a given month, City reserves the right to withhold from compensation due Service Provider an amount equal to five percent (5%) of the total monthly billing amount. Said amount will be permanently withheld and will not be released on subsequent progress payments.

3.5.5. FAILURE TO CORRECT DEFICIENCIES

Should Service Provider fail to correct a deficiency at any one of the areas set forth in this Agreement during a given month, City reserves the right to withhold from compensation due Service Provider an amount equal to the Lump Sum Monthly Price for the corresponding "Site #" in EXHIBIT A. Said amount will be permanently withheld and will not be released on subsequent progress payments.

In addition, if Service Provider refuses or neglects to correct such defective work, it may be corrected by the City at the expense of the Service Provider, plus 15% for overhead expenses, and the Service Provider's surety shall be liable therefor.

3.5.6. FAILURE TO RESPOND TO EMERGENCY

A penalty equal to three (3) times the City's actual cost to respond to an emergency will be assessed should the Service Provider fail to perform after being duly notified of the emergency. Said amount will be permanently withheld and will not be released on subsequent progress payments.

4. FACILITIES

4.1. FACILITIES

City shall provide facilities for disposal of trash, debris and green waste generated by Service Provider in the performance of the Scope of Work under this Agreement. No City facilities will be available for the storage of Service Provider's equipment or materials.

Service Provider shall provide all other facilities necessary to complete the various work tasks to be performed hereunder. In the event Service Provider requires additional facilities from City, Service Provider shall meet and confer with City prior to the commencement of the Scope of Work.

5. COMPENSATION AND BILLING

5.1. PROGRESS PAYMENTS

Payment for the Scope of Work set forth in EXHIBIT A of this Agreement shall be made at the annual lump sum price, to be paid in equal monthly installments. Service Provider shall only be compensated for actual services rendered in accordance with the Billing Rates set forth in EXHIBIT A, attached hereto and made a part hereof.

5.2. INVOICING

5.2.1 Compensation. Service Provider shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. For the Initial Term of this Agreement, the total compensation shall not exceed Three Hundred Sixty-Two Thousand One hundred and Sixty Dollars and 00/100 (**\$362,160.00**) without written approval of the City. Extra work may be authorized, as described below, and if authorized, said extra work will be compensated at the rates and manner set forth in this Agreement.

Service Provider shall submit an itemized monthly invoice to the City for all work performed during the preceding month. The invoice shall indicate the amount of compensation to be paid by the City for all services rendered by the Service Provider under the terms and conditions of this Agreement.

The City shall pay the Service Provider within sixty (60) days of receiving the invoice, provided that all work performed during the preceding month has been inspected and accepted by the City and the applicable schedules have been submitted by the Service Provider.

5.2.2 Reimbursement for Expenses. Service Provider shall not be reimbursed for any expenses unless authorized in advance in writing by the Contract Administrator.

5.3. EXTRA WORK

Extra work will be billed separately in accordance with this Agreement. Service Provider shall process a separate invoice request for payment for approved extra work. Payment will be made at the Contract Unit Price, Agreed Price or Force Account basis for approved extra work completed.

5.3.1. FORCE ACCOUNT PAYMENT

A. Computation of Payment:

When work is to be paid for on a Force Account (Time and Materials) basis, the Service Provider will be paid the costs of labor, materials, and equipment as provided herein. The following markups shall be added to the total of the costs computed as provided in Paragraphs 5.3.1.B, 5.3.1.C and 5.3.1.D:

Labor	20%
Materials	15%
Equipment Rental	15%
Work Performed by Specialists	15%
Other Items and Expenditures	
Work by Subcontractor	
a. First \$5,000 of the subcontracted portion	10%
b. In excess of \$5,000 of the subcontracted portion	5%

These markups shall constitute full compensation for profit and for all overhead costs inclusive of home office overhead which include superintendence, bond and insurance premiums, and all other items of expense not specifically designated as cost or equipment rental in Paragraphs 5.3.1.B, 5.3.1.C and 5.3.1.D. The total payment made as provided above shall constitute full compensation for work performed on a force-account basis.

It is understood that labor, materials and equipment may be furnished by the Service Provider or by a subcontractor or by others on behalf of the Service Provider. When work paid for on a force-account basis is performed by forces other than the Service Provider’s organization, the Service Provider shall reach agreement with such other forces as to the distribution of the payment made by

the City for such work and no additional payment therefor will be made by the City.

B. Labor

The Flat Hourly Rate cost of labor used in performing the extra work shall include: The actual cost for wages of workers, plus employer payments of payroll taxes, workers' compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements.

C. Materials:

The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight and delivery. City reserves the right to approve materials and sources of supply, or to supply materials to Service Provider if necessary for the progress of the extra work. No markups shall be applied to any material provided by City.

D. Equipment Rental:

The Service Provider will be paid for the use of equipment at the rental rates provided below. Equipment rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

All rented equipment shall, as determined by the City, be in good working condition and suitable for the purpose for which it is to be used. Unless otherwise specified, manufacturers' ratings shall be used to classify equipment for the determination of applicable rental rates.

1. For the use of any equipment normally required for recurring maintenance services provided under this Agreement regardless of whether the equipment is already on the work or is to be delivered to the work and regardless of ownership and any rental or other contract entered into by the Service Provider for the use of such equipment, the Service Provider will be paid as provided herein at the current local rental rates used by the State of California Department of Transportation. (Copies of the Equipment Rental Rates used by the State will be furnished on request.)

Individual pieces of equipment not listed and having a replacement value of Two Hundred Dollars (\$200) or less shall be considered to be tools or small equipment and no payment will be made for their use on the work.

The hourly rates for equipment not listed under the schedules of rental rates set forth by the State of California Department of Transportation shall be those agreed upon by the Service Provider and the City prior to the use of the equipment, except that in no case shall the rental rates exceed those of established distributors or equipment rental agencies.

In computing the hourly rental of equipment, less than 30 minutes shall be considered ½- hour, except that the minimum rental time to be paid per day shall be one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns or non-working days.

The rental time of equipment to be paid for shall be the time the equipment is in operation on the force-account work being performed. Loading and transporting costs will be allowed when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the force-account work on other than the force-account work.

2. For the use of equipment not required under the recurring maintenance services provided under this Agreement and moved in on the work and used exclusively for force-account work, the Service Provider will be paid as provided herein and at the rates agreed upon by the Service Provider and the City, except that in no case shall the rental rates paid exceed those of established distributors or equipment rental agencies.

The rental period shall begin at the time the equipment is unloaded at the site of the force-account work and shall terminate at the end of the day on which the order to discontinue the force-account work is given to the Service Provider by the City, except that the minimum total rental time to be paid for shall be not less than eight (8) hours.

Except as provided in the last sentence of this paragraph, the Service Provider will be paid the cost of transporting the equipment to the work and its return to its original location, provided the original location of the equipment has been agreed to in advance by the City, and provided further that such costs shall not exceed the applicable minimum Public Utility Commission's established rates for transporting the equipment. Should the equipment be transported by low bed trailers, hourly rates charged by established haulers will be paid. Also, the City will pay for loading and unloading costs. Should the Service Provider desire the return of the equipment to a location other than its original location, the City will pay the cost of transportation in accordance with the above provisions, provided such cost does not exceed the cost of moving the equipment to the work. Payment for transporting and loading and unloading the equipment as provided herein will not be made if the equipment is used on the work in any other way than upon the force-account work.

E. Work Performed by Special Forces or Other Special Services:

When the City and the Service Provider determine that a special service or an item of force-account work cannot be performed by the forces of the Service Provider or those of any of its subcontractors, such service or force-account work item may be performed by a specialist. Invoices of such services or item or force-account work on the basis of the current market prices thereof may be accepted without complete itemization of labor, materials, and equipment rental costs when it is impractical and not in accordance with the established practice of the special

service industry to provide such complete itemization. In those instances wherein the Service Provider is required to perform force-account work necessitating a fabrication process in a shop facility away from the job site, the charges for that portion of force-account work performed in such facility may be accepted as a specialist billing.

F. Reporting and Invoicing:

The Service Provider shall submit a daily report to the City for all force-account work on forms furnished by the City. These Daily Extra Work Reports shall be signed by both parties and thereafter be considered the true record of force-account work done. Complete detailed invoices covering the force-account work shall be submitted for payment no later than 15 days after the completion of the work. Invoices lacking sufficient detail or supporting documentation will not be processed for payment until details are furnished to the satisfaction of the City.

The charges for work performed by the Service Provider, by a subcontractor, and by an employee of a subcontractor shall be reported separately. Substantiating invoices from suppliers, vendors, and subcontractors shall be included with the Service Provider's invoices. The Service Provider shall permit examination of accounts, bills, and vouchers relating to the force-account work, when requested by the City.

6. RATE ADJUSTMENT

6.1. ELIGIBILITY

After two (2) contract years of satisfactory service, the Service Provider may submit to the Director of Public Works, no earlier than the first day of second anniversary of the Agreement, a request for adjustments in the compensation rates and costs.

6.2. *The Service Provider must submit a request in writing to be received by the City via certified mail no later than fifteen (15) days after the anniversary day for a rate adjustment and cost increase effective sixty (60) days after the anniversary day based on the method of computation described in Section 6.3. Failure to submit a written request by the end of the fifteenth (15th) day after the anniversary date shall result in Service Provider waiving the right to request such increase for any preceding year.*

6.3. METHOD OF COMPUTATION

The rate adjustment shall be based on the percentage increase to the Consumer Price Index of the Bureau of Labor Statistics, U.S. Department of Labor, for the Los Angeles - Long Beach Metropolitan Area. Said adjustment shall become effective sixty (60) days after the anniversary date of the contract. Requests for adjustments to compensation shall be approved administratively by the Director of Public Works.

7. REPORTING AND MONITORING REQUIREMENTS

The Service Provider shall be required to supply, keep, and make available upon request all information and data needed to comply with the City's reporting requirements. The Service

Provider shall be required to obtain all necessary computer software and hardware, supplies, personnel, and training at Service Provider's expense to comply with the City's reporting requirements.

The City believes cooperation between the Service Provider and the City is critical to the success of this program. City reserves the right to request additional information on an as needed basis, to review records at Service Provider's facility on demand and to conduct audits of reports identified in this Agreement, unless otherwise specified.

7.1. WEEKLY REPORTS

Weekly reports are due on the mutually agreed upon date of the weekly meeting between Service Provider's Superintendent and the City's Contract Administrator or designee. Failure to submit weekly reports shall subject Service Provider to penalties pursuant to Section 3.5.4 of this Agreement.

7.1.1. WEEKLY PROGRESS REPORT

Superintendent shall prepare and submit to the Contract Administrator, or designee, a weekly progress report. Said report shall summarize work completed during the past week, including an assessment of the overall condition of the maintained areas, description of specific problem areas or situations, and actions to be taken by Service Provider to rectify said problems areas or situations together with anticipated time frames for remedial actions.

7.1.2. WEEKLY SCHEDULE

Superintendent shall prepare and submit to the Contract Administrator, or designee, a weekly schedule. Said schedule shall indicate work to be performed during the coming week, including specific locations where crews will be working on specific days of the week.

7.2. ANNUAL REVIEW OF PERFORMANCE AND QUALITY OF SERVICE

At City's sole option, City may hold an annual review of the Service Provider's performance and quality of service. The review shall include, but shall not be limited to, services provided, complaints, recommended amendments to the Agreement, developments in the law. The reports required by this Agreement shall be utilized as the basis for review. Additional documentation may be requested.

7.3. VERIFICATION

The City reserves the right to verify any information supplied by the Service Provider. The Contract Administrator or his designee may inspect financial, accounting and operational records of the Service Provider at any reasonable time for any purpose relevant to the performance of the Agreement provisions.

8. COOPERATION BY SERVICE PROVIDER

Service Provider shall cooperate with all reasonable requests from the City to facilitate the execution of an audit as permitted in Section 7 of this Agreement. Service Provider shall permit

City or any authorized representatives of City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to Service Provider's performance under this Agreement including, but not limited to, expenses for subcontractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA

Copies or originals of all data collected by Service Provider in relation to work associated with this Agreement shall be provided to City. Data collected, stored, and/or provided shall be in a form acceptable to City and agreed upon by City.

10. OWNERSHIP

Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by Service Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

11. CONFIDENTIALITY

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Service Provider in connection with the performance of this Agreement shall be held confidential by Service Provider. Such materials shall not, without the prior written consent of City, be used by Service Provider for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Service Provider which is otherwise known to Service Provider or is generally known, or has become known, to the related industry shall be deemed confidential. Service Provider shall not use City's name, City seal, branding logo, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

12. ATTORNEY'S FEES

In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement of the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

13. WRITTEN AUTHORIZATION REQUIRED

Service Provider shall not make changes in the Scope of Work or perform any additional or extra work or provide any additional material except as set forth in Section 2.3 under this Agreement without first obtaining written authorization signed by both City and Service Provider for such additional work or materials. Additional labor or materials provided without written authorization signed by both parties shall be done at Service Provider's risk and without payment.

14. DEFAULTS, TERMINATION OF AGREEMENT

14.1. SUSPENSION OF WORK-DEFAULT BY SERVICE PROVIDER

If the Service Provider fails to commence work as provided in this Agreement, or to supply an adequate working force, or to maintain the rate of progress of the work in such a manner as in the opinion of the Contract Administrator will ensure a full compliance with this Agreement within the specified time limits, or if in the opinion of the Contract Administrator the Service Provider is not carrying out the provisions of this Agreement, written notice will be served on the Service Provider specifying defaults to be remedied within thirty (30) days for satisfactory compliance with the requirements of this Agreement. Such notice shall set forth the basis for default. If Service Provider neglects or refuses to comply with such notice, the City may suspend the operation of all or any part of the Agreement, or it may, in its discretion after such notice, perform any part of the work or purchase any or all of the materials included in this Agreement or required for the completion thereof at the expense of the Service Provider without suspending the Agreement.

Upon suspension of the Agreement, the Contract Administrator, acting in behalf of the City, may at his or her discretion hire such labor force and buy machinery, tools, appliances, materials, and supplies at the Service Provider's expense as may be necessary for the proper conduct and completion of the work. The Service Provider shall not make any disposition of the plant, machinery, tools, appliances, supplies, or materials used on or in connection with the work, either by sale or conveyance, inconsistent with these provisions.

14.2. SUSPENSION OF WORK WITHOUT FAULT

The work may be suspended in whole or in part when it is determined by the Contract Administrator that such suspension is necessary in the best interest of the City, regardless of fault by the Service Provider. In such event, the Service Provider shall comply immediately with any written order of the Contract Administrator suspending work.

14.3. DECISION OF CONTRACT ADMINISTRATOR FINAL

The determination of the Contract Administrator to suspend the work under the provisions of Section 14.1 and 14.2 shall be final and binding upon both parties.

14.4. REMAINDER OF AGREEMENT IN EFFECT

Suspension of the Agreement, or any part thereof, pursuant to this Section 14 shall operate only to terminate the right of the Service Provider to proceed with the work covered by this Agreement or the suspended portion thereof. The provisions of this Agreement permitting the City to make changes and to make proper adjustment of accounts to cover any increase or decrease of cost on account of such changes and all other provisions of this Agreement except those giving the Service Provider the right to proceed with work on the items covered by the suspension, shall be and remain in full force and effect after such suspension and until the Agreement shall have been completed and final payment or final adjustment of accounts made.

14.5. SUSPENSION AND TERMINATION OF CONTRACT

14.5.1. SUSPENSION; DEFAULT BY SERVICE PROVIDER

When the work is suspended in whole or in part in accordance with the provisions of Section 14.1, any cost to the City in excess of the rates in EXHIBIT A, arising from the suspension of the work, or from work performed by the City, either before or after suspension, and required on account or failure of the Service Provider to comply with this Agreement or the orders of the Contract Administrator, will be charged to the Service Provider and its surety, who shall be liable therefor.

14.5.2. SUPSENSION; SERVICE PROVIDER WITHOUT FAULT

Where the work is suspended in whole or in part in accordance with the provisions of Section 14.2, the Service Provider will be compensated for damages incurred due to delays for which the City is responsible. Compensation for damages or delays will be determined by the Contract Administrator.

14.6. TERMINATION OF AGREEMENT-DEFAULT BY SERVICE PROVIDER

A. The Service Provider is in default of this Agreement when in the City's opinion the Service Provider has:

1. Failed to comply in good faith with any provision of this Agreement;
2. Become insolvent;
3. Assigned or subcontracted any part of the Scope of Work without the City's consent.

B. Cure Period.

In the event of such default, City shall notify Service Provider of the specific nature of the default. Upon receipt of such notice, Service Provider will be permitted twenty (20) calendar days to cure the default. If Service Provider determines it cannot cure the default within the twenty (20) calendar day period, Service Provider must submit, in writing, a plan for curing the default to City (which plan shall show in detail by what means Service Provider proposes to cure the default and the date the default will be cured). Upon receipt of any such plan, City shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow or not allow, Service Provider to pursue such plan to cure. City agrees that it will not exercise its remedies hereunder with respect to Agreement default for so long as Service Provider diligently, conscientiously, and timely undertakes to cure the deficiency in accordance with the approved plan. The twenty (20) day time period shall be suspended during the period of time the Service Provider's request for an extension of the cure period is pending before City.

C. Termination for Default. City may terminate this Agreement when in the determination of City, Service Provider is unable to cure, is no longer diligently, conscientiously, and timely undertaking to cure the deficiency or is unwilling to remedy such default in accordance with subsection B above. Such termination shall be referred to herein as "Termination for Default". This Agreement may then be terminated by City upon service of a ten (10) day written notice to Service Provider.

Service Provider will be paid the actual amount due based on unit prices or lump sums bid and the quantity of work completed as of the effective date of termination, less damages caused to the City by acts of the Service Provider causing the termination. The Service Provider, in having tendered a bid, shall be deemed to have waived any and all claims for damages because of termination for default of Agreement.

D. Surety; Performance Bond. If the Service Provider fails to cure the default, the Contract Administrator may, but is not required, to serve written notice upon the Service Provider's Surety of the Performance Bond demanding satisfactory compliance with the Agreement.

If the Service Provider or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, the City may exclude it from the premises and complete the work by City forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Service Provider and its Surety and may be deducted from any money due or becoming due from the City. If the sums under the Agreement are insufficient for completion, the Service Provider or Surety shall pay to the City within five (5) days after the completion all costs in excess of the Contract price.

If the Surety assumes any part of the work, it shall take the Service Provider's place in all respects for that part and shall be paid by the City for all work performed by it in accordance with this Agreement. If the Surety assumes the entire Agreement, all money due the Service Provider at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of this Agreement.

The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

14.7. TERMINATION OF AGREEMENT - SERVICE PROVIDER WITHOUT FAULT

The City may terminate the Agreement when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by force majeure as defined in Section 21 of this Agreement, by law, court order, or by official action of a public authority.

When written notice by the Contract Administrator to discontinue work is served upon the Service Provider because the Agreement has been terminated, the Service Provider shall comply immediately with the order of the Contract Administrator.

The Service Provider shall be paid for work performed up to the effective date of termination at the unit prices set forth in this Agreement. In the event no unit prices are named, the Service Provider shall be paid a percentage of the work completed up to the time of termination based on the lump sum price in Exhibit A. In no event will the City be liable to the Service Provider for breach of the Agreement, extra work, or damages because of said termination of the Agreement.

14.7.1. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Service Provider:

Landscape West Management Services, Inc.
1234 North Blue Gum Street
Anaheim, CA 92860
Phone: (714) 860-4702
Fax: (714) 860-4705
Attn: Michael Garibay, President

City:

City of Downey
11111 Brookshire Avenue
Downey, California 90241
Phone: (562) 904-7286
Fax: (562) 923-6388
Attn: Director of Public Works

With a courtesy copy to:

City of Downey
City Attorney's Office
11111 Brookshire Avenue
Downey, California 90241

15. INSURANCE

15.1. Time for Compliance. Service Provider shall not commence the Scope of Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Service Provider shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience with insurer, coverage or other special circumstances.

15.2. Minimum Requirements. Service Provider shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement, and the Scope of Work by the Service Provider, its agents, representatives, employees or subcontractors. Service Provider shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. (1) *Commercial General Liability (CGL):* Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, property damage, bodily injury and personal and advertising injury; (2) *Automobile Liability:* Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or if Service Provider owns no autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation:* Workers' Compensation insurance as required by the State of California with Statutory Limits; and (4) Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Service Provider shall maintain limits no less than: (1) *Commercial General Liability (CGL)*: No less than \$2,000,000 per occurrence for products and completed operations, bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: No less than \$2,000,000 per accident for bodily injury and property damage; and (3) *Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions* with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate; (4) *Workers' Compensation*: Workers' Compensation limits as required by the Labor Code of the State of California with Statutory Limits; (5) *Employer's Liability*: Employer's Liability limits of no less than \$2,000,000 per accident for bodily injury or disease. Employer's Liability coverage may be waived by the City if City receives written verification that Service Provider has no employees.

If the Service Provider maintains broader coverage and/or higher limits than the minimum shown in this subdivision 15.2, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

15.3 Professional Liability (Errors & Omissions). Service Provider shall procure and maintain, and require its sub-contractors to procure and maintain, for a period of five (5) years following completion of the Agreement or the Scope of Services, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate, and shall be endorsed to include contractual liability. If the Service Provider maintains broader coverage and/or higher limits than the minimum shown in this subdivision 15.2 the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

15.4. Insurance Endorsements. The insurance policies shall contain the following provisions, or Service Provider shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Additional Insured Status. The Commercial General Liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to liability arising from the Agreement and Scope of Work performed by or on behalf of the Service Provider, including materials, parts or equipment furnished in connection with such Agreement and Scope of Work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Service Provider's scheduled underlying coverage. Commercial General Liability insurance coverage may be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions are used).

(B) Waiver of Subrogation. Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Service Provider may acquire

against the City by virtue of the payment of any loss under said insurance policies set forth herein. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(C) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except with written notice by certified mail, return receipt requested to the City ; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City , its directors, officials, officers, employees, agents and volunteers.

15.5. Primary Coverage. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance and primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City , its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City , its directors, officials, officers, employees, agents and volunteers shall be excess of the Service Provider's insurance and shall not be called upon to contribute with it in any way.

15.6. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City , its directors, officials, officers, employees, agents and volunteers.

15.7. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City . CITY may require Service Provider to provide proof of ability to pay losses and related investigations, claim administration and defense expenses and costs within the retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or City .

15.8. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, authorized to do business in California, and satisfactory to the City.

15.9. Verification of Coverage. Service Provider shall furnish City with original certificates of insurance, including all required amendatory endorsements (or copies of the applicable policy language effective coverage required by this provision) and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to the City before the commencement of work under this Agreement. However, failure to obtain the required documents prior to the commencement of work under this Agreement shall not waive the Service Provider's obligation to provide them to the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

15.10. Claims-Made Policies. If any of the policies provide coverage on a claims-made basis:
(A) The retroactive date must be shown and must be before the date of this Agreement or the date work commences under this Agreement, whichever is earliest;

(B) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Services provided under this Agreement;

(C) If coverage is canceled, non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the date work commences under this Agreement, whichever is earliest, the Service Provider must purchase extended reporting coverage for a minimum of five (5) years after completion of the Scope of Work under this Agreement.

15.11 Failure to Provide Insurance

Service Provider's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which City may immediately terminate or suspend this Agreement. At its discretion, City may obtain or renew the insurance and pay all or part of the premiums. Upon demand, Service Provider shall repay City all monies City has paid to obtain or renew the insurance, or City may offset the cost of the premium against any monies due Service Provider from City.

16. PERFORMANCE BOND

The Service Provider shall obtain, pay for, and maintain throughout the life of this Agreement a Faithful Performance Bond in an amount equal to 100% of the annual Contract price.

Said bond shall be in the form shown in EXHIBIT D, attached hereto and incorporated herein by reference, accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bond is executed outside the State of California, a California representative of the surety must countersign all copies of the bond. The signature of the person executing the bond shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

The surety or sureties on all bonds furnished must be satisfactory to the City. City will reject surety bond obtained from any company which is not an admitted surety insurer under the laws of the State of California and which does not hold a Certificate of Authority from the U.S. Secretary of the Treasury under 31 U.S.C. as an acceptable surety on Federal bonds. The surety must also be listed in the latest edition of U.S. Department of Treasury Circular 570, and the bond provided must not exceed the surety's bonding limitations as set forth in Circular 570.

If, during the continuance of the Agreement, any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Service Provider shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Agreement may be suspended and the work completed as provided in Section 14 of this Agreement.

No modifications or alterations made in the work to be performed under the Agreement or the time of performance shall operate to release any surety from liability on any bond required to be given herein. The surety shall waive notice of such events.

The Notice to Proceed will not be issued until the aforesaid bond have been received and approved by City. City's decision as to the acceptability of all sureties and bond is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

17. WAIVER

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

The waiver of either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

18. INDEMNITY

18.1. SAFETY

Service Provider shall execute and maintain its work and shall take all reasonable precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out of the act or omissions of Service Provider, its agents, employees, or subcontractors. In carrying out its Services, the Service Provider shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) training and instruction in accident prevention for all employees and subcontractors, such as deployment of traffic control measures on public streets and highways, training in safe operation of landscape maintenance power equipment and hand tools, application of pesticides provision of proper wearing apparel and safety equipment as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

18.2. INDEMNIFICATION

Service Provider shall defend (with counsel acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Service Provider, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses.

Service Provider shall defend, at Service Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding.

Service Provider shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Service Provider's obligation

to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, and agents or volunteers. Service Provider shall not be obligated to defend, indemnify or hold the City harmless in any manner whatsoever for any claims or liability arising solely out of the City's own negligent acts, errors or omissions or willful misconduct.

19. Miscellaneous Provisions

- 19.1.1. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.
- 19.1.2. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be the courts in Los Angeles County.
- 19.1.3. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 19.1.4. City's Right to Employ Other Service Providers. City reserves right to employ other Service Providers in connection with this Project.
- 19.1.5. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.
- 19.1.6. Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 19.1.7. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Service Provider include all personnel, employees, agents, and subcontractors of Service Provider, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 19.1.8. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 19.1.9. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver,

benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 19.1.10.** No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 19.1.11.** Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 19.1.12.** Prohibited Interests. Service Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement. Further, Service Provider warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 19.1.13.** Equal Opportunity Employment. Service Provider represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Service Provider shall also comply with all relevant provisions of any City Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 19.1.14.** Labor Certification. By its signature hereunder, Service Provider certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 19.1.15.** Authority to Enter Agreement. Service Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 19.1.16.** Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.
- 19.1.17.** Effect of Conflict. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, any of its exhibits, attachments,

purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

20. SEVERABILITY

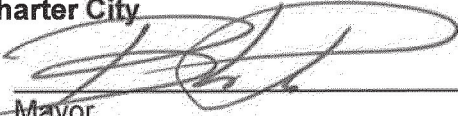
Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

21. FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include, but are not limited to, acts of God, labor disputes or civil unrest. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

CITY OF DOWNEY
a California municipal corporation
and charter City


By:



Mayor

Landscape West Management Services, Inc.
a California corporation

By:



Name: Michael Guri'bay
Title: President

Attest:



City Clerk

Approved as to Form:



City Attorney

Exhibit "A"
Scope of Services/Fee Schedule

CITY OF DOWNEY
ON-STREET LANDSCAPE MAINTENANCE SERVICES

SCOPE OF SERVICES/FEE SCHEDULE

RECURRING MAINTENANCE SERVICES				
The Lump Sum Prices stated below shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work, including the SERVICE PROVIDER's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean-up and all other items incidental to the work.				
CATEGORY I - MEDIANS				
Site #	Description	Location / Limits	Monthly Price	Annual Price
M-1.01	Lakewood Blvd.	Century Blvd. To Rosecrans Ave.	\$ 40	\$ 480
M-1.02	Lakewood Blvd.	Rosecrans Ave. To Deming Ave.	\$ 235	\$ 2,820
M-1.03	Lakewood Blvd.	Deming Ave. To Gardendale St.	\$ 155	\$ 1,860
M-1.04	Lakewood Blvd. (Ivy 105 Wall)	Gardendale St. To Priscilla St.	\$ 39	\$ 468
M-1.05	Lakewood Blvd. (Ivy)	I-105 Fwy. To Imperial Hwy.	\$ 195	\$ 2,340
M-1.05A	Lakewood Blvd.	Triangle at Imperial Hwy. Int.	\$ 155	\$ 1,860
M-1.06	Lakewood Blvd. (Ivy)	Imperial Hwy. To Donovan/Rose Ave.	\$ 155	\$ 1,860
M-1.07	Lakewood Blvd. (Ivy)	Donovan/Rose Ave. To Columbia Wy.	\$ 78	\$ 936
M-1.08	Lakewood Blvd.	Downey Studios To Alameda St.	\$ 78	\$ 936
M-1.09	Lakewood Blvd.	Alameda St. To Downey Landing	\$ 196	\$ 2,352
M-1.10	Lakewood Blvd.	Downey Landing To Stewart & Gray Rd.	\$ 78	\$ 936
M-1.11	Lakewood Blvd.	Stewart & Gray Rd. To Cleta St.	\$ 117	\$ 1,404
M-1.12	Lakewood Blvd.	Cleta St. To Bellflower Blvd.	\$ 78	\$ 936
M-1.13	Lakewood Blvd.	Bellflower Blvd. To Firestone Blvd.	\$ 78	\$ 936
M-1.14	Lakewood Blvd.	Firestone Blvd. To 3rd/Stonewood St.	\$ 78	\$ 936
M-1.15	Lakewood Blvd.	3rd/Stonewood St. To 5th/Cecilia St.	\$ 78	\$ 936
M-1.16	Lakewood Blvd.	5th/Cecilia St. To Muller St.	\$ 78	\$ 936
M-1.17	Lakewood Blvd. (Ivy)	Muller St. To Cherokee Dr.	\$ 78	\$ 936
M-1.18	Lakewood Blvd.	Cherokee Dr. To Median Break 510' N/O Cherokee Dr. (Post Office Dwy.)	\$ 78	\$ 936
M-1.19	Lakewood Blvd.	510' N/O Cherokee Dr. (Post Office Dwy.) To 500' S/O Florence Ave. (Pep Boys Dwy.)	\$ 78	\$ 936
M-1.20	Lakewood Blvd.	500' S/O Florence Ave. (Pep Boys Dwy.) To Florence Ave.	\$ 78	\$ 936
M-1.21	Lakewood Blvd.	Florence Ave. To 550' N/O Florence Ave.	\$ 78	\$ 936
M-1.22	Lakewood Blvd.	435' S/O Lubec St. To Median Break 470' N/O Lubec St.	\$ 78	\$ 936

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 2 of 14

CATEGORY I - MEDIANS (Cont'd)				
Site #	Description	Location / Limits	Monthly Price	Annual Price
M-1.23	Lakewood Blvd.	Median Break 470' N/O Lubec St. To Gallatin Rd.	\$ 78	\$ 936
M-1.24	Lakewood Blvd.	Gallatin Rd. To Median Break 470' N/O Gallatin Rd. (Ralphs Dwy)	\$ 78	\$ 936
M-1.25	Lakewood Blvd.	Median Break 470' N/O Gallatin Rd. (Ralphs Dwy) To I-5 S/B Off-Ramp	\$ 39	\$ 468
M-1.26	Lakewood Blvd.	I-5 S/B Off-Ramp To I-5 N/B On-Ramp	\$ 39	\$ 468
M-1.27	Lakewood Blvd.	I-5 N/B On-Ramp To Telegraph Rd.	\$ 78	\$ 936
M-2.01	Firestone Blvd.	West City Limits To 420' E/O West City Limits (Home Depot)	\$ 39	\$ 468
M-2.02	Firestone Blvd.	Arnett St. To Old River School Rd.	\$ 40	\$ 480
M-2.03	Firestone Blvd.	Old River School Rd. To Pomeroy Rd.	\$ 40	\$ 480
M-2.03A	Firestone Blvd.	Triangle at NE cor Old River School Rd. int.	\$ 40	\$ 480
M-2.04	Firestone Blvd.	Myrtle St. To La Reina Ave.	\$ 40	\$ 480
M-2.05	Firestone Blvd.	La Reina Ave. To Downey Ave.	\$ 40	\$ 480
M-2.06	Firestone Blvd.	Downey Ave. To Dolan Ave.	\$ 40	\$ 480
M-2.07	Firestone Blvd.	Dolan Ave. To Brookshire Ave.	\$ 40	\$ 480
M-2.08	Firestone Blvd.	Brookshire Ave. To Patton Rd.	\$ 40	\$ 480
M-2.09	Firestone Blvd.	Marbel Ave. To Lakewood Blvd.	\$ 40	\$ 480
M-2.10	Firestone Blvd.	Lakewood Blvd. To Median Break (640' E/O Lakewood Blvd.)	\$ 40	\$ 480
M-2.11	Firestone Blvd.	Median Break (640' E/O Lakewood Blvd.) To Stonewood Entrance	\$ 40	\$ 480
M-2.12	Firestone Blvd.	Stonewood Entrance To Woodruff Ave. (N)	\$ 40	\$ 480
M-2.13	Firestone Blvd.	Woodruff Ave. (N) To Woodruff Ave. (S)	\$ 40	\$ 480
M-2.14	Firestone Blvd.	Woodruff Ave. (S) To Pangborn Ave.	\$ 78	\$ 936
M-2.15	Firestone Blvd.	Pangborn Ave. To Stewart & Gray Rd.	\$ 39	\$ 468
M-2.16	Firestone Blvd.	Stewart & Gray Rd. To Median Break 495' E/O Stewart & Gray Rd.	\$ 39	\$ 468
M-2.17A	Firestone Blvd.	Triangle 545' E/O Stewart & Gray Rd.	\$ 39	\$ 468
M-2.17	Firestone Blvd.	Median Break 580' E/O Stewart & Gray Rd. To San Gabriel Channel Bridge	\$ 39	\$ 468
M-3.01	Rives Ave.	2nd St. to 3rd St.	\$ 17	\$ 204
M-3.02	Rives Ave.	3rd St. to 4th Pl.	\$ 17	\$ 204
M-3.03	Rives Ave.	4th Pl. to 4th St. / Fosterla St.	\$ 17	\$ 204
M-4.01	Paramount Blvd.	Gardendale St. To Puritan Ave.	\$ 156	\$ 1,872
M-4.02	Paramount Blvd.	Puritan Ave. To Comolette St.	\$ 78	\$ 936
M-4.03	Paramount Blvd.	Comolette St. To Borson St.	\$ 156	\$ 1,872
M-4.04	Paramount Blvd.	Borson St. To Imperial Hwy.	\$ 78	\$ 936
M-4.05	Paramount Blvd.	Imperial Hwy. To Leeds St.	\$ 39	\$ 468

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 3 of 14

CATEGORY I - MEDIANS (Cont'd)				
Site #	Description	Location / Limits	Monthly Price	Annual Price
M-4.06	Paramount Blvd.	Florence Ave. To Median Break At Fire Station	\$ 78	\$ 936
M-4.07	Paramount Blvd.	Median Break At Fire Station To Lubec St.	\$ 78	\$ 936
M-4.08	Paramount Blvd.	Lubec St. To Suva St.	\$ 117	\$ 1,404
M-4.09	Paramount Blvd.	Suva St. To Gallatin Rd.	\$ 117	\$ 1,404
M-4.10	Paramount Blvd.	Gallatin Rd. To I-5 Fwy. On Ramp	\$ 78	\$ 936
M-5.01	Downey Ave.	Triangle @ Dempster Ave.	\$ 40	\$ 480
M-5.02	Downey Ave.	UPRR to Nance St.	\$ 17	\$ 204
M-5.03	Downey Ave.	Nance St. to Firestone Blvd.	\$ 17	\$ 204
M-5.04	Downey Ave.	Triangle @ New St./ 6 th St.	\$ 17	\$ 204
M-6.00	Bellflower Blvd.	Dalen St. to Imperial Hwy.	\$ 60	\$ 720
M-6.01	Bellflower Blvd.	Imperial Hwy. To Median Break 640' N/O Imperial Hwy.(Kaiser Hospital Entrance)	\$ 60	\$ 720
M-6.02	Bellflower Blvd.	Median Break 640' N/O Imperial Hwy.(Kaiser Hospital Entrance) To Cong. Steve Horn Way	\$ 60	\$ 720
M-6.03	Bellflower Blvd.	Cong. Steve Horn Way To Apollo Way	\$ 60	\$ 720
M-6.04	Bellflower Blvd.	Apollo Way To Washburn Rd.	\$ 60	\$ 720
M-6.05	Bellflower Blvd.	Washburn Rd. To Elm Vista Dr.	\$ 60	\$ 720
M-6.06	Bellflower Blvd.	Elm Vista Dr. to Stewart & Gray Rd.	\$ 60	\$ 720
M-7.02	Cong. Steve Horn Way	Caring Wy. to Kaiser Driveway	\$ 78	\$ 936
M-7.03	Cong. Steve Horn Way	Kaiser Driveway to Kaiser Driveway (3-way Stop)	\$ 250	\$ 3,000
M-7.04	Cong. Steve Horn Way	Kaiser Driveway (3-way Stop) to Bellflower Blvd.	\$ 250	\$ 3,000
M-7.05	Cong. Steve Horn Way	Bellflower Blvd. to Public Works Yard	\$ 60	\$ 720
M-8.01	Florence Ave.	West City Limits To 375' Easterly	\$ 60	\$ 720
M-8.02	Florence Ave.	Little Lake Rd / I-605 Fwy. Off Ramp To Studebaker Rd.	\$ 25	\$ 300
M-9.01	Stewart & Gray Rd.	Regentview Ave. to Firestone Blvd.	\$ 45	\$ 540
M-9.02	Stewart & Gray Rd.	Triangle S/O Firestone Blvd.	\$ 18	\$ 216
M-10.01	Lindell Ave.	Triangle S/O Telegraph Rd.	\$ 35	\$ 420
M-11.01	Imperial Hwy.	160' W/O Ryerson Ave. To Old River School Rd.	\$ 65	\$ 780
M-11.02	Imperial Hwy.	Old River School Rd. To Rives Ave.	\$ 187	\$ 2,244
M-11.03	Imperial Hwy.	Rives Ave. To Smallwood Ave (S)	\$ 80	\$ 960
M-11.04	Imperial Hwy.	Smallwood Ave (S) To Smallwood Ave (N)	\$ 30	\$ 360
M-11.05	Imperial Hwy.	Smallwood Ave (N) To 145' E/O Smallwood Ave (N)	\$ 30	\$ 360
M-11.06	Imperial Hwy.	370' W/O Paramount Blvd. To Paramount Blvd.	\$ 35	\$ 420

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 4 of 14

CATEGORY I - MEDIANS (Cont'd)				
Site #	Description	Location / Limits	Monthly Price	Annual Price
M-11.07	Imperial Hwy.	Paramount Blvd. To Citizenship Ct.	\$ 35	\$ 420
M-11.08	Imperial Hwy.	Citizenship Ct. To Downey Ave.	\$ 39	\$ 468
M-11.09	Imperial Hwy.	Downey Ave. To Dolan Ave.	\$ 35	\$ 420
M-11.10	Imperial Hwy.	Dolan Ave. To Brookshire Ave.	\$ 35	\$ 420
M-11.11	Imperial Hwy.	Brookshire Ave. To Barlin Ave.	\$ 120	\$ 1440
M-11.12	Imperial Hwy.	Barlin Ave. To Lakewood Blvd.	\$ 120	\$ 1440
M-11.13	Imperial Hwy.	Lakewood Blvd. To Columbia Wy.	\$ 120	\$ 1440
M-11.14	Imperial Hwy.	Columbia Wy. To Ardis Ave./Caring Wy.	\$ 120	\$ 1440
M-11.15	Imperial Hwy.	Ardis Ave/Caring Wy To Kaiser Hosp Entr	\$ 39	\$ 468
M-11.16	Imperial Hwy.	Kaiser Hospital Entrance To Bellflower Blvd.	\$ 155	\$ 1860
M-11.17	Imperial Hwy.	Bellflower Blvd. To Adenmoor Ave.	\$ 17	\$ 204
M-11.18	Imperial Hwy.	Adenmoor Ave. To Dunrobin Ave.	\$ 78	\$ 936
M-11.19	Imperial Hwy.	Dunrobin Ave. To Benedict Ave.	\$ 78	\$ 936
M-11.20	Imperial Hwy.	Benedict Ave. To Woodruff Ave.	\$ 78	\$ 936
M-11.21	Imperial Hwy.	Woodruff Ave. To San Gabriel Channel	\$ 156	\$ 1872
M-12.01	Studebaker Rd.	235' S/O Benfield Ave. to Benfield Ave.	\$ 40	\$ 480
M-13.01	Caring Wy.	Imperial Hwy. to Kaiser Hosp Entrance	\$ 195	\$ 2,340
M-13.02	Caring Wy.	Kaiser Hosp Entrance to Cong Steve Horn Wy	\$ 195	\$ 2,340
M-14.06	Columbia Wy.	S/S Lakewood Blvd Intersection	\$ 17	\$ 204
M-14.06A	Columbia Wy.	S/S Lakewood Blvd Intersection	\$ 17	\$ 204
TOTAL CATEGORY I - MEDIANS			\$ 7,958	\$ 95,496

7,958
 95,496
 H H

CATEGORY II - PARKWAYS					
Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-2.01	W/S	Lakewood Blvd.	Gardendale St to Priscilla St	\$ 30	\$ 360
P-2.02	E/S	Lakewood Blvd.	Gardendale St to Priscilla St (Downey Cemetery frontage)	\$ 30	\$ 360
P-2.03	W/S	Lakewood Blvd.	12731 Lakewood Blvd to Dalen St	\$ 30	\$ 360
P-2.04	E/S	Lakewood Blvd.	Priscilla St to 315' North (South Driveway for 12852 Lakewood Blvd)	\$ 20	\$ 240
P-2.05	W/S	Lakewood Blvd.	Dalen St to Imperial Hwy	\$ 75	\$ 900
P-2.06	E/S	Lakewood Blvd.	Adoree St to Imperial Hwy	\$ 45	\$ 540
P-2.07	W/S	Lakewood Blvd.	Side of 8742 Meadow Rd	\$ 45	\$ 540
P-2.08	E/S	Lakewood Blvd.	Imperial Hwy to Rose Ave	\$ 45	\$ 540
P-2.09	W/S	Lakewood Blvd.	Meadow Rd to Donovan Ave	\$ 26	\$ 312
P-2.10	E/S	Lakewood Blvd.	Rose Ave to Columbia Wy	\$ 20	\$ 240

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 5 of 14

CATEGORY II - PARKWAYS (Cont'd)					
Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-2.11	W/S	Lakewood Blvd.	Donovan Ave to Alameda St	\$ 18	\$ 216
P-2.12	E/S	Lakewood Blvd.	Downey Studios Intersection To S/S Downey Landing Shopping Center Property	\$ 90	\$ 960
P-2.13	W/S	Lakewood Blvd.	Alameda St to Stewart & Gray Rd	\$ 29	\$ 348
P-2.15	W/S	Lakewood Blvd.	Stewart & Gray Rd to Buckles St	\$ 40	\$ 480
P-2.17	W/S	Lakewood Blvd.	Buckles St to Cieta St	\$ 15	\$ 180
P-2.19	W/S	Lakewood Blvd.	Cieta St to Coca Cola Driveway	\$ 20	\$ 240
P-2.20	E/S	Lakewood Blvd.	Stewart & Gray Rd to Buckles St	\$ 20	\$ 240
P-2.21	W/S	Lakewood Blvd.	Coca Cola Driveway to UPRR	\$ 20	\$ 240
P-2.22	E/S	Lakewood Blvd.	Buckles St to Hall Rd	\$ 20	\$ 240
P-2.23	W/S	Lakewood Blvd.	Lakewood side of 8764 Firestone Blvd	\$ 10	\$ 120
P-2.24	E/S	Lakewood Blvd.	Hall Rd to Bellflower Blvd	\$ 15	\$ 180
P-2.25	W/S	Lakewood Blvd.	Firestone Blvd to 3 rd St	\$ 20	\$ 240
P-2.26	E/S	Lakewood Blvd.	Margaret St to UPRR	\$ 15	\$ 180
P-2.27	W/S	Lakewood Blvd.	3 rd St to 5 th St	\$ 15	\$ 180
P-2.28	E/S	Lakewood Blvd.	UPRR to Firestone Blvd	\$ 18	\$ 216
P-2.29	W/S	Lakewood Blvd.	5 th St to 6 th St	\$ 15	\$ 180
P-2.30	E/S	Lakewood Blvd.	Firestone Blvd to Stonewood St	\$ 20	\$ 240
P-2.31	W/S	Lakewood Blvd.	6 th St to 7 th St	\$ 15	\$ 180
P-2.32	E/S	Lakewood Blvd.	Stonewood St to Cecilia St	\$ 15	\$ 180
P-2.33	W/S	Lakewood Blvd.	7 th St to Cherokee St	\$ 18	\$ 216
P-2.34	E/S	Lakewood Blvd.	Cecilia St to Muller St	\$ 29	\$ 348
P-2.35	W/S	Lakewood Blvd.	Cherokee St to Driveway (10303 Lakewood Blvd)	\$ 15	\$ 180
P-2.36	E/S	Lakewood Blvd.	Muller St to Gotham St	\$ 18	\$ 216
P-2.37	W/S	Lakewood Blvd.	Driveway (10231 Lakewood Blvd) to Florence Ave	\$ 32	\$ 384
P-2.38	E/S	Lakewood Blvd.	Gotham St to Florence Ave	\$ 45	\$ 540
P-2.41	W/S	Lakewood Frontage Rd. / Tristan Dr. (Hedge)	Lubec St. To Dead End 375' N/O Lubec St.	\$ 40	\$ 480
P-2.42	E/S	Lakewood Frontage Rd. (Hedge)	Dead End 580' S/O Lubec St. To Median Break (Un-irrigated Turf)	\$ 12	\$ 144
P-2.44	E/S	Lakewood Frontage Rd. (Hedge)	Median Break To Lubec St.	\$ 45	\$ 540
P-2.46	E/S	Lakewood Frontage Rd. (Hedge)	Lubec St. To Dead End 160' N/O Suva St.	\$ 88	\$ 1,056
P-3.01	N/S	Imperial Hwy.	Ryerson Ave to Old River School Rd	\$ 18	\$ 216
P-3.06	S/S	Imperial Hwy.	7878 Imperial Hwy to Paramount Blvd	\$ 18	\$ 216
P-3.07	N/S	Imperial Hwy.	Smallwood Ave to Paramount Blvd	\$ 18	\$ 216

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 6 of 14

CATEGORY II - PARKWAYS (Cont'd)					
Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-3.08	S/S	Imperial Hwy.	Paramount Blvd to Alley W/O Brock Ave	\$ 10	\$ 120
P-3.09	N/S	Imperial Hwy.	Paramount Blvd to 8127 Imperial Hwy	\$ 24	\$ 288
P-3.10	S/S	Imperial Frontage Rd.	Alley W/O Brock Ave To Brock Ave.	\$ 20	\$ 240
P-3.11	N/S	Imperial Hwy.	8217 Imperial Hwy to Downey Ave	\$ 24	\$ 288
P-3.12	S/S	Imperial Frontage Rd.	Brock Ave. To Downey Ave.	\$ 14	\$ 168
P-3.13	N/S	Imperial Hwy.	Downey Ave to 8331 Imperial Hwy	\$ 14	\$ 168
P-3.14	S/S	Imperial Hwy.	Downey Ave. To Dolan Ave.	\$ 88	\$ 1,056
P-3.15	N/S	Imperial Hwy.	8429 Imperial Hwy to Brookshire Ave	\$ 24	\$ 288
P-3.16	S/S	Imperial Frontage Rd.	Dolan Ave. To Brookshire Ave.	\$ 30	\$ 360
P-3.17	N/S	Imperial Hwy.	Brookshire Ave to 8509 Imperial Hwy	\$ 20	\$ 240
P-3.18	S/S	Imperial Frontage Rd.	Brookshire Ave. To Verdura Ave.	\$ 45	\$ 540
P-3.19	N/S	Imperial Hwy.	Fronting 8629 Imperial Hwy	\$ 15	\$ 180
P-3.19A	N/S	Imperial Hwy.	8731 Imperial Hwy to Lakewood Blvd	\$ 22	\$ 264
P-3.20	S/S	Imperial Frontage Rd.	Verdura Ave. To Alley E/O Verdura Ave.	\$ 18	\$ 216
P-3.21	N/S	Imperial Hwy.	Lakewood Blvd to Rose Ave	\$ 18	\$ 216
P-3.22	S/S	Imperial Hwy.	Alley E/O Verdura Ave to 8630 Imperial Hwy	\$ 14	\$ 168
P-3.23	N/S	Imperial Hwy.	Rose Ave to Columbia Wy	\$ 18	\$ 216
P-3.24	S/S	Imperial Hwy.	Barlin Ave to 8742 Imperial Hwy	\$ 18	\$ 216
P-3.24A	S/S	Imperial Hwy.	Right-turn Pocket Adjacent to PK-7	\$ 12	\$ 144
P-3.25	N/S	Imperial Hwy.	Columbia Wy to 9125 Imperial Hwy	\$ 18	\$ 216
P-3.25A	N/S	Imperial Hwy.	Parkway & Setback Fronting 9255 Imperial Hwy	\$ 18	\$ 216
P-3.26	S/S	Imperial Hwy.	Lakewood Blvd to Glenshire Rd	\$ 18	\$ 216
P-3.28	S/S	Imperial Hwy.	Glenshire Rd to Columbia Wy	\$ 20	\$ 240
P-3.30	S/S	Imperial Hwy.	Columbia Wy to 9112 Imperial Hwy	\$ 20	\$ 240
P-3.32	S/S	Imperial Hwy.	Fronting 9350 Imperial Hwy	\$ 10	\$ 120
P-3.33	N/S	Imperial Hwy.	Bellflower Blvd to Dunrobin Ave (less 9501 Imperial Hwy)	\$ 20	\$ 240
P-3.34	S/S	Imperial Hwy.	9518 Imperial Hwy to Adenmoor Ave	\$ 18	\$ 216
P-3.35	N/S	Imperial Hwy.	Side of 12456 Dunrobin Ave	\$ 22	\$ 264
P-3.35A	N/S	Imperial Hwy.	9731 Imperial Hwy	\$ 22	\$ 264
P-3.36	S/S	Imperial Hwy.	Fire Station No. 3 Frontage (9556 Imperial Hwy)	\$ 11	\$ 132
P-3.37	N/S	Imperial Hwy.	9809 Imperial Hwy	\$ 15	\$ 180
P-3.37A	N/S	Imperial Hwy.	9825 Imperial Hwy to Woodruff Ave	\$ 19	\$ 228
P-3.39	N/S	Imperial Hwy.	Woodruff Ave To Frontage Rd Outlet	\$ 29	\$ 348
P-4.01	N/S	Foster Rd.	Fidler Ave. To Ardis Ave.	\$ 275	\$ 3,300
P-4.02	N/S	Foster Rd.	Faust Ave. To Carfax Ave.	\$ 91	\$ 1,092

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 7 of 14

CATEGORY II - PARKWAYS (Cont'd)					
Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-5.01	N/S	3rd St.	New St. To Downey Ave.	\$ 155	\$ 1,860
P-5.02	S/S	3rd St.	New St. To Downey Ave.	\$ 155	\$ 1,860
P-5.03	N/S	3rd St.	Downey Ave. To Civic Center Dr.	\$ 155	\$ 1,860
P-5.04	S/S	3rd St.	Downey Ave. To Civic Center Dr.	\$ 155	\$ 1,860
P-6.01	N/S	Stewart & Gray Rd.	Lakewood Blvd. To Vultee Ave.	\$ 23	\$ 276
P-6.02	N/S	Stewart & Gray Rd.	Vultee Ave. To Corrigan Ave.	\$ 12	\$ 144
P-9.01	W/S	Paramount Blvd.	13007 Paramount Blvd	\$ 40	\$ 480
P-9.02	E/S	Paramount Blvd.	Gardendale St to Priscilla St	\$ 40	\$ 480
P-9.03	W/S	Paramount Blvd.	Consuelo St. To Puritan Ave.	\$ 40	\$ 480
P-9.04	E/S	Paramount Blvd.	Priscilla St to Cheyenne Ave	\$ 40	\$ 480
P-9.05	W/S	Paramount Blvd.	Puritan Ave. To Borson Ave.	\$ 40	\$ 480
P-9.06	E/S	Paramount Blvd.	Cheyenne Ave to Puritan Ave	\$ 40	\$ 480
P-9.07	W/S	Paramount Blvd.	Borson Ave. To Lyndora St.	\$ 40	\$ 480
P-9.08	E/S	Paramount Blvd.	Puritan Ave to Devinir Ave	\$ 40	\$ 480
P-9.09	W/S	Paramount Blvd.	Lyndora St. To 105' N/O Lyndora St.	\$ 40	\$ 480
P-9.10	E/S	Paramount Blvd.	Devinir Ave to Comolette St	\$ 6	\$ 72
P-9.12	E/S	Paramount Blvd.	Comolette St to Adoree St	\$ 6	\$ 72
P-9.14	E/S	Paramount Blvd.	Adoree St to Lyndora St	\$ 6	\$ 72
P-9.16	E/S	Paramount Blvd.	Lyndora St to Imperial Hwy	\$ 6	\$ 72
P-9.23	W/S	Paramount Blvd.	Quill Dr. To Springer St.	\$ 72	\$ 864
P-9.25	W/S	Paramount Blvd.	Springer St. To Malva St.	\$ 72	\$ 864
P-9.30	E/S	Paramount Frontage Rd	Brookgreen Rd to Vista Del Rosa St	\$ 49	\$ 588
P-9.32	E/S	Paramount Frontage Rd	Vista Del Rosa St to Dead End 340' North	\$ 49	\$ 588
P-10.01	S/S	Florence Ave./Florence Frontage Rd	170' W/O Julius Ave. To Wiley Burke Ave.	\$ 9	\$ 108
P-10.02	S/S	Florence Frontage Rd.	Wiley Burke Ave. To Hopeland Ave.	\$ 23	\$ 276
P-10.03	N/S	Florence Frontage Rd.	Belder Dr. To Birchdale Ave.	\$ 18	\$ 216
P-10.04	S/S	Florence Frontage Rd.	Eglise Ave. To Dead End 170' E/O Cord Ave.	\$ 23	\$ 276
P-10.05	S/S	Florence Frontage Rd.	Dead End 285' W/O Casanes Ave To Casanes Ave.	\$ 12	\$ 144
P-10.06	N/S	Florence Frontage Rd.	Sideview Dr. To Mattock Ave.	\$ 81	\$ 1,008
P-10.07	S/S	Florence Frontage Rd.	Casanes Ave. To Dead End 160' E/O Casanes Ave.	\$ 12	\$ 144
P-10.08	S/S	Florence Frontage Rd.	Pangborn Ave. To Newville Ave.	\$ 50	\$ 600
P-10.09	N/S	Florence Frontage Rd & Embankment	Mattock Ave. To San Gabriel Channel	\$ 60	\$ 720

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 8 of 14

CATEGORY II - PARKWAYS (Cont'd)					
Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-10.10	S/S	Florence Ave.	Newville Ave. To Lesterford Ave. (excludes 10225 Florence frontage)	\$ 12	\$ 144
P-10.11	S/S	Florence Ave.	Lesterford Ave. To San Gabriel Channel	\$ 42	\$ 504
P-11.01	W/S & E/S	Downey Ave.	Nance St. To Firestone Blvd.	\$ 150	\$ 1800
P-11.02	W/S & E/S	Downey Ave.	UPRR To Firestone Blvd.	\$ 150	\$ 1800
P-11.03	W/S & E/S	Downey Ave.	Firestone Blvd. To 2nd St.	\$ 150	\$ 1800
P-11.04	W/S & E/S	Downey Ave.	Firestone Blvd. To 2nd St. (Includes Pedestrian Alley From Downey Ave To Pk-1)	\$ 150	\$ 1800
P-11.05	W/S & E/S	Downey Ave.	2nd St. To 3rd St.	\$ 250	\$ 3000
P-11.06	W/S & E/S	Downey Ave.	2nd St. To 3rd St.	\$ 250	\$ 3000
P-11.07	W/S & E/S	Downey Ave.	3rd St. To 4th St.	\$ 250	\$ 3000
P-11.08	W/S & E/S	Downey Ave.	3rd St. To Church Driveway	\$ 250	\$ 3000
P-11.09	W/S & E/S	Downey Ave.	4th St. To 5th St.	\$ 250	\$ 3000
P-11.10	E/S	Downey Ave.	Church Driveway to La Villa St.	\$ 175	\$ 2100
P-11.12	W/S & E/S	Downey Ave.	La Villa St. To 5th St.	\$ 175	\$ 2100
P-13.01	W/S	Bellflower Blvd.	Congressman Steve Horn Way (CSHW) To Driveway 480' N/O CSHW	\$ 175	\$ 2100
P-13.03	W/S	Bellflower Blvd.	Driveway 480' N/O CSHW To Washburn Rd.	\$ 175	\$ 2100
P-13.05	W/S	Bellflower Blvd.	Washburn Rd. To Driveway (108' S/O Elm Vista Dr.)	\$ 250	\$ 3000
P-13.06	E/S	Bellflower Blvd.	Washburn Rd. To Elm Vista Dr.	\$ 175	\$ 2100
P-13.07	W/S	Bellflower Blvd.	Driveway (108' S/O Elm Vista Dr.) To Stewart & Gray Rd.	\$ 300	\$ 3600
P-13.08	E/S	Bellflower Blvd.	Elm Vista Dr. To Stewart & Gray Rd.	\$ 225	\$ 2700
P-15.01	W/S	Rivergrove Dr.	Foster Bridge Rd. To Glenclyff Dr.	\$ 9	\$ 108
P-15.02	E/S	Rivergrove Dr.	Foster Bridge Rd. To 7802 Glenclyff Dr. (Slope)	\$ 9	\$ 108
P-15.03	E/S	Bluff Rd.	Suva St. To Park Entrance	\$ 25	\$ 300
P-17.01	N/S	Rosecrans Frontage Rd.	Castana Ave. To Deming Ave.	\$ 60	\$ 720
P-18.01	E/S	Woodruff Frontage Rd.	620' S/O Angell St. To Angell St.	\$ 50	\$ 600
P-20.01	N/S	Priscilla St.	Blodgett Ave. To Lakewood Blvd.	\$ 6	\$ 72
P-21.01	E/S	Brookshire Ave.	6th St. To Cherokee Dr.	\$ 23	\$ 276
P-22.01	N/S	Congressman Steve Horn Wy.	Caring Wy to Bellflower Blvd	\$ 470	\$ 5640
P-22.02	S/S	Congressman Steve Horn Wy.	Caring Wy to Kaiser Driveway	\$ 78	\$ 936
P-22.03	S/S	Congressman Steve Horn Wy.	Kaiser Driveway to Kaiser Driveway (3-way Stop)	\$ 78	\$ 936
P-22.04	S/S	Congressman Steve Horn Wy.	Kaiser Driveway (3-way Stop) to Electric Substation (PK-10)	\$ 155	\$ 1860

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 9 of 14

CATEGORY II - PARKWAYS (Cont'd)					
Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-22.05	S/S	Congressman Steve Horn Wy.	Electric Substation (PK-10) to Bellflower Blvd	\$ 185	\$ 2,220
P-22.06	S/S	Congressman Steve Horn Wy.	Bellflower Blvd to Maintenance Yard Entrance	\$ 85	\$ 1020
P-23.01	W/S	Caring Wy.	Imperial Hwy to Congressman Steve Horn Wy	\$ 175	\$ 2,100
P-23.02	E/S	Caring Wy.	Imperial Hwy to Kaiser Driveway	\$ 250	\$ 3000
P-23.03	W/S & E/S	Caring Wy.	Kaiser Dwy to Congressman Steve Horn Wy	\$ 115	\$ 1,380
TOTAL CATEGORY II - PARKWAYS				\$ 1,155 9155	\$ 13,860 109,860

9155 109,860
 3 2

CATEGORY III - SOUNDWALLS					
Site #	Description	Location / Limits	Monthly Price	Annual Price	
I - 5 Santa Ana Freeway					
S-1.01	N/S	Bangle Road	Guatemala Ave. To Tweedy Ln.	\$ 397	\$ 4,764
S-1.02	N/S	Danvers St.	Lowman Ave. To Allengrove St.	\$ 240	\$ 2880
S-1.04	N/S	Vista Del Rio	Dead End 200' W/O Clancey Ave. To Dead End E/O Eglise Ave.	\$ 699	\$ 8388
█	█	█	█	█	█
S-2.01	S/S	Brookpark Rd.	Rives Ave. To 500' E/O Salmoline (Paramount Blvd.)	\$ 405	\$ 4,860
S-2.02	S/S	Brookpark Rd.	Parrot Ave. To Stoakes Ave.	\$ 650	\$ 7,800
S-2.03	S/S	Brookpark Rd.	Lindsey Ave. To Eglise Ave.	\$ 440	\$ 5,280
I-105 Glenn Anderson Freeway					
S-3.01	S/S	Somerset Ranch Rd. North	City Limit To Brookshire Ave.	\$ 30	\$ 360
S-3.02	S/S	Cheyenne St.	Laureldale Ave. To Barlin Ave.	\$ 24	\$ 288
S-3.03	S/S	Cheyenne St.	Barlin Ave. To Blodgett Ave.	\$ 24	\$ 288
S-3.04	S/S	Adoree St.	Lakewood Blvd. To Hanwell Ave.	\$ 16	\$ 192
S-3.05	S/S	Adoree St.	Hanwell Ave. To Columbia Wy.	\$ 36	\$ 432
S-3.06	S/S	Adoree St.	Ardis Ave. To Cul-De-Sac E/O Stanbridge Ave (Bellflower Blvd.)	\$ 72	\$ 864
S-3.07	S/S	Adoree St.	Adenmoor Ave. To Dunrobin Ave.	\$ 12	\$ 144
S-3.08	S/S	Adoree St.	Dunrobin Ave. To Woodruff Ave.	\$ 6	\$ 72
S-4.01	N/S	Somerset Ranch Rd. South	City Limits To Laureldale Ave.	\$ 90	\$ 1,080
S-4.03	N/S	Priscilla St.	Blodgett Ave. To Lakewood Blvd.	\$ 12	\$ 144
S-4.04	N/S	Angell St.	Dead End W/O Hanwell Ave. To Hanwell Ave.	\$ 24	\$ 288
S-4.05	N/S	Angell St.	Hanwell Ave. To Columbia Wy.	\$ 24	\$ 288
S-4.06	N/S	Angell St.	Fidler Ave. To Ardis Ave.	\$ 6	\$ 72

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 10 of 14

CATEGORY III - SOUNDWALLS (Cont'd)					
Site #	Description		Location / Limits	Monthly Price	Annual Price
S-4.07	N/S	Angell St.	Ardis Ave. To Bellflower Blvd.	\$ 12	\$ 144
S-4.08	N/S	Angell St.	Adenmoor Ave. To Dunrobin Ave.	\$ 6	\$ 72
S-4.09	N/S	Angell St.	Dunrobin Ave. To Woodruff Ave.	\$ 6	\$ 72
S-4.10	N/S	Angell St.	Woodruff Ave. To Faust Ave.	\$ 6	\$ 72
Lakewood Blvd					
S-5.01	E/S	Lakewood Frontage Rd.	Priscilla St. To Apartment Driveway 110' N/O Priscilla St. (East & West Faces)	\$ 12	\$ 144
S-5.02	E/S	Lakewood Frontage Rd.	Adoree St. To Dead End 75' N/O Borson St. (East & West Faces)	\$ 24	\$ 288
S-5.03	W/S	Lakewood Blvd.	160' S/O Meadow Rd. To Meadow Rd. (side of 8742 Meadow Rd)	\$ 6	\$ 72
S-5.04	W/S	Lakewood Frontage Rd.	Meadow Rd. To Donovan St. (East & West Faces)	\$ 36	\$ 432
S-5.05	W/S	Lakewood Frontage Rd.	Meadow Rd To Alameda St (East & West Faces)	\$ 47	\$ 564
S-5.08	W/S	Lakewood Frontage Rd.	Buckles St. To Cieta St. (East & West Faces)	\$ 6	\$ 72
█	█	█	█	█	█
█	█	█	█	█	█
Paramount Blvd					
S-6.01	W/S	Paramount Blvd	Consuelo St. to Puritan St.	\$ 4	\$ 48
S-6.02	W/S	Paramount Blvd	Puritan St. to Borson St.	\$ 12	\$ 144
S-6.03	W/S	Paramount Blvd	Borson St. to Lyndora St.	\$ 6	\$ 72
S-6.04	W/S	Paramount Blvd	Lyndora St. to north of Lyndora St.	\$ 6	\$ 72
Imperial Hwy					
S-7.01	S/S	Imperial Hwy.	Dead End W/O Coldbrook Ave To Coldbrook Ave (North & South Faces)	\$ 6	\$ 72
S-7.02	S/S	Imperial Hwy.	Coldbrook Ave To Dunrobin Ave (North & South Faces)	\$ 24	\$ 288
S-7.03	S/S	Imperial Hwy.	Dunrobin Ave To Woodruff Ave (North & South Faces)	\$ 36	\$ 432
Miscellaneous Walls					
S-8.01	N/S	Stewart & Gray Rd.	Vultee Ave. To Corrigan Ave.	\$ 6	\$ 72
S-9.01	N/S	Gardendale St.	Dolan Ave. To Brookshire Ave.	\$ 6	\$ 72
S-10.01	W/S	Neo St.	Cul-De-Sac (W/O Old River School Rd.)	\$ 6	\$ 72
Florence Ave					
S-11.01	S/S	Florence Ave.	Newville St To 140' East (~80LF wall on side of 10202 Newville Ave)	\$ 6	\$ 72
S-11.02	S/S	Florence Ave.	Lesterford Ave To San Gabriel Channel	\$ 6	\$ 72
TOTAL CATEGORY III - SOUNDWALLS				\$ 3,492	\$ 41,904

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 11 of 14

CATEGORY IV - PARKING LOTS / MINI-PARKS					
Site #	Description		Location / Limits	Monthly Price	Annual Price
PK-1	S/S	Parking Lot	2nd St. E/O Downey Ave.	\$ 78	\$ 936
PK-3	SE COR.	Parking Lot	La Reina Ave. & 2nd St.	\$ 235	\$ 2820
PK-4	N/S	Parking Lot	8111 Firestone Blvd. (@ Post Office)	\$ 155	\$ 1860
PK-5	NW COR.	Parking Lot	Parking Structure @ 2nd St. & New St.	\$ 625	\$ 7,500
PK-6	SE COR.	Mini Park	Lakewood Blvd. & Rose Ave.	\$ 195	\$ 2,340
PK-7	SW COR.	Mini Park	Lakewood Blvd. & Imperial Hwy.	\$ 78	\$ 936
PK-8	SW COR.	Mini Park	Downey Ave. & Klondike Ave.	\$ 78	\$ 936
PK-9	NE COR.	Mini Park (City Owned)	Downey Ave. & Dempster Ave.	\$ 78	\$ 936
PK-10	S/S	Electric Substation	S/S Congressman Steve Horn Wy, W/O Bellflower Blvd	\$ 75	\$ 900
TOTAL CATEGORY IV - PARKING LOTS AND MINI-PARKS				\$ 1,597	\$ 19,164

CATEGORY V - WATER WELL SITES & FACILITIES					
Site #	Description		Location / Limits	Monthly Price	Annual Price
W-6	Water Well No.6		9410 Vista Del Rio	\$ 170	\$ 2040
W-7	Water Well No.7		7440 Suva St.	\$ 70	\$ 840
W-8	Water Well No.8		7442 Lubec St.	\$ 42	\$ 504
W-10	Water Well No.10		10100 Haledon Ave.	\$ 70	\$ 840
W-11	Water Well No.11		10219 Bellman Ave.	\$ 85	\$ 1020
W-12	Water Well No.12		10221 Lesterford Ave.	\$ 85	\$ 1020
W-13	Water Well No.13		7346 Irwingrove Dr. (Alley)	\$ 42	\$ 504
W-17	Water Well No.17		7237 Pellet St.	\$ 85	\$ 1020
W-19	Water Well No.19		11523 Dolan Ave. (Dolan Yard)	\$ 42	\$ 504
W-20	Water Well No.20		7219 Adwen St.	\$ 85	\$ 1020
W-23	Water Well No.23		8201 Stewart & Gray Road	\$ 85	\$ 1020
W-24	Water Well No.24		9633 Washburn Road	\$ 115	\$ 1380
W-25	Water Well No.25		12120 Downey Ave.	\$ 32	\$ 384
W-26	Water Well No.26		7459 Rundell St.	\$ 65	\$ 780
W-27	Water Well No.27		7926 Springer St.	\$ 120	\$ 1440
W-28	Water Yard		9252 Stewart & Gray Rd.	\$ 45	\$ 540
W-29	Sewer Easement		Unimproved Alley S/O Cheddar St. E/O Dunrobin Ave.	\$ 120	\$ 1440
W-30	Sewer Easement		Unimproved Alley S/O Cheddar St. E/O Eastbrook Ave.	\$ 120	\$ 1440
TOTAL CATEGORY V - WATER WELL SITES & FACILITIES				\$ 1478	\$ 17,736
GRAND TOTAL CATEGORIES I THRU V:				\$ 23,680	\$ 284,160

CHANGES TO SCOPE OF RECURRING MAINTENANCE SERVICES		
<p>Unit Prices stated below shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work, including the SERVICE PROVIDER's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean-up and all other items incidental to the work. Measurement of areas shall include the gross aggregate square footage of measured from curb face to curb face for medians and frontage road islands, curb face to face of wall/fence for parkways, and includes the vertical surface area of vine cover on walls and fences.</p> <p>SERVICE PROVIDER shall be responsible to dedicate additional labor and equipment resources as necessary to ensure added work areas receive the same level of care as original work areas in accordance with the requirements of the Agreement.</p>		
Description	Monthly Price	Unit
<u>Add or Deduct Landscaped Medians (Type A)</u> - predominantly turf, with hardscape and shrub pockets. (Similar to M-1.01 to M-1.03, M-1.21 to M-1.27, M-2.01 to M-2.17, M-4.01 to M-4.10). Unit cost is for aggregate area in square feet.	\$ 0.17	Square Foot
<u>Add or Deduct Landscaped Medians (Type B)</u> - predominantly shrubs, perennials, ground cover and mulch, some hardscape. (Similar to M-1.04 to M-1.20, M-6.01 to M-6.06)	\$ 0.10	Square Foot
<u>Add or Deduct Landscaped Medians (Type C)</u> - predominately turf swale with shrubs, perennials, ground cover and mulch, some hardscape. (Similar to M-7.02 to M-7.05 and M-13.01 to M-13.02)	\$ 0.10	Square Foot
<u>Add or Deduct Parkways (Type A)</u> - predominantly turf, hardscape and shrub pockets. (Similar to P-4.01, P-9.01 to P-9.05)	\$ 0.17	Square Foot
<u>Add or Deduct Parkways (Type B)</u> - predominantly shrubs, perennials, ground cover and mulch, some hardscape. (Similar to P-2.01, P-3.04 to P-3.06, P-3.08, P-10.03, P-21.01)	\$ 0.17	Square Foot
<u>Add or Deduct Parkways (Type C)</u> - predominantly large shrubs forming screen planting. (Similar to P-2.03 to P-2.05, P-10.04 to P-10.09, P-17.01)	\$ 0.13	Square Foot
<u>Add or Deduct Parking Lots</u> - predominantly shrubs, perennials, ground cover and mulch. (Similar to PK-1 to PK-4)	\$ 0.07	Square Foot
<u>Add or Deduct Mini-Parks</u> - predominantly turf, hardscape and shrub pockets. (Similar to PK-6 to PK-9)	\$ 0.17	Square Foot
<u>Add or Deduct Soundwalls</u> - predominantly vines, shrubs, perennials, ground cover and mulch. Measurement includes surface area of wall, plus area of ground plane. (Similar to S-1.01 to S-1.05, S-5.04, S-5.05, S-11.02)	\$ 0.21	Square Foot
<u>Add or Deduct Turf Areas</u>	\$ 0.19	Square Foot
<u>Add or Deduct Planted Areas</u> (shrubs, perennials, groundcover, cover mulch)	\$ 0.10	Square Foot
<u>Add or Deduct Annual Color Areas</u>	\$ 0.11	Square Foot
<u>Add or Deduct Hardscape Areas</u> (concrete, asphalt, pavers, decomposed granite, etc.)	\$ 0.06	Square Foot

EXTRA WORK			
Unit Prices stated below shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work, including the SERVICE PROVIDER's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean-up and all other items incidental to the work.			
Description	Comments	Unit Price	Units
Furnish, Plant and Stake 24-inch Box Trees (all common species)	Includes soil prep, double tree staking, root barrier, arbor-guard	\$ 425	Each
Plant and Stake City-furnished 24-inch Box Trees	Same as above, except City will furnish all materials	\$ 325	Each
Furnish and Plant 15-gal Shrubs (all common species)	Includes soil prep	\$ 175	Each
Plant City-furnished 15-gal Shrubs	Same as above, except City will furnish all materials	\$ 125	Each
Furnish and Plant 5-gal Shrubs (all common species)	Includes soil prep	\$ 35	Each
Plant City-furnished 5-gal Shrubs	Same as above, except City will furnish all materials	\$ 30	Each
Furnish and Plant 1-gal Shrubs (all common species)	Includes soil prep	\$ 25	Each
Plant City-furnished 1-gal Shrubs	Same as above, except City will furnish all materials	\$ 20	Each
Furnish and Plant Groundcover (plants spaced at 12" o.c., from flats, all common species)	Includes soil prep	\$ 35	Square Foot
Plant City-furnished Groundcover (from flats)	Same as above, except City will furnish all materials	\$ 30	Square Foot
Furnish and Plant Sod Turf (Marathon II Fescue or equiv)	Includes soil prep	\$ 1.25	Square Foot
Plant City-furnished Sod Turf	Same as above, except City will furnish all materials	\$ 1.00	Square Foot
Furnish and Place Cover Mulch		\$ 0.75	Square Foot
Place City-furnished Cover Mulch		\$ 0.50	Square Foot
Landscape Labor	For Force Account Payment (reference Section 6.3.1 of Contract Agreement)	\$ 33.00	Hour
Irrigation Labor	For Force Account Payment (reference Section 6.3.1 of Contract Agreement)	\$ 45.00	Hour
Irrigation Technician	For Force Account Payment (reference Section 6.3.1 of Contract Agreement)	\$ 50.00	Hour

Exhibit "B"
General Maintenance Treatment and Frequencies

**On-Street Landscape Maintenance Services
General Maintenance Treatments & Frequencies.xls**

IMPROVEMENT	MAINTENANCE TREATMENT	FREQUENCY			
		WEEK	MONTH	QUARTER	YEAR
TURF (IRRIGATED)	Mow & edge turf, flag broken irrigation, remove trash and debris.	1X			
	Test and adjust irrigation		1X		
	Fertilize			1X	
	Aerate				2X
TURF (UNIRRIGATED)	Overseed turf.				1X
	Mow & edge un-irrigated turf, remove trash and debris		1X		
SHRUBS, PERENNIALS & GROUND COVER	Remove trash, weeds, volunteer plants, dead plants and debris. Trim shrubs and groundcover, dead head perennials. Test and adjust irrigation.			1X	
	Trim native plants.				1X
	Replenish cover mulch				1X
	Trim vines. Face back tight to wall. Maintain vertical and horizontal limits as shown in Exhibit E. Keep vines off emergency exit doors, drainage structures, pedestrian over xings, trees, sign posts and light poles.				2X
VINES AND WALL COVERINGS (I-5 FWY)	Trim vines. Face back tight to wall. Maintain vertical and horizontal limits as shown in Exhibit E. Keep vines off emergency exit doors, drainage structures, pedestrian over xings, trees, sign posts and light poles.				6X (every 2 months)
	Replace annual flowering plants. Replenish cover mulch.			1X	
FLOWER BEDS	Remove trash, debris, weeds and seasonal leaf drop. Clean hardscape.	1X			
	Remove trash, debris and weeds. Clean hardscape.	1X			
HARDSCAPE (DOWNTOWN)	Remove tree sucker growth, trash, debris and weeds.				6X (every 2 months)
	Empty trash receptacles Downtown Parking Structure and Downey Avenue	1X			

Exhibit "C"
Site Specific Maintenance Treatments and Frequencies

**On-Street Landscape Maintenance Services
Site Specific Maintenance Treatments & Frequencies.xls**

Medians

SITE	SIDE	STREET	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY				
					WEEK	MONTH	QUARTER		
M-1.01 to M-1.03	Center	LAKEWOOD BLVD.	CENTURY BLVD. TO GARDENDALE ST.	Mow & edge turf, flag broken irrigation, remove trash and debris. Test and adjust irrigation Fertilize turf, remove weeds, volunteer plants, dead head perennials, replace annual color. Trim shrubs & groundcover Add cover mulch in planted areas. Overseed turf.	1X	1X	1X		
M-1.04 to M-1.08	Center	LAKEWOOD BLVD.	GARDENDALE ST. TO ALAMEDA ST	Remove weeds, volunteer plants, trash and debris. Dead head perennials. Test and adjust irrigation. Trim shrubs & groundcover Add cover mulch					6X 2X 6X
M-1.09	Center	LAKEWOOD BLVD.	ALAMEDA ST TO DOWNEY LANDING	EMERGENCY VEHICLE XING Mow & edge turf, flag broken irrigation, remove trash and debris. Test and adjust irrigation Fertilize turf, remove weeds, volunteer plants, trash and debris. Dead head perennials. Trim shrubs & groundcover Add cover mulch in planted areas. Overseed turf.	1X	1X			2X 1X
M-1.10 to M-1.20	Center	LAKEWOOD BLVD.	DOWNEY LANDING TO FLORENCE AVE.	Remove weeds, volunteer plants, trash and debris. Dead head perennials. Test and adjust irrigation. Trim shrubs & groundcover Add cover mulch					6X 6X 1X
M-1.21 to M-1.28	Center	LAKEWOOD BLVD.	FLORENCE AVE. TO TELEGRAPH RD.	Mow & edge turf, flag broken irrigation, remove trash and debris. Test and adjust irrigation Fertilize turf, remove weeds, volunteer plants, dead head perennials, replace annual color. Trim shrubs & groundcover Add cover mulch in planted areas. Overseed turf.	1X	1X			6X 2X 1X
M-2.01 to M-2.17	Center	FIRESTONE BLVD.	WEST CITY LIMITS TO EAST CITY LIMITS	Mow & edge turf, flag broken irrigation, remove trash and debris. Test and adjust irrigation Fertilize turf, remove weeds, volunteer plants, dead head perennials, replace annual color. Trim shrubs & groundcover Add cover mulch in planted areas. Overseed turf.					6X 6X 6X 1X
M-3.01 to M-3.03	Center	RIVES AVE.	2ND ST. TO 4TH ST. / FOSTORIA ST.	Remove litter, weeds & volunteer plants. Dead head succulents Add cover mulch					1X 1X
M-4.01 to M-4.05	Center	PARAMOUNT BLVD.	GARDENDALE ST. TO LEEDS ST.	Mow & edge turf, flag broken irrigation, remove trash and debris.					1X 6X

**Street Landscape Maintenance Services
Site Specific Maintenance Treatments & Frequencies.xls**

Medians

SITE	SIDE	STREET	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY		
					WEEK	MONTH	QUARTER
							YEAR
M-4.06 to M-4.10	Center	PARAMOUNT BLVD.	FLORENCE AVE. TO I-5 FWY.	Test and adjust irrigation Fertilize turf, remove weeds, volunteer plants, dead head perennials. Trim shrubs & groundcover Add cover mulch in planted areas. Overseed turf. Mow & edge turf, flag broken irrigation, remove trash and debris. Test and adjust irrigation Fertilize turf, remove weeds, volunteer plants, dead head perennials. Trim shrubs & groundcover Add cover mulch in planted areas. Overseed turf.	1X	1X	6X 1X
M-5.01	E/S	DOWNEY AVE.	TRIANGLE @ DEMPSTER AVE.	Mow & edge turf, flag broken irrigation, remove trash and debris. Test and adjust irrigation Fertilize turf Overseed turf.	1X		1X
M-5.02	Center	DOWNEY AVE.	UPRR TO FIRESTONE BLVD.	Mow & edge turf, flag broken irrigation, remove trash and debris. Test and adjust irrigation Fertilize turf, remove litter, weeds, volunteer plants, dead plants. Dead head perennials, test and adjust irrigation. Trim shrubs & groundcover Add cover mulch in planted areas. Overseed turf.	1X	1X	1X
M-5.03	W/S	DOWNEY AVE.	TRIANGLE @ NEW ST./ 6TH ST.	Remove litter, weeds, volunteer plants, dead plants. Dead head perennials.	1X (Trash & debris only)		6X
M-6.01 to M-6.06	Center	BELFLOWER BLVD.	IMPERIAL HWY. TO STEWART & GRAY RD.	Remove litter, weeds, volunteer plants, dead plants. Dead head perennials. Test and adjust irrigation. Trim shrubs & groundcover Add cover mulch.	1X (Trash & debris & debris only)		6X
M-7.02 to M-7.05	Center	CONG. STEVE HORN WAY	CARING WAY TO PUBLIC WORKS YARD ENTRANCE	Mow & edge turf, flag broken irrigation, remove trash, debris and litter. Fertilize turf, remove weeds, volunteer plants, dead plants. Dead head perennials, test and adjust irrigation. Aerate turf, trim shrubs & groundcover Add cover mulch in planted areas. Overseed turf.	1X	1X	6X 1X

**On-Street Landscape Maintenance Services
Site Specific Maintenance Treatments & Frequencies.xls**

Medians

SITE	SIDE	STREET	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY			
					WEEK	MONTH	QUARTER	YEAR
M-8.01	Center	FLORENCE AVE.	RIO HONDO CHANNEL TO 360-FT EASTERLY	Mow & edge turf, flag broken irrigation, remove trash and debris. Fertilize turf, remove litter, weeds, volunteer plants, dead perennials, test and adjust irrigation. Trim shrubs & groundcover Add cover mulch in planted areas. Overseed turf.	1X			
M-8.02	Center	FLORENCE AVE.	LITTLE LAKE RD / I-5/I-605 OFF RAMP TO STUDEBAKER RD	Remove litter, weeds, volunteer plants, dead plants. Dead head perennials, test and adjust irrigation. Trim shrubs & groundcover Add cover mulch.			1X	2X 1X
M-9.01	Center	STEWART & GRAY RD.	REGENTVIEW AVE. TO FIRESTONE BLVD.	Mow & edge turf, flag broken irrigation, remove trash and debris. Fertilize turf Overseed turf.		1X		2X 1X
M-9.02	S/S	STEWART & GRAY RD.	TRIANGLE S/O FIRESTONE BLVD.	Remove litter, weeds, volunteer plants, dead plants. Dead head perennials, test and adjust irrigation. Trim palm trees. Add cover mulch.			1X	1X
M-10.01	Center	LINDELL AVE.	TRIANGLE S/O TELEGRAPH RD.	Remove litter, weeds, volunteer plants, dead plants. Clean hardscape.			1X	
M-11.01 to M-11.22	Center	IMPERIAL HWY.	WEST CITY LIMIT TO EAST CITY LIMIT	Remove litter, weeds, volunteer plants, dead plants. Dead head perennials, test and adjust irrigation. Trim shrubs & groundcover Add cover mulch.				8X 2X 1X
M-12.01	Center	STUDEBAKER RD.	200-FT S/O BENFIELD AVE. TO BENFIELD AVE.	Remove litter, weeds, volunteer plants, dead plants. Dead head perennials, test and adjust irrigation. Trim shrubs & groundcover Add cover mulch.			1X	2X 1X
M-13.01, M-13.02	Center	CARING WAY	IMPERIAL HWY. TO CONG. STEVE HORN WAY	Mow & edge turf, flag broken irrigation, remove trash and debris. Remove litter, weeds, volunteer plants, dead plants. Dead head perennials, test and adjust irrigation. Fertilize turf Aerate turf, trim shrubs & groundcover Add cover mulch in planted areas. Overseed turf.	1X			6X Trim 1X 2X 1X
M-14.06, M-14.06A	Center	COLUMBIA WAY	AT S/S LAKEWOOD BLVD INTERSECTION	Remove litter, weeds, volunteer plants, dead plants. Dead head perennials. Test and adjust irrigation. Trim shrubs & groundcover Add cover mulch.			1X	2X 1X

**On-Street Landscape Maintenance Services
Site Specific Maintenance Treatments & Frequencies.xls**

Parkways

SITE	SIDE	STREET	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY		
					WEEK	MONTH	QUARTER
							YEAR
P-2.01 TO P-2.11	W/S, E/S	LAKWOOD BLVD	TREEWELLS ONLY - GARDENDALE ST TO ALAMEDA ST	Remove tree sucker growth, trash, debris and weeds.		1X	
P-2.12	E/S	LAKWOOD BLVD.	DOWNNEY STUDIOS INTERSECTION TO SIS DOWNNEY LANDING SHOPPING CENTER PROPERTY	Remove trash, weeds, volunteer plants, dead plants and debris. Trim shrubs and groundcover, dead head perennials and replenish cover mulch. Test and adjust irrigation.		1X	
P-2.13 TO P-2.38	W/S, E/S	LAKWOOD BLVD	TREEWELLS ONLY - ALAMEDA ST TO FLORENCE AVE	Remove tree sucker growth, trash, debris and weeds.		1X	
P-2.42	E/S	LAKWOOD BLVD. (frontage road island)	9900 LAKEWOOD BLVD: DEAD END TO ISLAND OPENING	Mow & edge un-irrigated turf, remove trash and debris.	1X		
P-2.44	E/S	LAKWOOD BLVD. (frontage road island)	9900 LAKEWOOD BLVD: ISLAND OPENING TO LUBEC ST.	Remove trash, weeds, volunteer plants, dead plants and debris. Test and adjust irrigation.		1X	
P-2.41	W/S	LAKWOOD BLVD. / TRISTAN DR. (frontage road island)	LUBEC ST. TO DEAD END (400' NORTHERLY)	Trim clematis. Maintain at 3' max height		1X	2X
P-2.46	E/S	LAKWOOD BLVD. (frontage road island)	LUBEC ST. TO DEAD END (150' N/O SUVA ST.)	Remove trash, weeds, volunteer plants, dead plants and debris. Test and adjust irrigation (Purple hopseed area only).		1X	2X
P-3.01 TO P-3.25	N/S	IMPERIAL HWY.	TREEWELLS ONLY - RYERSON AVE TO E/O COLUMBIA WY (9125 IMPERIAL HWY)	Trim Clematis and Hopseed		1X	2X
P-3.06 TO P-3.08	S/S	IMPERIAL HWY.	TREEWELLS ONLY - SMALLWOOD AVE TO ALLEY W/O BROCK AVE	Remove tree sucker growth, trash, debris and weeds.		1X	
P-3.10 TO P-3.12	S/S	IMPERIAL HWY. (frontage road island)	150' W/O BROCK AVE. TO DOWNNEY AVE.	Remove tree sucker growth, trash, weeds, volunteer plants, dead plants and debris. Test and adjust irrigation.		1X	
P-3.14	S/S	IMPERIAL HWY.	DOWNNEY AVE. TO DOLAN AVE.	Trim shrubs. Replenish cover mulch.	1X		2X
P-3.16 TO P-3.20	S/S	IMPERIAL HWY. (frontage road island)	DOLAN AVE. TO ALLEY E/O VERDURA AVE.	Mow & edge turf, flag broken irrigation, remove trash and debris.		1X	
P-3.22 TO P-3.36	S/S	IMPERIAL HWY.	TREEWELLS ONLY - ALLEY E/O VERDURA AVE TO FIRESTATION NO. 3 FRONTAGE (9556 IMPERIAL HWY)	Fertilize turf. Remove tree sucker growth, trash, weeds, volunteer plants, dead plants and debris. Trim shrubs. Replenish cover mulch.		1X	2X
P-3.25A	N/S	IMPERIAL HWY.	PARKWAY & SETBACK FRONTING 9255 IMPERIAL HWY	Remove tree sucker growth, trash, weeds, volunteer plants, dead plants and debris. Test and adjust irrigation.		1X	
				Trim shrubs. Replenish cover mulch.			2X

**On-Street Landscape Maintenance Services
Site Specific Maintenance Treatments & Frequencies.xls**

Parkways

SITE	SIDE	STREET	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY		
					WEEK	MONTH	QUARTER
P-3.33 TO P-3.37B	N/S	IMPERIAL HWY.	TREEWELLS ONLY - BELLFLOWER BLVD TO WOODRUFF AVE	Remove tree sucker growth, trash, debris and weeds.			1X
P-3.39	N/S	IMPERIAL HWY.	WOODRUFF AVE TO FRONTAGE RD OUTLET	Remove tree sucker growth, trash, weeds, volunteer plants, dead plants and debris. Test and adjust irrigation.			1X
P-4.01	N/S	FOSTER RD.	FIDLER AVE. TO ARDIS AVE.	Trim shrubs. Replenish cover mulch.	1X		2X
P-4.02	N/S	FOSTER RD.	FAUST AVE. TO CARFAX AVE.	Mow & edge turf, flag broken irrigation, remove trash and debris.			
P-5.01 TO P-5.04	N/S, S/S	3RD. ST.	NEW ST TO CIVIC CENTER DR	Fertilize turf, remove trash, weeds, volunteer plants, dead plants and debris. Test and adjust irrigation.			1X
P-6.01	N/S	STEWART & GRAY RD.	LAKEWOOD BLVD. TO VULTEE AVE.	Overseed turf			1X
P-6.02	N/S	STEWART & GRAY RD.	TREEWELLS ONLY - VULTEE AVE TO CORRIGAN AVE	Aerate turf. Trim shrubs. Replenish cover mulch.			2X
P-9.01 TO P-9.09	W/S	PARAMOUNT BLVD.	260' S/O CONSUELO ST. TO 105' N/O LYNDORA ST	Remove trash, weeds, volunteer plants, dead plants and debris.			
P-9.02 TO P-9.16	E/S	PARAMOUNT BLVD	TREEWELLS ONLY - GARDENDALE ST TO IMPERIAL HWY	Remove trash, weeds, volunteer plants, dead plants and debris. Clean hardscape.			2X
P-9.23 TO P-9.25	W/S	PARAMOUNT BLVD.	QUILL DR. TO MELVA ST.	Remove trash, weeds, volunteer plants, dead plants and debris. Replenish cover mulch.			
P-9.30 TO P-9.32	E/S	PARAMOUNT BLVD. (Frontage Road Island)	BROOKGREEN RD TO DEAD END N/O VISTA DEL ROSA AVE	Remove tree sucker growth, remove tree sucker growth, trash, weeds, volunteer plants, dead plants and debris. Test and adjust irrigation system.	1X		1X
				Overseed turf			1X
				Trim shrubs			2X
				Remove tree sucker growth, trash, debris and weeds.			1X
				Remove trash, weeds, volunteer plants, dead plants and debris			1X
				Trim Cleaners			2X
				Remove trash, weeds, volunteer plants, dead plants and debris. Test and adjust irrigation system (N/O Vista Del Rosa only)			1X
				Trim Cleaners and Photinia			2X

**On-Street Landscape Maintenance Services
Site Specific Maintenance Treatments & Frequencies.xls**

Parkways

SITE	SIDE	STREET	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY			
					WEEK	MONTH	QUARTER YEAR	
P-10.01, P-10.02	S/S	FLORENCE AVE. (parkway strip, frontage road island)	170' w/o JULIUS AVE. TO HOPELAND AVE.	Remove trash, weeds, volunteer plants, dead plants and debris. Test and adjust irrigation system.			1X	
P-10.03	N/S	FLORENCE AVE. (frontage road island)	BELDER DR. TO BIRCHDALE AVE.	Trim native plants. Replenish cover mulch. Remove trash, weeds, volunteer plants, dead plants and debris			1X	1X
P-10.04 TO P-10.08	S/S, N/S	FLORENCE AVE. (frontage road island & parkway strips)	EGLISE AVE. TO SAN GABRIEL CHANNEL	Remove trash, weeds, volunteer plants, dead plants and debris. Test and adjust irrigation system.			1X	2X
P-10.10	S/S	FLORENCE AVE.	NEWVILLE AVE. TO LESTERFORD AVE. (excludes 10225 Florence Av)	Trim native plants. Replenish cover mulch. Remove trash, weeds, volunteer plants, dead plants and debris. Test and adjust irrigation system.			1X	1X
P-10.11	S/S	FLORENCE AVE.	LESTERFORD AVE. TO SAN GABRIEL CHANNEL	Trim native plants. Replenish cover mulch. Remove trash, weeds, volunteer plants, dead plants and debris. Test and repair drip irrigation system.			1X	1X
P-11.01, P-11.02	W/S, E/S	DOWNEY AVE.	UPRR TO FIRESTONE BLVD.	Trim Fountain Grass, Mexican Sage, etc. Renovate DG groundcover, repair erosion damage.			1X	1X
P-11.03, P-11.04	W/S, E/S	DOWNEY AVE.	FIRESTONE BLVD. TO 2ND ST. (INCLUDES PEDESTRIAN ALLEY FROM DOWNEY AVE TO PK-1)	Remove trash, weeds, volunteer plants, dead plants and debris. Clean hardscape. Remove tree sucker growth, trim vines, shrubs and groundcover. Dead head perennials. Replenish cover mulch. Test and adjust irrigation.			1X	1X
P-11.05 to P-11.08	W/S, E/S	DOWNEY AVE.	2ND ST TO 4TH ST	Remove trash, weeds, volunteer plants, dead plants and debris. Empty trash receptacles. Clean hardscape. Replace annual color in raised planters at Third St intersection. Remove tree sucker growth, trim shrubs and groundcover. Dead head perennials. Replenish cover mulch. Test and adjust irrigation.			1X	
P-11.09, P-11.10, P-11.12	W/S, E/S	DOWNEY AVE.	4TH ST TO 5TH ST	Remove trash, weeds, volunteer plants, dead plants and debris. Empty trash receptacles. Clean hardscape. Replace dead plants. Remove tree sucker growth, trim shrubs and groundcover. Dead head perennials. Replenish cover mulch. Test and adjust irrigation.			1X	1X

On-Street Landscape Maintenance Services
 Site Specific Maintenance Treatments & Frequencies.xls

Sound Walls

SITE	SIDE	STREET	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY			
					WEEK	MONTH	QUARTER	YEAR
S-1.01	N/S	BAKLE ROAD	GUATAMALA AVE. TO TWEEDY LN	Trim vines. Face back tight to wall. Maintain horiz limits of vines as shown in Exhibit E. Keep vines off emergency exit doors, drainage structures, pedestrian over xings, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.				2X
S-1.02	N/S	DANVERS ST.	LOWMAN AVE. TO ALLENGROVE ST. (includes pathway from curb to wall)	Trim vines. Face back tight to wall. Maintain horiz limits of vines as shown in Exhibit E. Keep vines off emergency exit doors, drainage structures, pedestrian over xings, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.			1X	2X
S-1.04	N/S	VISTA DEL RIO	DEAD END 207 W/O CLANCEY AVE. TO DEAD END E/O EGLISE AVE.	Trim vines. Face back tight to wall. Maintain horiz limits of vines as shown in Exhibit E. Keep vines off emergency exit doors, drainage structures, pedestrian over xings, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.			1X	2X Vines Signage
S-1.05	N/S	COLLISON AVE.	PED RAMP E/O FAIRFORD AVE. TO CECILIA ST.	Trim vines. Face back tight to wall. Maintain horiz limits of vines as shown in Exhibit E. Keep vines off emergency exit doors, drainage structures, pedestrian over xings, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.		1X		2X
S-2.01	S/S	BROOKPARK RD.	RIVES AVE. TO 500 E/O SALMOONE (PARAMOUNT BLVD.)	Trim vines. Face back tight to wall. Maintain horiz limits of vines as shown in Exhibit E. Keep vines off emergency exit doors, drainage structures, pedestrian over xings, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.			1X	2X
S-2.02	S/S	BROOKPARK RD.	PARROT AVE. TO STOWAKS AVE.	Trim vines. Face back tight to wall. Maintain horiz limits of vines as shown in Exhibit E. Keep vines off emergency exit doors, drainage structures, pedestrian over xings, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.			1X	2X

**On-Street Landscape Maintenance Services
Site Specific Maintenance Treatments & Frequencies.xls**

Sound Walls

SITE	SIDE	STREET	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY		
					WEEK	MONTH	QUARTER
S-2.03	SS	BROOKPARK RD.	UNISEY AVE. TO EGLISE AVE.	Trim vines. Face back tight to wall. Maintain horiz limits of vines as shown in Exhibit E. Keep vines off emergency exit doors, drainage structures, pedestrian over xings, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.			2X
E-105 Hwy.							
S-3.01	SS	SOMERSET RANCH RD. NORTH	CITY LIMIT TO BROOKSHIRE AVE. (includes pathway from curb to wall)	Trim vines. Keep vines off emergency exit doors, gates, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Replenish cover mulch.		1X debris, weeds etc.	1X
S-3.02 TO S-3.03	SS	CHEYENNE AVE.	LAURELDALE AVE. TO BLODGETT AVE. (includes pathway from curb to wall)	Trim shrubs and vines. Keep vines off emergency exit doors, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.		1X debris, weeds etc.	1X Trim
S-3.04	SS	ADOREE ST.	LAKWOOD BLVD. TO HANWELL AVE. (includes pathway from curb to wall)	Trim shrubs and vines. Keep vines off emergency exit doors, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.			1X
S-3.05	SS	ADOREE ST.	HANWELL AVE. TO COLUMBIA WAY (includes pathway from curb to wall)	Trim shrubs and vines. Keep vines off emergency exit doors, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.		1X debris, weeds etc.	1X
S-3.06	SS	ADOREE ST.	ARDIS AVE. TO CUL-DE-SAC EO STANBRIDGE AVE (BELLFLOWER BLVD.)(includes pathway from curb to wall)	Trim shrubs and vines. Keep vines off emergency exit doors, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.		1X debris, weeds etc.	1X
S-3.07	SS	ADOREE ST.	ADEMCOOR AVE. TO DUNROBIN AVE. (includes pathway from curb to wall)	Trim shrubs and vines. Keep vines off emergency exit doors, gates, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Replenish cover mulch		1X debris, weeds etc.	1X
S-3.08	SS	ADOREE ST.	DUNROBIN AVE. TO WOODRUFF AVE. (includes pathway from curb to wall)	Trim shrubs and vines. Keep vines off emergency exit doors, gates, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Replenish cover mulch.		1X debris, weeds etc.	1X
S-4.01	N/S	SOMERSET RANCH RD. SOUTH	CITY LIMITS TO LAURELDALE AVE. (includes pathway from curb to wall)	Trim shrubs and vines. Keep vines off emergency exit doors, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.		1X debris, weeds etc.	1X

Street Landscape Maintenance Services
 Site Specific Maintenance Treatments & Frequencies.xls

Sound Walls

SITE	SIDE	STREET	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY				
					WEEK	MONTH	QUARTER YEAR		
S-4.03	NS	PRISCILLA ST.	BLOOGETT AVE. TO LAKEWOOD BLVD. (excludes pathway from curb to wall)	Trim vines. Keep vines off emergency exit doors, gates, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Replenish cover mulch.	1X debris, weeds etc.		1X		
S-4.04 TO S-4.05	NS	ANGELL ST.	DEAD END W/O HANWELL AVE. TO COLUMBIA WAY (includes pathway from curb to wall)	Trim vines. Keep vines off emergency exit doors, gates, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Replenish cover mulch.	1X debris, weeds etc.		1X		
S-4.06	NS	ANGELL ST.	FIDLER AVE. TO ARDS AVE. (includes pathway from curb to wall)	Trim vines. Keep vines off emergency exit doors, gates, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Replenish cover mulch.	1X debris, weeds etc.		1X		
S-4.07	NS	ANGELL ST.	ARDS AVE. TO BELLFLOWER BLVD. (includes pathway from curb to wall)	Trim shrubs and vines. Keep vines off emergency exit doors, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.	1X debris, weeds etc.		1X		
S-4.08 TO S-4.09	NS	ANGELL ST.	ADEMOOR AVE. TO WOODRUFF AVE. (includes pathway from curb to wall)	Trim vines. Keep vines off emergency exit doors, gates, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Replenish cover mulch.	1X debris, weeds etc.		1X		
S-4.10	NS	ANGELL ST.	WOODRUFF AVE. TO FAUST AVE. (includes pathway from curb to wall)	Trim vines. Face back light to wall. Maintain horiz limits of vines as shown in Exhibit E. Keep vines off intersecting fences, emergency exit doors, drainage structures, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris.	1X debris, weeds etc.		1X		
Lakewood Blvd									
S-5.01	ES	LAKEWOOD BLVD	PRISCILLA ST TO APARTMENT DRIVEWAY (EAST AND WEST FACES) (includes pathway from curb to wall)	Trim vines. Keep vines off drainage structures, sidewalk, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Dead head plants. Replenish cover mulch.	1X debris, weeds etc.			6X	
S-5.02	ES	LAKEWOOD BLVD	ADOREE ST TO DEAD-END W/O BORSON ST (includes pathway from curb to wall)	Trim vines. Keep vines off intersecting walls, drainage structures, sidewalk, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Dead head plants. Replenish cover mulch.	1X debris, weeds etc.			6X	

On-Street Landscape Maintenance Services
 Site Specific Maintenance Treatments & Frequencies.xls

Sound Walls

SITE	SIDE	STREET	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY			
					WEEK	MONTH	QUARTER	YEAR
S-5.03	W/S	LAKEWOOD BLVD	SIDE OF 8742 MEADOW RD (includes pathway from curb to wall)	Trim vines. Face back light to wall. Keep vines off drainage structures, trees, shrubs, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Dead head plants. Replenish cover mulch.	1X debris, weeds etc.			5X
S-5.04, S-5.05	W/S	LAKEWOOD BLVD	MEADOW RD TO ALAMEDA ST (includes pathway SO wall and from curb to wall)	Trim vines. Face back light to wall. Keep vines off intersecting walls, drainage structures, sidewalk, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Dead head plants. Replenish cover mulch.			1X	
S-5.06	W/S	LAKEWOOD BLVD	BUCKLES ST TO CLETA ST (includes pathway from curb to wall)	Trim vines. Face back light to wall. Keep vines off intersecting walls, drainage structures, sidewalk, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Dead head plants. Replenish cover mulch.			1X	
S-5.07, S-5.08	ES	LAKEWOOD BLVD	MULLER ST TO FLORENCE AVE (vine pockets)	Trim vines. Face back light to wall. Maintain below top of wall. Keep vines off intersecting walls, drainage structures, sidewalk, trees, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Dead head plants. Replenish cover mulch. Test and repair irrigation system.			1X	
Paramount Blvd								
S-6.01 TO S-6.04	W/S	PARAMOUNT BLVD	CONSUELO ST TO W/O LYNDORA ST (excludes pathway from curb to wall)	Trim vines. Face back light to wall/fence. Maintain below top of wall. Keep vines off intersecting walls/fences, drainage structures, sidewalk, trees, shrubs, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Trim shrubs, dead head plants. Replenish cover mulch. Test and repair irrigation system.			1X	
Imperial Hwy								
S-7.01 TO S-7.03	S/S	IMPERIAL HWY	DEAD END W/O COLDBROOK AVE TO WOODRUFF AVE (includes pathway from curb to wall)	Trim vines. Face back light to wall. Keep vines off drainage structures, sidewalk, trees, shrubs, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Trim shrubs, dead head plants. Replenish cover mulch. Test and repair irrigation system.			1X	
Matchless Sound Walls								

**On-Street Landscape Maintenance Services
Site Specific Maintenance Treatments & Frequencies.xls**

Sound Walls

SITE	SIDE	STREET	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY		
					WEEK	MONTH	QUARTER
S-9.01	N/S	STEWART & GRAY RD	WULTEE AVE TO CORRIGAN AVE (includes pathway from curb to wall)	Trim vines. Face back light to wall. Maintain below top of wall. Keep vines off intersecting walls, drainage structures, sidewalk, trees, shrubs, sign posts and light poles. Remove trash, weeds, tree suckers, volunteer plants, dead plants and debris. Trim shrubs, dead head plants. Replenish cover mulch. Test and repair irrigation system.			1X
S-9.01	N/S	GARDENDALE ST	DOLAN AVE TO BROCKSHIRE AVE (includes pathway from curb to wall)	Trim vines. Face back light to wall. Maintain below top of wall. Keep vines off intersecting walls/fences, drainage structures, sidewalk, trees, shrubs, sign posts and light poles. Remove trash, weeds, tree suckers, volunteer plants, dead plants and debris. Trim shrubs, dead head plants. Replenish cover mulch. Test and repair irrigation system.			1X
S-10.01	N/S	NEO ST	CUL-DE-SAC (NWO Old River School Rd.) (includes pathway from curb to wall)	Trim vines. Face back light to wall. Maintain below top of wall. Keep vines off intersecting walls/fences, drainage structures, sidewalk, trees, shrubs, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Trim shrubs, edge groundcover, dead head plants. Replenish cover mulch. Test and repair irrigation system.			1X
Florence Ave.							
S-11.01	S/S	FLORENCE AVE	NEWVILLE ST TO 140' EAST (~60LF wall on side of 10202 Newville Ave) (vine pocket)	Trim & train grape vines. Add wire cables until wall is covered. Face back light to wall. Maintain below top of wall. Keep vines off intersecting walls/fences, drainage structures, sidewalk, trees, shrubs, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Replenish cover mulch. Test and repair irrigation system.			1X
S-11.02	S/S	FLORENCE AVE	LESTERFORD AVE TO SAN GABRIEL CHANNEL (excludes pathway from curb to wall)	Trim vines. Face back light to wall. Maintain below top of wall. Keep vines off intersecting walls/fences, drainage structures, sidewalk, trees, shrubs, sign posts and light poles. Remove trash, weeds, volunteer plants, dead plants and debris. Trim shrubs, edge groundcover, dead head plants. Replenish cover mulch. Test and repair irrigation system.			1X

**On-Street Landscape Maintenance Services
Site Specific Maintenance Treatments & Frequencies.xls**

Parking Lots & Mini Parks

SITE	SIDE	DESCRIPTION	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY			
					WEEK	MONTH	QUARTER	YEAR
PK-1	S/S	PARKING LOT	2ND ST. E/O DOWNEY AVE.	Remove trash, litter and debris. Remove weeds, volunteer plants, dead plants and debris, trim palm trees and shrubs. Replenish cover mulch. Test and repair irrigation system.	1X		1X	
PK-2	S/S	PARKING LOT	3RD ST. W/O LA REINA AVE.	Remove trash, litter and debris. Remove weeds, volunteer plants, dead plants and debris, trim palm trees and shrubs. Replenish cover mulch. Test and repair irrigation system.	1X	1X		
PK-3	SE COR.	PARKING LOT	LA REINA AVE. & 2ND ST.	Remove trash, litter and debris. Remove weeds, volunteer plants, dead plants and debris, trim palm trees and shrubs. Replenish cover mulch. Test and repair irrigation system.	1X	1X		
PK-4	N/S	PARKING LOT	8111 FIRESTONE BLVD. (@ POST OFFICE)	Remove trash, litter and debris. Remove weeds, volunteer plants, dead plants and debris, trim palm trees and shrubs. Replenish cover mulch. Test and repair irrigation system.	1X	1X		
PK-5	NW COR.	PARKING LOT	PARKING STRUCTURE @ 2ND ST. & NEW ST.	Empty trash receptacles located inside parking structure near stairwell landing on all 4 levels (total 8). Remove trash, litter and debris from site surrounding parking structure exterior. Remove weeds, volunteer plants, dead plants and debris, trim palm trees, shrubs and vines. Maintain vines below low exterior wall cap. Replenish cover mulch. Test and repair irrigation system.	1X		1X	
PK-6	SE COR.	MINI PARK	LAKWOOD BLVD. & ROSE AVE.	Mow & edge turf, remove litter, trash, debris and weed. Fertilize turf, remove weeds, volunteer plants, dead plants and debris, trim palm trees, shrubs and vines. Maintain vines below low exterior wall cap. Replenish cover mulch. Test and repair irrigation system. Trim shrubs, remove weeds, volunteer plants, dead plants and debris. Trim vines. Overseed turf. Aerate turf. Replenish cover mulch. Renovate DG groundcover.	1X		1X	1X 2X

**On-Street Landscape Maintenance Services
Site Specific Maintenance Treatments & Frequencies.xls**

Parking Lots & Mini Parks

SITE	SIDE	DESCRIPTION	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY			
					WEEK	MONTH	QUARTER	YEAR
PK-7	SW COR	MINI PARK	LAKEWOOD BLVD. & IMPERIAL HWY.	Mow & edge turf, flag broken irrigation, remove litter. Test and repair irrigation system. Fertilize turf, trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Overseed turf. Aerate turf. Replenish cover mulch. Renovate DG paths.	1X	1X	1X	
PK-8	SW COR	MINI PARK	DOWNEY AVE. & KLONDIKE AVE.	Mow & edge turf, flag broken irrigation, remove litter. Test and repair irrigation system. Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Overseed turf. Replenish cover mulch.	1X	1X Weeds	1X	
PK-9	NE COR	MINI PARK	DOWNEY AVE. & DEMPSTER AVE.	Mow & edge turf, flag broken irrigation, remove litter. Test and repair irrigation system. Fertilize turf, trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Overseed turf. Replenish cover mulch.	1X		1X	
PK-10	SS	ELECTRIC SUBSTATION	SS CONGRESSMAN STEVE HORNBY W/O BELLEFLOWER BLVD	Trim shrubs and ground cover, dead head perennials. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system. Replenish cover mulch.			1X	1X

**On-Street Landscape Maintenance Services
Site Specific Maintenance Treatments & Frequencies.xls**

Wellsites and Easements

SITE	DESCRIPTION	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY		
				WEEK	MONTH	QUARTER YEAR
W-6	WATER WELL NO.6	9410 VISTA DEL RIO (Entire limits within fencing)	Mow & edge turf, flag broken irrigation, remove litter. Fertilize turf. Trim vegetation on fences adjoining residential neighbors. Remove weeds, volunteer plants, dead plants and debris. Remove vine growth from soundwall. Test and repair irrigation system.	1X		
W-7	WATER WELL NO.7	7440 SUVA ST. (Entire limits inside and outside fencing)	Mow & edge turf, flag broken irrigation, remove litter. Fertilize turf. Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system.	1X		1X
W-8	WATER WELL NO.8	7442 LUBEC ST. (803 Nolan Ave) (Outside fenced enclosure only)	Aerate & overseed turf (outside wall only). Mow & edge turf, flag broken irrigation, remove litter. Fertilize turf. Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system.	1X		1X
W-10	WATER WELL NO.10	10100 HALEDON AVE. (Entire limits inside and outside fencing)	Aerate & overseed turf. Replenish cover mulch. Mow & edge turf, flag broken irrigation, remove litter. Fertilize turf. Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system.	1X		1X
W-11	WATER WELL NO.11	10219 BELLMAN AVE. (Entire limits inside and outside fencing)	Aerate & overseed turf (outside fence only). Mow & edge turf, flag broken irrigation, remove litter. Fertilize turf. Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system.	1X		1X
W-12	WATER WELL NO.12	10221 LESTERFORD AVE. (Entire limits inside and outside fencing)	Aerate & overseed turf (outside fence only). Mow & edge turf, flag broken irrigation, remove litter. Fertilize turf. Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system.	1X		1X
W-13	WATER WELL NO.13	7346 IRWINGROVE DR. (on alley) (Entire limits inside and outside fencing)	Aerate & overseed turf (outside fence only). Mow & edge turf, flag broken irrigation, remove litter. Fertilize turf. Trim vegetation on fences adjoining residential neighbors. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system. Aerate & overseed turf (outside fence only).	1X		1X

**On-Street Landscape Maintenance Services
Site Specific Maintenance Treatments & Frequencies.xls**

Wellsites and Easements

SITE	DESCRIPTION	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY		
				WEEK	MONTH	QUARTER
W-17	WATER WELL NO.17	7237 PELLET ST. (Entire limits inside fencing and grass driveway leading to gate)	Mow & edge turf, flag broken irrigation, remove litter. Fertilize turf. Trim vegetation on fences adjoining residential neighbors. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system.	1X		1X
W-19	WATER WELL NO.19	11523 DOLAN AVE. (Front setback outside gate only)	Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system.			1X
W-20	WATER WELL NO.20	7219 ADWEN ST. (Entire limits inside and outside fencing)	Aerate bioswale to promote percolation Mow & edge turf, flag broken irrigation, remove litter. Fertilize turf. Trim shrubs and vegetation on fences. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system.	1X		2X
W-23	WATER WELL NO.23	8201 STEWART & GRAY ROAD (Outside fenced enclosure only)	Aerate & overseed turf (outside fence only). Mow & edge turf, flag broken irrigation, remove litter. Fertilize turf. Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system.	1X		1X
W-24	WATER WELL NO.24	9633 WASHBURN ROAD (Entire limits inside and outside fencing)	Aerate & overseed turf. Replenish cover mulch. Mow & edge turf, flag broken irrigation, remove litter. Fertilize turf. Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system.	1X		1X
W-25	WATER WELL NO.25	12120 DOWNNEY AVE. (Outside fenced enclosure only)	Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Mow & edge turf, flag broken irrigation, remove litter.			1X
W-26	WATER WELL NO.26	7459 RUNDELL ST. (Outside fenced enclosure only)	Fertilize turf. Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system. Aerate & overseed turf (outside fence only). Replenish cover mulch.			1X
			Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Mow & edge turf, flag broken irrigation, remove litter. Fertilize turf. Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system. Aerate & overseed turf. Replenish cover mulch.	1X		1X

**On-Street Landscape Maintenance Services
- Site Specific Maintenance Treatments & Frequencies.xls**

Wellsites and Easements

SITE	DESCRIPTION	Location / Limits	MAINTENANCE TREATMENT	FREQUENCY			
				WEEK	MONTH	QUARTER	YEAR
W-27	WATER WELL NO.27	7926 SPRINGER ST. (Entire limits inside and outside fencing)	Mow & edge turf, flag broken irrigation, remove litter.	1X			
W-28	WATER YARD	9252 STEWART & GRAY RD. (Front setback planters outside fenced enclosure only)	Fertilize turf. Trim shrubs and ground cover. Remove weeds, volunteer plants, dead plants and debris. Test and repair irrigation system. Aerate & overseed turf (outside fence only). Replenish cover mulch.		1X		
W-29	SEWER EASEMENT	UNIMPROVED ALLEY S/O CHEDDAR ST. E/O DUNROBIN AVE.	Remove litter, trash and debris.	1X			
W-30	SEWER EASEMENT	UNIMPROVED ALLEY S/O CHEDDAR ST. E/O EASTBROOK AVE.	Remove weeds, volunteer plants, dead plants and debris. Grade decompose granite.		1X		
			Aerate & overseed turf. Replenish cover mulch.				1X
			Mow & edge un-irrigated turf, remove trash and debris			1X	
			Mow & edge un-irrigated turf, remove trash and debris			1X	

Exhibit "D"
Performance Bond

Bond No. _____

PERFORMANCE BOND
ON-STREET LANDSCAPE MAINTENANCE SERVICES

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Downey, California ("City"), has awarded On-Street Landacpe Maintenance Services ("Contract") to Landscape West Management Services, Inc. ("Principal"), for the on-street landscape maintenance.

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Three hundred sixty-two thousand and one hundred sixty Dollars (\$362,160.00), this amount being not less than the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, or his/her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees as part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be treated as cost and included in any resolution.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the Specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the Specifications thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: _____

"Principal"

"Surety"

By: _____

Its

By: _____

Its

By: _____

Its

By: _____

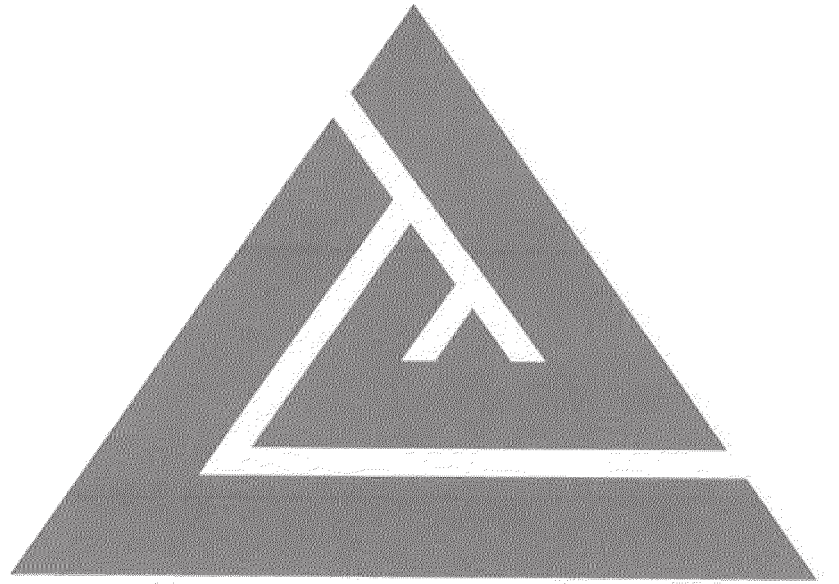
Its

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Original



LANDSCAPE WEST
Management Services, Inc.

Request for Proposals (RFP)

On-Street Landscape Maintenance Services

Prepared for: City of Downey

Public Works Department

Maintenance Services Division

Address: 12324 Bellflower Boulevard

Downey, Ca 90242

Due Date: November 14th, 2019 by 4:00pm

Prepared by: Landscape West Management Services, Inc.

November 14th, 2019

November 14, 2019

City of Downey
Public Works Department
Maintenance Services Division
12324 Bellflower Boulevard
Downey, Ca 90242

RE: Proposal For On-Street Landscape Maintenance Services

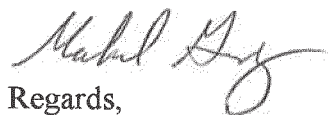
Landscape West Management Services, Inc. would like to thank-you for this opportunity to submit a bid proposal for your City and we look forward to the forthcoming bidding process.

We have been successful in serving landscape maintenance for many public entities. This allows us to be a responsible company that can provide the best level of landscape needs the City of Downey.

We have reviewed the Request for Proposal and we have drove through the City to inspect the areas. We feel confidents that our company has the ability and experience to maintain all sites. All work that is to be performed will be done in accordance with the specifications listed in the Request For Proposal. This pricing included in this bid reflects labor, equipment, and material to perform all work. Landscape West Management Services, Inc. looks forward in serving your landscaping needs.

If you have any comments or questions during this selection process please contact:

Michael Garibay office: (714) 860-4702 cell: (949) 280-9916 fax: (714) 860-4705
Email: michael@lwmsinc.com



Regards,

Michael Garibay, President

TABLE OF CONTENTS

Cover Page.....Page 1
Transmittal Letter.....Page 2
Executive Summary.....Page 4
Minimum Qualifications Requirements.....Page 5
Services Provider’s Organization and Qualifications.....Page 12
Exceptions and Alternatives.....Page 22
Indemnification and Insurance.....Page 23
Representations and Certifications.....Page 25
Authorized Signatory for Fee Schedule- Bid Form...../.....Page 26-31
Noncollusion Affidavit
Addendum

EXECUTIVE SUMMARY

Landscape West Management Services, Inc has the experience and expertise to provide the landscape needs for the City of Downey. We drove through the city to see what maintenance requirements is needed for the city.

During the Pre Bid meeting, we were told that they city can supply mulch and new plants. Landscape West will make sure we spread mulch in bare areas throughout the city. Landscape West would like to use growth regulator chemicals on sound walls, which would reduce the amount of trimming needed per year.

We have the experience with turf and can ensure that the small amount of turf in the city will be mowed and weed free. Using season fertilizer will help with broadleaf and keep the turf green. If hired, we know we can meet all the requirements in the Scope of Work. We enjoy working as a team with city representative at all our areas we services.

We have attached reference of areas where we currently maintain. Also included is the staffing levels that we would be able to provide for the city. We understand that additional help is needed, especially for the sound wall trimming. That is why we included as needed crew.

If you have any questions, please feel free to contact us.

Thank you

Michael Garibay

MINIMUM QUALIFICATIONS REQUIREMENTS

SERVICE PROVIDER QUALIFICATIONS STATEMENT

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor? +10
- 1.2 How many years has your organization been in business under its present name? +6
- 1.2.1 Under what other names has your organization operated? dba Palo Verde Landscape Management Co.
- 1.3 If your organization is a corporation, answer the following:
- 1.3.1 Date of incorporation: 2013
- 1.3.2 State of incorporation: CA
- 1.3.3 Corporate ID number: 36-4750952
- 1.3.4 President's name: Michael Garibay
- 1.3.5 Agent for Service of Process: _____
- 1.4 If your organization is a partnership, answer the following:
- 1.4.1 Date of organization: N/A
- 1.4.2 Type of partnership (if applicable): N/A
- 1.4.3 Name(s) of general partner(s): N/A
- 1.5 If your organization is individually owned, answer the following:
- 1.5.1 Date of organization: N/A
- 1.5.2 Name of owner: N/A
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:
N/A

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. C-27 #985245, QAL #133771

List jurisdictions in which your organization's partnership or trade name is filed. California

3. EXPERIENCE

NOTE: Answers will be considered in determining bidder responsibility.

3.1 List the categories of work that your organization normally performs with its own forces.

Landscape Maintenance, Hardscape Maintenance, Irrigation Maintenance, Mowing, Edging, Chemical Edging, Maintenance of ROW

3.2 On a separate sheet, list major service contracts your organization has in progress, giving the name of the agency/owner and Contract amount. * See page titled B. under Minimum Qualification Requirements

3.2.1 State total worth of work in progress and under Contract: 2.5 Million Annually

3.3 On a separate sheet, list all service contracts your organization has completed in the past five (5) years, giving the name of agency/owner, owner's phone number, project manager, Contract amount, date of completion, and percentage of the cost of the work performed with your own forces. (None, 'N/A' or its equivalent is not an acceptable response and may be a basis for disqualifying your bid as non-responsive.)

* See page titled B. under Minimum Qualification Requirements

3.3.1 State average annual amount of current service work performed during the past five (5) years: 2.5 Million Annually

3.4

Has your organization, acting as a Service Provider for a public agency, completed at least one On-Street Landscape project within the last five (5) years? Please list information for such project(s) below:

Name of Project:	<u>Right of Way and Median Landscape Maintenance Services</u>
Agency/Owner:	<u>The City of Santa Ana</u>
Project Manager:	<u>Danell Mercado</u>
Phone Number:	<u>(714) 647-3308</u>
Contract Amount:	<u>\$615,000 annually</u>
Scope of Work:	<u>Landscape Maintenance, Hardscape Maintenance, Irrigation Maintenance, Mowing, Edging, Chemical Edging, Maintenance of ROW, Service Days: Monday- Friday</u>
Name of Project:	<u>Medians, Slopes and Facilities Landscape Maintenance</u>
Agency/Owner:	<u>The City of Laguna Niguel</u>
Project Manager:	<u>Jerry Sollom</u>
Phone Number:	<u>(949) 362-4300</u>
Contract Amount:	<u>\$615,000 annually</u>
Scope of Work:	<u>Landscape Maintenance, Hardscape Maintenance, Irrigation Maintenance, Mowing, Edging, Chemical Edging, Maintenance of ROW, Service Days: Monday- Friday</u>

3.5 On a separate sheet, list the landscape maintenance experience and present commitments of the key individuals proposed to be used on this project and the number of proposed field maintenance staff to be assigned to this contract (do not include irrigator).

Please see attachment labeled 3.5

3.6 Within the last five (5) years, has any officer or principal of your organization ever been an officer of another organization when it failed to complete a construction Contract? (If the answer is yes, please attach details.) N/A

4. CLAIMS AND SUITS

NOTE: Answers will be considered in determining bidder responsibility.

If the answer to any of the questions below is yes, please attach details.

- 4.1 Has your organization ever failed to complete any work awarded to it? No
- 4.2 Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers within the last five (5) years?
No
- 4.3 Has your organization filed any law suits or requested arbitration with regard to construction within the last five (5) years?
No

5. DEBARMENT AND SUSPENSION

NOTE: Answers will be considered in determining bidder responsibility.

- 5.1 Is your organization or any officer or principal of your organization currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any City or County in the State of California?
No
- 5.2 Has your organization or any officer or principal of your organization ever been suspended, debarred, voluntarily excluded, or determined ineligible or ever been a principal or officer of another organization that has been suspended, debarred, voluntarily excluded, or determined ineligible from a City or County in the State of California?
No
- 5.3 Does your organization or any officer or principal of your organization have a suspension, debarment, voluntary exclusion, or determination of ineligibility by any City or County in the State of California pending?
No
- 5.4 Has your organization or any officer or principal of your organization ever been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct?
No
- 5.5 If you answered Yes to any of the above questions, please list and describe each occurrence for which the answer Yes applies along with the individual or organization to whom it applies, the dates of action, and initiating agency.
N/A

6. SURETY

NOTE: Answers will be considered in determining bidder responsibility.

- 6.1 If a performance and/or payment bond is required by this bid, identify the bonding company if arrangements for the bond have been made; if not, identify the bonding company for the Contractor's most recent project:
Advantage Bonding Insurance Services, Inc.
- 6.2 Name and address of agent: Advantage Bonding Insurance Services, Inc.
6876 Indiana Ave., Suite 11
Riverside, CA 92506

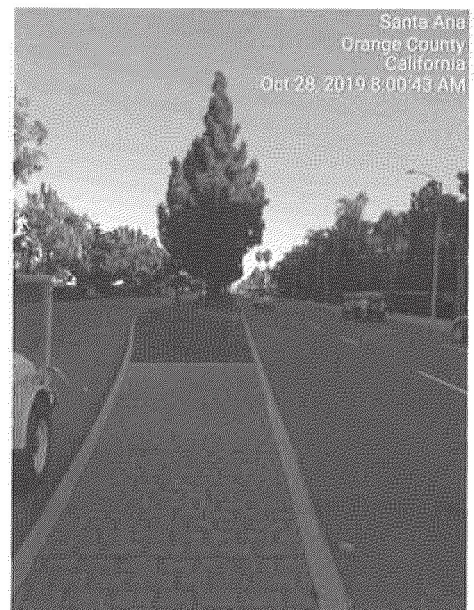
3.5

Number of Employees	Percentage of Time	Job Title	Task Responsibilities
<i>Irrigation</i>			
1	100%	Irrigator	Irrigation technician will be responsible for testing, reporting, and repairing the irrigation system. They will be responsible for repairing any laterals and heads that are broken. They need to ensure during the seasons that water level are adjusted base on the needs of the plant material
<i>Maintenance Crew</i>			
1	100%	Foreman	The foreman is responsible for making sure all the areas are being maintained. The foreman is responsible in communicating with the Supervisor to ensure problems are reported to the city. They are responsible for supervising their team to ensure high quality service.
2	100%	Labors	Labors task are to mow, edge and blow, trim and clean up debris. This labors will be with the foreman making sure all areas are maintained during the contract terms.
<i>Seasonal Task</i>			
As Needed	As Needed	Seasonal Crew	Multiple times per year a season crew will be responsible for doing the trimming on the SoundWalls. In addition, to summer season, when shrubs need trimming more times.
As Needed	As Needed	Chemical Applicator	Pre and Post Emergent chemical will applied when needed. For areas that have high repeating weeds, a pre emergent will be applied to prevent any future weeds from emerging.
<i>Account Supervisor</i>			
1	10%	Supervisor	Account supervisor will be in contact with City Representatives to ensure all locations are maintained.
<i>Subcontractor</i>			
N/A	N/A	N/A	No subcontractor or consultants are needed
New staff is to be hired if awarded. All staff that is hired will have past experience in their job title.			
<i>168 hours minimum of manpower will be provided per week</i>			

B.

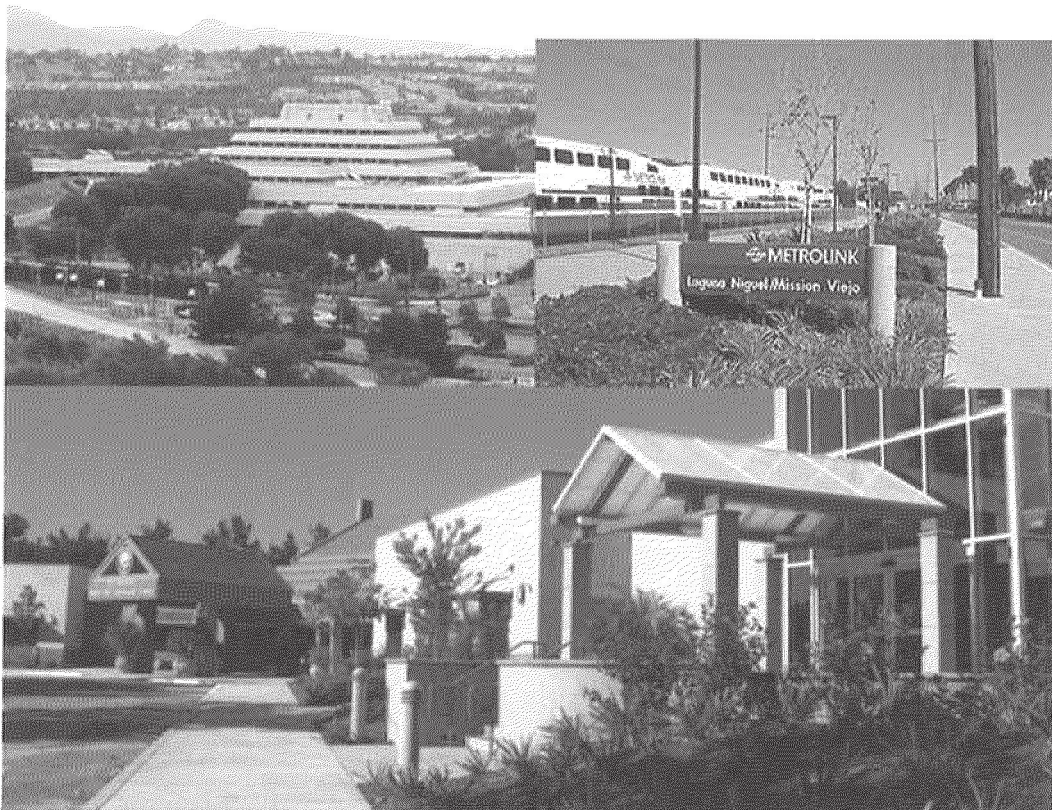
City of Santa Ana

1. The City of Santa Ana
215 South Center Street
Santa Ana, CA 92703
2. Annual Cost of Services: \$615,000 annually
3. 40 Acres
4. Summary of Services Provided: Landscape Maintenance, Hardscape Maintenance, Irrigation Maintenance, Mowing, Edging, Chemical Edging, Maintenance of ROW, Service Days: Monday- Friday
5. Duration of Providing Services: July 2019- Present
6. Currently Statues of Contract is up to Contract Expectations
7. Danell Mercado, Assistant Public Works Maintenance Manager
DMercado@santa-ana.org, (714) 647-3308



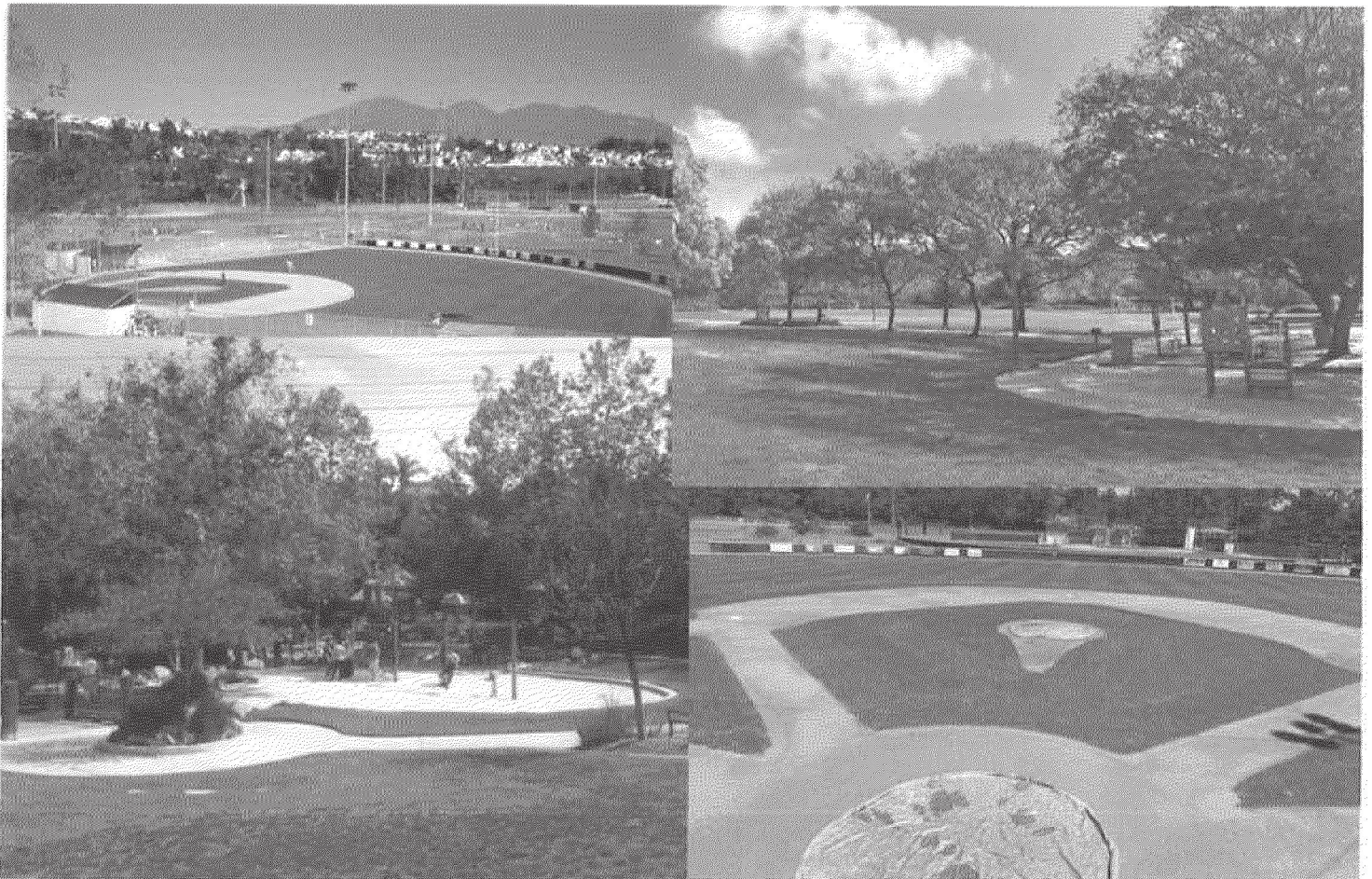
City of Laguna Niguel

1. The City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
2. Annual Cost of Services: \$615,000 annually
3. 24 Acres Hardscape
54 Acres SoftScape
4. Summary of Services Provided: Landscape Maintenance, Hardscape Maintenance, Irrigation Maintenance, Mowing, Edging, Chemical Edging, Maintenance of ROW, Service Days: Monday- Friday
5. Duration of Providing Services: July 2018- Present
6. Currently Status of Contract is up to Contract Expectations
7. Jerry Sollom, Parks and Landscape Maintenance Superintendent
JSollom@cityoflagunaniguel.org, (949) 362-4300



City of Mission Viejo

1. The City of Mission Viejo
200 Civic Center
Mission Viejo, Ca 92691
2. Annual Cost of Services: \$793,000 annually
3. Area # 9 68.46 Acres
Area #10 130.30 Acres
4. Landscape Maintenance, Hardscape Maintenance, Facility Maintenance (including daily trash removal and doggie bag removal), Irrigation Maintenance, Mowing, Edging, Chemical Edging, Turf Aeration, Maintenance of Trails, Service Days: Monday- Sunday
5. Duration of Providing Services: July 2015- Present
6. Currently Statues of Contract is up to Contract Expectations
7. Jerry Hill, Operations Manager Department of Public Services
jhill@cityofmissionviejo.org, (949) 470-3085



SERVICE PROVIDER'S ORGANIZATION AND QUALIFICATIONS

A. Firm

Corporate Officers

Michael Garibay/ *President*

Barry Konier/ *Vice President, Secretary*

Licenses & Identification Numbers:

Federal Tax ID: 36-4750952

Contractor's License: 985245

DIR: 1000011024

Organization

Landscape West Management Services, Inc. specializes in providing landscaping services to County Parks, City Parks, Civic Centers & Municipal Agencies, Community Associations, HOA's, Planned Urban Developments, and Industrial Parks. Landscape West and its employees take pride in providing a very high quality of maintenance and service. One way we maintain this high level of quality maintenance is communication with our clients on a regular basis. We insure our clients needs are met and satisfied by fulfilling our customer needs of improving the property versus simply maintaining it. Landscape West has been providing landscape maintenance services for over six consecutive years. Landscape West has 65+ employees.

Geographic Coverage

Landscape West currently services Orange County, San Bernardino County, Los Angeles County, and Riverside County.

Staff for This Project

Please refer to the Staffing plan that we have provided for this RFP. Landscape West will provide labor that has the training and experience to perform successfully on this contract. The on-site Supervisor shall possess experience to perform well and oversee labors performing duties on this contract.

Communication Methods

Oral Communications: Supervisors and Foreman will both be available by cell phone.

Written Communications: All Supervisors have email address. Supervisors have smart phones and computers to allow for open communication. Foreman are also provided with cell phones to communicate with Supervisors and City Staff.

Face-to-Face Communications: Weekly meeting or monthly meetings will be set-up with specific city representative to insure we are provided the highest level of service.

Contact Process & Follow-Up Process

If the city needs to contact Landscape West for any items related to the SOW they shall contact the Supervisor assigned to that Area. For any items related to contractual addendum all conversations shall filter through the General Manager and Project Manager.

All customer service issues can be e-mailed or faxed to our Supervisor at which time he will create a work order for the crews and follow up to ensure that the work is completed. After the work has been completed and all issues have been resolved he will notify the city representative that the request is complete.

The Supervisor will follow-up with all necessary city staff on a daily basic. Follow-up will be provided by one of our three communication methods; oral, written, or face-to-face.

24 Hours Emergency Contact Information

Landscape West want to ensure our customers that we have the ability to respond to problems “after-hours.” The first phone call should be made to the Corporate Office. At that time a voicemail system will provided you with a cell phone number of the Supervisor on staff for emergencies. The on call supervisor will respond to the site in a timely manner to address any problem and resolve the issues. The on-call supervisor will notify the supervisor assigned to the job of the problem so he is in the know.

24 HOUR EMERGENCY RESPONSE NUMBER	
Armando Esquivel	909-732-9853
Fernando Hernandez	909-325-0346

Staff Certifications & Organization Memberships

- ◆ California Landscape Contractor's License
- ◆ Cal Poly Pomona Horticulture Degree
- ◆ Certified Arborist
- ◆ Pest Control Advisor License
- ◆ Pest Control Applicator License
- ◆ Certified Landscape Irrigation Technicians
 - Irrigator Technical Training School
- ◆ CACM- California Association of Community Managers
- ◆ CAI- Community Association Institute
- ◆ CLCA- California Landscape Contractors Association

Note: Copies of all licenses can be provided upon request during the solicitation process.

Injury & Illness Prevention Plan

Our Injury & Illness Prevention Plan is five pages long. For purposes of this proposal we have included the first two pages. A complete copy can be obtained during the solicitation process.

INJURY AND ILLNESS PREVENTION PROGRAM FOR LANDSCAPE WEST MANAGEMENT SERVICES, INC.

RESPONSIBILITY

The Injury and Illness Prevention Program (IIPP) administrator, Landscape West Management Services, Inc. (hereafter referred to as landscape West) has the authority and responsibility for implementing the provisions of this program for our company.

All managers, supervisors and lead personnel are responsible for implementing and maintaining the IIPP in their work areas and for answering worker questions about the Program. A copy of this IIPP is available at Landscape West home office- 1234 N Blue Gum St. Anaheim CA 92806.

COMPLIANCE

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Supervisors and lead personnel are expected to enforce the rules fairly and uniformly.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

The following is our system of ensuring that all workers comply with the rules and maintain a safe work environment:

1. Informing workers of the provisions of our IIPP;
2. Evaluating the safety performance of all workers;
3. Recognizing employees who perform safe and healthful work practices. This recognition is accomplished by: rewarding property safety practices.
4. Providing training to workers whose safety performance is deficient;
5. Disciplining workers for failure to comply with safe and healthful work practices. The following outlines our disciplinary process in Landscape West Employee Handbook :
6. Other means that we use to ensure employee compliance with safe and healthful work practices include:

COMMUNICATION

The following is our system of communication, designed to facilitate a continuous flow of two-way (management, supervision and employees) safety and health information in a form that is readily understandable to and between all affected site personnel:

7. New worker orientation, including a discussion of site-specific safety and health policies and procedures.
8. Follow-through by supervision to ensure effectiveness.
9. Workplace-specific safety and health training.
10. Safety meetings held at least every week – more frequently as deemed necessary by the creation of hazards or occurrence of injuries and illnesses.
11. Effective written communication of safety and health concerns between workers and supervisors, including language translation where appropriate.

Posted and distributed safety information.

A system for workers to anonymously inform management about workplace hazards without fear of reprisal. This is accommodated by a comment box. Our organization elects to use a labor/management safety and health committee meeting all the requirements of T8CCR 3203 (7) (c) (1) – (7) to comply with the communication requirements of subsection (a)(3) of T8CCR 3203.

HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by Landscape West the following schedule: according to

1. When our Injury and Illness Prevention Program was first established
2. At least 5 minutes prior to beginning of the shifts.
3. When new substances, processes, procedures or equipment that present potential new hazards are introduced into our workplace;
4. When new, previously unidentified hazards are recognized;
5. When occupational injuries and illnesses occur;
6. When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted; and.....

Employee Handbook

Every employee that is hired by Landscape West is presented with an Employee Handbook in both English and Spanish. This handbook is filled with company policy and safety information. All employees are required to abide by all safety programs. A copy of the Handbook and Safety information can be provided upon request during the solicitation process.

Tailgate Safety Meetings

Every employee attends weekly safety tailgate meetings. Topics are presented by the crew foreman or regional supervisor. Tailgate safety meetings are to help remind and inform employees in the importance of safety in the workplace.

Safety Gear

Landscape West Employees are all equipped with safety vest, uniforms , gloves, ear protectors, masks, hats, boots, and goggles.

Field Training & Employee Development Supervisor Training

Management training occurs on an annual basic in both group and individual settings. Training topics include; Customer Service, Business Operations, Business Development, Safety, Emergency Action, Plant Identification.

Irrigation Training

Irrigation Technicians attend technical school training. Technicians are trained in wire tracking, electrical troubleshooting, controller programing, valve applications, valve repair, valve maintenance, water management, pipe fitting, black-flow application, master valves, basic pump application. Technicians on the mechanics of an irrigation system, conducting a monthly inspection and repairing components

Landscape Laborers Training

All Landscape Laborers undergo basic training after being hired. We provided two classes to teach laborers about Landscaping.

Class #1: Laborers are trained in basic gardening skills; pruning roses, pruning shrubs, hand watering plants, staking trees, mulching garden beds, killing weeds, improving soil, basic plant identification Class #2: Laborers are training in Safety and given the employee handbook that outlines all of the safety topics and required safety gear. A copy of the employee handbook can be provided upon request during the bidding process

B. See Page 8-10 for Experience Relevant to the Proposed Work

C. Michael Garibay/ President, Project Manager Barry Konier/ Vice President

Armando Esquivel/ Regional Supervisor

Fernando Hernandez/ Regional Supervisor

Shelby Garibay / Office Manager, Accounts Receivable & Payroll

Landscape West Management Services, Inc. firm size is approx.. 60 employees

ON CALL STAFF: Armando Esquivel & Fernando Hernandez are both on call after hours. They can be reached by phone after business hours and on the weekend.

Hours of Operation: Monday-Friday 7:00am-3:00pm

Corporate Office: 1234 N Blue Gum Street, Anaheim, Ca 92806

Michael Garibay is General Manager for Landscape West. Michael has attended Fullerton University where he studied Business Administration and Finance.

Barry Konier is the Project Manager for Landscape West. Barry owned a company called Landscape West, Inc. Landscape West, Inc. was formed in the late 70's and held contracts for many of California's Cities, Counties, and Parks. Barry sold his company in the early 2000's to Service Master (now called True Green) Barry works with Michael Garibay to oversee and help with daily operations at Landscape West. Please see attached resume for Barry (resume on next page).

Armando Esquivel & Fernando Hernandez are Regional Supervisors for Landscape West. They oversees all Laborers, Foreman, Mechanics, Equipment Operators, and Irrigation Technicians on a daily basic.

Shelby Garibay is Landscape West office manager. Shelby can easily handle any situations that may arise. Shelby also overlooks all office tasks, including accounts payable and payroll.

Labor, Formen, Drivers & Irrigators: Landscape West employees 50 full time Laborers, Drivers, and Irrigators. All our employees are well trained in all aspects of safety in accordance with O.S.H.A and the California Department of Labor. Landscape West partakes in biweekly

BARRY KONIER

EDUCATION

Cal Poly Pomona

Pomona, CA

- Bachelor of Science in Horticulture and Park Administration

ASSOCIATIONS

- Southern California Landscape Contractors Association, Past President
- International Arborist Association , Past President (Western Chapter)

EMPLOYMENT HISTORY

Vice President/ Secretary

2013— Present

Chino, CA

Regional Manager, Landcare USA

1998 — 2000

Anaheim, CA

- Regional manager of Southern California operations.
- Oversaw operations of approximately 50,000 landscape and tree trimming services accounts.

President, Landscape West

1978 — 1998

Anaheim, CA

- Started Landscape West to provide landscape and tree trimming services for California cities with offices in both Northern and Southern California.
- Employed approximately 600 personnel and had contracts with 45 cities around California.
- Landscape West provided landscape services to both the public and private sector.
- The services of the company included the following; turf maintenance, athletic fields maintenance, pest control, tree trimming, irrigation, grounds maintenance, chemical application, fertilization, custodial services, and beach maintenance.

Director of Parks & Recreation, City of Whittier

1974 — 1978

Whittier, CA

- Responsible for the recreation services as well as maintenance of all city parks and facilities.

Assistant Director of Parks & Recreation, City of West Covina

1971 — 1974

West Covina, CA

- Responsible for maintenance, design, and development for the city parks, medians, and street maintenance.

Park Administrator, City of Lakewood

1968-1971

Lakewood, CA

- Responsible for maintenance, design, and development for the city parks, medians, and street maintenance.

LICENSES

- California C-27 Landscape Contractors
- Arborist
- Pest Control Advisor

MICHAEL GARIBAY

Motivated with experience in landscape, finance, accounting and operations. Skills with financial comprehensive knowledge and ready to undertake intricate task. Passionate and creative problem solver who is self starter and works well under pressure.

EXPERIENCE

GENERAL MANAGER, LANDSCAPE WEST MANAGEMENT SERVICE, INC.
2018-PRESENT

- Landscape Maintenance service to various Southern California Cities, Counties and State Agencies
- Landscape West provides services that include the following; turf maintenance, athletic field maintenance, pest control services, irrigation maintenance, installation, chemical application, fertilization and ground maintenance
- Employees approximately 50 personnel and holds contracts with 20 various public and private agencies

OPERATIONS MANAGER & ACCOUNTANT, INDOOR ENTERTAINMENT – 2012-2017
Full charge operations manger and account for entertainment business

- Accounts payable/ receivable, bank reconciliations, sales tax, daily bookkeeping
- Daily operations, manage multiple retail locations nationwide
- Balance 13 bank accounts, review revenue and expense to maximize profits

MANAGER, ANTIBES SALON & SPA – 2009-2012

Garnered hands on experience in the business operations of small business

- Created spreadsheets for expenses, balance sheets and employee hours
- Supervised the operation including fourteen contractors and employees
- Completed payroll & taxes for contractors and employees

EDUCATION

CALIFORNIA STATE UNIVERSITY, FULLERTON

SKILLS

Quickbooks, Excel, Word, Business Operations, Productive, Accounting, Finance Analysis, Technological Advance, Communication Skills, Team-Oriented

1234 N Blue Gum Street, Anaheim, Ca 92806 714-860-4702 michael@lwmsinc.com

D.

Number of Employees	Percentage of Time	Job Title	Task Responsibilities
<i>Irrigation</i>			
1	100%	Irrigator	Irrigation technician will be responsible for testing, reporting, and repairing the irrigation system. They will be responsible for repairing any laterals and heads that are broken. They need to ensure during the seasons that water level are adjusted base on the needs of the plant material
<i>Maintenance Crew</i>			
1	100%	Foreman	The foreman is responsible for making sure all the areas are being maintained. The foreman is responsible in communicating with the Supervisor to ensure problems are reported to the city. They are responsible for supervising their team to ensure high quality service.
2	100%	Labors	Labors task are to mow, edge and blow, trim and clean up debris. This labors will be with the foreman making sure all areas are maintained during the contract terms.
<i>Seasonal Task</i>			
As Needed	As Needed	Seasonal Crew	Multiple times per year a season crew will be responsible for doing the trimming on the SoundWalls. In addition, to summer season, when shrubs need trimming more times.
As Needed	As Needed	Chemical Applicator	Pre and Post Emergent chemical will applied when needed. For areas that have high repeating weeds, a pre emergent will be applied to prevent any future weeds from emerging.
<i>Account Supervisor</i>			
1	10%	Supervisor	Account supervisor will be in contact with City Representatives to ensure all locations are maintained.
<i>Subcontractor</i>			
N/A	N/A	N/A	No subcontractor or consultants are needed
New staff is to be hired if awarded. All staff that is hired will have past experience in their job title.			
<i>168 hours minimum of manpower will be provided per week</i>			

E. N/A

EXCEPTIONS AND ALTERNATIVES

Landscape West Management Services, Inc. has no exceptions or alternatives to the RFP and Contract for On-Street Landscape Maintenance Services.

INDEMNIFICATION AND INSURANCE

	CERTIFICATE OF LIABILITY INSURANCE	LAND 800	QP ID: KC	DATE (MM/DD/YYYY) 10/10/2019																														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																		
PRODUCER: High Ground Insurance Services 2377 Crenshaw Blvd. #304 Torrance, CA 90501 Christopher Cordill	310-542-4600 CONTACT: Christopher Cordill PHONE: 310-542-4600 FAX: 310-542-8400 E-MAIL: ccordill@unitedagencies.com																																	
INSURED: Landscape West Mgmt Svcs, Inc. 1234 North Bay Street Anaheim, CA 92808	INSURER(S) AFFORDING COVERAGE: OAK RIVER INSURANCE COMPANY NAIC # 34830																																	
SAMPLE																																		
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED PARTY ABOVE FOR THE POLICY PERIOD INDICATED. THIS CERTIFICATE MAY BE ISSUED IN CONNECTION WITH OTHER POLICIES. THIS CERTIFICATE IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, EXCLUSIONS AND ENDORSEMENTS OF EACH POLICY. THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).	CERTIFICATE NUMBER: LAWCD14300	REVISION NUMBER: 10/11/2019 10/11/2020																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">TYPE OF POLICY</th> <th style="width: 30%;">CLASSIFICATION</th> <th style="width: 20%;">CLASSIFICATION</th> <th style="width: 10%;">CLASSIFICATION</th> <th style="width: 10%;">CLASSIFICATION</th> <th style="width: 10%;">CLASSIFICATION</th> </tr> <tr> <td>COMMERCIAL GENERAL LIABILITY</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> </tr> <tr> <td>GENERAL AGENTS (ANY APPLIED PER POLICY)</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> </tr> <tr> <td>AUTOMOBILE LIABILITY</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> </tr> <tr> <td>LIABILITIES</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> <td>CLASSIFICATION</td> </tr> </table>	TYPE OF POLICY	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	COMMERCIAL GENERAL LIABILITY	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	GENERAL AGENTS (ANY APPLIED PER POLICY)	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	AUTOMOBILE LIABILITY	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	LIABILITIES	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION				
TYPE OF POLICY	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION																													
COMMERCIAL GENERAL LIABILITY	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION																													
GENERAL AGENTS (ANY APPLIED PER POLICY)	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION																													
AUTOMOBILE LIABILITY	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION																													
LIABILITIES	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION																													
A WORKERS COMPENSATION AND EMPLOYERS LIABILITY 30 days notice if cancelled. 10 days notice if cancelled for non-payment. Project: Landscape operations performed by or on behalf of the named insured for the City of Laguna Niguel.																																		
CERTIFICATE HOLDER: CITY OF LAGUNA NIGEL Attn: Dir. of Public Works 30111 Crown Valley Parkway LAGUNA NIGEL, CA 92677	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 																																	

ACORD 25 (2018/03) © 1988-2018 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



LANDWES-02

LYLI

CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED (YYYY) 3/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the Certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 Santa Barbara, CA - HUB International Insurance Services Inc. CONTACT Diana Frausto (805) 879-9524 Diana.Frausto@HUBinternational.com INSURER A Hartford Casualty Insurance Company 29424 INSURER B On River Insurance Company 34630

SAMPLE

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO VERIFY THAT THE ENDOREES... INDICATE NOT WITH AND... CERTIFY MAY BE ISSUED... EXCLUSIONS AND COVERAGE... THIS IS TO VERIFY THAT THE ENDOREES... INDICATE NOT WITH AND... CERTIFY MAY BE ISSUED... EXCLUSIONS AND COVERAGE... THIS IS TO VERIFY THAT THE ENDOREES... INDICATE NOT WITH AND... CERTIFY MAY BE ISSUED... EXCLUSIONS AND COVERAGE...

Table with columns for Coverage, Certificate Number, Revision Number, Description, Amount, and Date. Includes Commercial General Liability and Automobile Liability sections.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Information Purpose Only.

CERTIFICATE HOLDER: Landscape West Management Services, Inc. 1234 N. Blue Gum St. Anaheim, CA 92806. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

REPRESENTATIONS AND CERTIFICATIONS

CITY OF DOWNEY ON-STREET LANDSCAPE MAINTENANCE SERVICES REPRESENTATION AND CERTIFICATIONS FORM

"I, Michael Ganbury, represent and certify,
[insert name of Service Provider's official executing the Representation and Certification]

on behalf of Landscape West Management Services, Inc. that I am familiar
[insert name of entity or entities submitting proposal]

with the information presented in the City of Downey On-street Landscape Maintenance Services Request For Proposals dated March 20, 2019, that it is true and correct to the best of my knowledge and belief and that I am authorized to execute this Representation and Certification."

Signed 

NOTE: Attach copy of the corporate resolution or other document establishing that the person making the Representation and Certification was authorized to do so.

FEE SCHEDULE-BID FORM

CITY OF DOWNEY
ON-STREET LANDSCAPE MAINTENANCE SERVICES

FEE SCHEDULE - BID FORM

An officer or agent of the Service Provider who is duly authorized to bind the Service Provider shall sign this Approved Cost Sheet Bid Form. In signing the Approved Cost Sheet Bid Form, Service Provider: 1) agrees that terms of the proposal are firm for a period of 180 days from the Proposal due date; and 2) assures that a Performance Bond will be issued seventy-two (72) hours after approval of the Agreement by the City.

RECURRING MAINTENANCE SERVICES				
The Lump Sum Prices stated below shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work, including the SERVICE PROVIDER's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean-up and all other items incidental to the work.				
CATEGORY I - MEDIANS				
Site #	Description	Location / Limits	Monthly Price	Annual Price
M-1.01	Lakewood Blvd.	Century Blvd. To Rosecrans Ave.	\$ 40	\$ 480
M-1.02	Lakewood Blvd.	Rosecrans Ave. To Deming Ave.	\$ 235	\$ 2,820
M-1.03	Lakewood Blvd.	Deming Ave. To Gardendale St.	\$ 155	\$ 1,860
M-1.04	Lakewood Blvd. (Ivy 105 Wall)	Gardendale St. To Priscilla St.	\$ 39	\$ 468
M-1.05	Lakewood Blvd. (Ivy)	I-105 Fwy. To Imperial Hwy.	\$ 195	\$ 2,340
M-1.05A	Lakewood Blvd.	Triangle at Imperial Hwy. Int.	\$ 155	\$ 1,860
M-1.06	Lakewood Blvd. (Ivy)	Imperial Hwy. To Donovan/Rose Ave.	\$ 155	\$ 1,860
M-1.07	Lakewood Blvd. (Ivy)	Donovan/Rose Ave. To Columbia Wy.	\$ 78	\$ 936
M-1.08	Lakewood Blvd.	Downey Studios To Alameda St.	\$ 78	\$ 936
M-1.09	Lakewood Blvd.	Alameda St. To Downey Landing	\$ 196	\$ 2,352
M-1.10	Lakewood Blvd.	Downey Landing To Stewart & Gray Rd.	\$ 78	\$ 936
M-1.11	Lakewood Blvd.	Stewart & Gray Rd. To Cleta St.	\$ 117	\$ 1,404
M-1.12	Lakewood Blvd.	Cleta St. To Bellflower Blvd.	\$ 78	\$ 936
M-1.13	Lakewood Blvd.	Bellflower Blvd. To Firestone Blvd.	\$ 78	\$ 936
M-1.14	Lakewood Blvd.	Firestone Blvd. To 3rd/Stonewood St.	\$ 78	\$ 936
M-1.15	Lakewood Blvd.	3rd/Stonewood St. To 5th/Cecilia St.	\$ 78	\$ 936
M-1.16	Lakewood Blvd.	5th/Cecilia St. To Muller St.	\$ 78	\$ 936
M-1.17	Lakewood Blvd. (Ivy)	Muller St. To Cherokee Dr.	\$ 78	\$ 936
M-1.18	Lakewood Blvd.	Cherokee Dr. To Median Break 510' N/O Cherokee Dr. (Post Office Dwy.)	\$ 78	\$ 936
M-1.19	Lakewood Blvd.	510' N/O Cherokee Dr. (Post Office Dwy.) To 500' S/O Florence Ave. (Pep Boys Dwy.)	\$ 78	\$ 936
M-1.20	Lakewood Blvd.	500' S/O Florence Ave. (Pep Boys Dwy.) To Florence Ave.	\$ 78	\$ 936
M-1.21	Lakewood Blvd.	Florence Ave. To 550' N/O Florence Ave.	\$ 78	\$ 936
M-1.22	Lakewood Blvd.	435' S/O Lubec St. To Median Break 470' N/O Lubec St.	\$ 78	\$ 936

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 2 of 14

CATEGORY I – MEDIANS (Cont'd)				
Site #	Description	Location / Limits	Monthly Price	Annual Price
M-1.23	Lakewood Blvd.	Median Break 470' N/O Lubec St. To Gallatin Rd.	\$ 78	\$ 936
M-1.24	Lakewood Blvd.	Gallatin Rd. To Median Break 470' N/O Gallatin Rd. (Ralphs Dwy)	\$ 78	\$ 936
M-1.25	Lakewood Blvd.	Median Break 470' N/O Gallatin Rd. (Ralphs Dwy) To I-5 S/B Off-Ramp	\$ 39	\$ 468
M-1.26	Lakewood Blvd.	I-5 S/B Off-Ramp To I-5 N/B On-Ramp	\$ 39	\$ 468
M-1.27	Lakewood Blvd.	I-5 N/B On-Ramp To Telegraph Rd.	\$ 78	\$ 936
M-2.01	Firestone Blvd.	West City Limits To 420' E/O West City Limits (Home Depot)	\$ 39	\$ 468
M-2.02	Firestone Blvd.	Arnett St. To Old River School Rd.	\$ 40	\$ 480
M-2.03	Firestone Blvd.	Old River School Rd. To Pomeroy Rd.	\$ 40	\$ 480
M-2.03A	Firestone Blvd.	Triangle at NE cor Old River School Rd. int.	\$ 40	\$ 480
M-2.04	Firestone Blvd.	Myrtle St. To La Reina Ave.	\$ 40	\$ 480
M-2.05	Firestone Blvd.	La Reina Ave. To Downey Ave.	\$ 40	\$ 480
M-2.06	Firestone Blvd.	Downey Ave. To Dolan Ave.	\$ 40	\$ 480
M-2.07	Firestone Blvd.	Dolan Ave. To Brookshire Ave.	\$ 40	\$ 480
M-2.08	Firestone Blvd.	Brookshire Ave. To Patton Rd.	\$ 40	\$ 480
M-2.09	Firestone Blvd.	Marbel Ave. To Lakewood Blvd.	\$ 40	\$ 480
M-2.10	Firestone Blvd.	Lakewood Blvd. To Median Break (640' E/O Lakewood Blvd.)	\$ 40	\$ 480
M-2.11	Firestone Blvd.	Median Break (640' E/O Lakewood Blvd.) To Stonewood Entrance	\$ 40	\$ 480
M-2.12	Firestone Blvd.	Stonewood Entrance To Woodruff Ave. (N)	\$ 40	\$ 480
M-2.13	Firestone Blvd.	Woodruff Ave. (N) To Woodruff Ave. (S)	\$ 40	\$ 480
M-2.14	Firestone Blvd.	Woodruff Ave. (S) To Pangborn Ave.	\$ 78	\$ 936
M-2.15	Firestone Blvd.	Pangborn Ave. To Stewart & Gray Rd.	\$ 39	\$ 468
M-2.16	Firestone Blvd.	Stewart & Gray Rd. To Median Break 495' E/O Stewart & Gray Rd.	\$ 39	\$ 468
M-2.17A	Firestone Blvd.	Triangle 545' E/O Stewart & Gray Rd.	\$ 39	\$ 468
M-2.17	Firestone Blvd.	Median Break 580' E/O Stewart & Gray Rd. To San Gabriel Channel Bridge	\$ 39	\$ 468
M-3.01	Rives Ave.	2nd St. to 3rd St.	\$ 17	\$ 204
M-3.02	Rives Ave.	3rd St. to 4th Pl.	\$ 17	\$ 204
M-3.03	Rives Ave.	4th Pl. to 4th St. / Fostoria St.	\$ 17	\$ 204
M-4.01	Paramount Blvd.	Gardendale St. To Puritan Ave.	\$ 156	\$ 1,872
M-4.02	Paramount Blvd.	Puritan Ave. To Comolette St.	\$ 78	\$ 936
M-4.03	Paramount Blvd.	Comolette St. To Borson St.	\$ 156	\$ 1,872
M-4.04	Paramount Blvd.	Borson St. To Imperial Hwy.	\$ 78	\$ 936
M-4.05	Paramount Blvd.	Imperial Hwy. To Leeds St.	\$ 39	\$ 468

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 3 of 14

CATEGORY I – MEDIANS (Cont'd)				
Site #	Description	Location / Limits	Monthly Price	Annual Price
M-4.06	Paramount Blvd.	Florence Ave. To Median Break At Fire Station	\$ 78	\$ 936
M-4.07	Paramount Blvd.	Median Break At Fire Station To Lubec St.	\$ 78	\$ 936
M-4.08	Paramount Blvd.	Lubec St. To Suva St.	\$ 117	\$ 1,404
M-4.09	Paramount Blvd.	Suva St. To Gallatin Rd.	\$ 117	\$ 1,404
M-4.10	Paramount Blvd.	Gallatin Rd. To I-5 Fwy. On Ramp	\$ 78	\$ 936
M-5.01	Downey Ave.	Triangle @ Dempster Ave.	\$ 40	\$ 480
M-5.02	Downey Ave.	UPRR to Nance St.	\$ 17	\$ 204
M-5.03	Downey Ave.	Nance St. to Firestone Blvd.	\$ 17	\$ 204
M-5.04	Downey Ave.	Triangle @ New St./ 6 th St.	\$ 17	\$ 204
M-6.00	Bellflower Blvd.	Dalen St. to Imperial Hwy.	\$ 60	\$ 720
M-6.01	Bellflower Blvd.	Imperial Hwy. To Median Break 640' N/O Imperial Hwy.(Kaiser Hospital Entrance)	\$ 60	\$ 720
M-6.02	Bellflower Blvd.	Median Break 640' N/O Imperial Hwy.(Kaiser Hospital Entrance) To Cong. Steve Horn Way	\$ 60	\$ 720
M-6.03	Bellflower Blvd.	Cong. Steve Horn Way To Apollo Way	\$ 60	\$ 720
M-6.04	Bellflower Blvd.	Apollo Way To Washburn Rd.	\$ 60	\$ 720
M-6.05	Bellflower Blvd.	Washburn Rd. To Elm Vista Dr.	\$ 60	\$ 720
M-6.06	Bellflower Blvd.	Elm Vista Dr. to Stewart & Gray Rd.	\$ 60	\$ 720
M-7.02	Cong. Steve Horn Way	Caring Wy. to Kaiser Driveway	\$ 78	\$ 936
M-7.03	Cong. Steve Horn Way	Kaiser Driveway to Kaiser Driveway (3-way Stop)	\$ 250	\$ 3,000
M-7.04	Cong. Steve Horn Way	Kaiser Driveway (3-way Stop) to Bellflower Blvd.	\$ 250	\$ 3,000
M-7.05	Cong. Steve Horn Way	Bellflower Blvd. to Public Works Yard	\$ 60	\$ 720
M-8.01	Florence Ave.	West City Limits To 375' Easterly	\$ 60	\$ 720
M-8.02	Florence Ave.	Little Lake Rd / I-605 Fwy. Off Ramp To Studebaker Rd.	\$ 25	\$ 300
M-9.01	Stewart & Gray Rd.	Regentview Ave. to Firestone Blvd.	\$ 45	\$ 540
M-9.02	Stewart & Gray Rd.	Triangle S/O Firestone Blvd.	\$ 18	\$ 216
M-10.01	Lindell Ave.	Triangle S/O Telegraph Rd.	\$ 35	\$ 420
M-11.01	Imperial Hwy.	160' W/O Ryerson Ave. To Old River School Rd.	\$ 65	\$ 780
M-11.02	Imperial Hwy.	Old River School Rd. To Rives Ave.	\$ 187	\$ 2,244
M-11.03	Imperial Hwy.	Rives Ave. To Smallwood Ave (S)	\$ 80	\$ 960
M-11.04	Imperial Hwy.	Smallwood Ave (S) To Smallwood Ave (N)	\$ 30	\$ 360
M-11.05	Imperial Hwy.	Smallwood Ave (N) To 145' E/O Smallwood Ave (N)	\$ 30	\$ 360
M-11.06	Imperial Hwy.	370' W/O Paramount Blvd. To Paramount Blvd.	\$ 35	\$ 420

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 4 of 14

CATEGORY I - MEDIANS (Cont'd)				
Site #	Description	Location / Limits	Monthly Price	Annual Price
M-11.07	Imperial Hwy.	Paramount Blvd. To Citizenship Ct.	\$ 35	\$ 420
M-11.08	Imperial Hwy.	Citizenship Ct. To Downey Ave.	\$ 39	\$ 468
M-11.09	Imperial Hwy.	Downey Ave. To Dolan Ave.	\$ 35	\$ 420
M-11.10	Imperial Hwy.	Dolan Ave. To Brookshire Ave.	\$ 35	\$ 420
M-11.11	Imperial Hwy.	Brookshire Ave. To Barlin Ave.	\$ 120	\$ 1440
M-11.12	Imperial Hwy.	Barlin Ave. To Lakewood Blvd.	\$ 120	\$ 1440
M-11.13	Imperial Hwy.	Lakewood Blvd. To Columbia Wy.	\$ 120	\$ 1440
M-11.14	Imperial Hwy.	Columbia Wy. To Ardis Ave./Caring Wy.	\$ 120	\$ 1440
M-11.15	Imperial Hwy.	Ardis Ave/Caring Wy To Kaiser Hosp Entr	\$ 39	\$ 468
M-11.16	Imperial Hwy.	Kaiser Hospital Entrance To Bellflower Blvd.	\$ 155	\$ 1860
M-11.17	Imperial Hwy.	Bellflower Blvd. To Adenmoor Ave.	\$ 17	\$ 204
M-11.18	Imperial Hwy.	Adenmoor Ave. To Dunrobin Ave.	\$ 78	\$ 936
M-11.19	Imperial Hwy.	Dunrobin Ave. To Benedict Ave.	\$ 78	\$ 936
M-11.20	Imperial Hwy.	Benedict Ave. To Woodruff Ave.	\$ 78	\$ 936
M-11.21	Imperial Hwy.	Woodruff Ave. To San Gabriel Channel	\$ 156	\$ 1872
M-12.01	Studebaker Rd.	235' S/O Benfield Ave. to Benfield Ave.	\$ 40	\$ 480
M-13.01	Caring Wy.	Imperial Hwy. to Kaiser Hosp Entrance	\$ 195	\$ 2,340
M-13.02	Caring Wy.	Kaiser Hosp Entrance to Cong Steve Horn Wy	\$ 195	\$ 2,340
M-14.06	Columbia Wy.	S/S Lakewood Blvd Intersection	\$ 17	\$ 204
M-14.06A	Columbia Wy.	S/S Lakewood Blvd Intersection	\$ 17	\$ 204
TOTAL CATEGORY I - MEDIANS			\$ 2,000 7,958	\$ 24,000 95,496

18 18

CATEGORY II - PARKWAYS					
Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-2.01	W/S	Lakewood Blvd.	Gardendale St to Priscilla St	\$ 30	\$ 360
P-2.02	E/S	Lakewood Blvd.	Gardendale St to Priscilla St (Downey Cemetery frontage)	\$ 30	\$ 360
P-2.03	W/S	Lakewood Blvd.	12731 Lakewood Blvd to Dalen St	\$ 30	\$ 360
P-2.04	E/S	Lakewood Blvd.	Priscilla St to 315' North (South Driveway for 12852 Lakewood Blvd)	\$ 20	\$ 240
P-2.05	W/S	Lakewood Blvd.	Dalen St to Imperial Hwy	\$ 75	\$ 900
P-2.06	E/S	Lakewood Blvd.	Adoree St to Imperial Hwy	\$ 45	\$ 540
P-2.07	W/S	Lakewood Blvd.	Side of 8742 Meadow Rd	\$ 45	\$ 540
P-2.08	E/S	Lakewood Blvd.	Imperial Hwy to Rose Ave	\$ 45	\$ 540
P-2.09	W/S	Lakewood Blvd.	Meadow Rd to Donovan Ave	\$ 26	\$ 312
P-2.10	E/S	Lakewood Blvd.	Rose Ave to Columbia Wy	\$ 20	\$ 240

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 5 of 14

CATEGORY II - PARKWAYS (Cont'd)					
Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-2.11	W/S	Lakewood Blvd.	Donovan Ave to Alameda St	\$ 18	\$ 216
P-2.12	E/S	Lakewood Blvd.	Downey Studios Intersection To S/S Downey Landing Shopping Center Property	\$ 90	\$ 960
P-2.13	W/S	Lakewood Blvd.	Alameda St to Stewart & Gray Rd	\$ 29	\$ 348
P-2.15	W/S	Lakewood Blvd.	Stewart & Gray Rd to Buckles St	\$ 40	\$ 480
P-2.17	W/S	Lakewood Blvd.	Buckles St to Cleta St	\$ 15	\$ 180
P-2.19	W/S	Lakewood Blvd.	Cleta St to Coca Cola Driveway	\$ 20	\$ 240
P-2.20	E/S	Lakewood Blvd.	Stewart & Gray Rd to Buckles St	\$ 20	\$ 240
P-2.21	W/S	Lakewood Blvd.	Coca Cola Driveway to UPRR	\$ 20	\$ 240
P-2.22	E/S	Lakewood Blvd.	Buckles St to Hall Rd	\$ 20	\$ 240
P-2.23	W/S	Lakewood Blvd.	Lakewood side of 8764 Firestone Blvd	\$ 10	\$ 120
P-2.24	E/S	Lakewood Blvd.	Hall Rd to Bellflower Blvd	\$ 15	\$ 180
P-2.25	W/S	Lakewood Blvd.	Firestone Blvd to 3 rd St	\$ 20	\$ 240
P-2.26	E/S	Lakewood Blvd.	Margaret St to UPRR	\$ 15	\$ 180
P-2.27	W/S	Lakewood Blvd.	3 rd St to 5 th St	\$ 15	\$ 180
P-2.28	E/S	Lakewood Blvd.	UPRR to Firestone Blvd	\$ 18	\$ 216
P-2.29	W/S	Lakewood Blvd.	5 th St to 6 th St	\$ 15	\$ 180
P-2.30	E/S	Lakewood Blvd.	Firestone Blvd to Stonewood St	\$ 20	\$ 240
P-2.31	W/S	Lakewood Blvd.	6 th St to 7 th St	\$ 15	\$ 180
P-2.32	E/S	Lakewood Blvd.	Stonewood St to Cecilia St	\$ 15	\$ 180
P-2.33	W/S	Lakewood Blvd.	7 th St to Cherokee St	\$ 18	\$ 216
P-2.34	E/S	Lakewood Blvd.	Cecilia St to Muller St	\$ 29	\$ 348
P-2.35	W/S	Lakewood Blvd.	Cherokee St to Driveway (10303 Lakewood Blvd)	\$ 15	\$ 180
P-2.36	E/S	Lakewood Blvd.	Muller St to Gotham St	\$ 18	\$ 216
P-2.37	W/S	Lakewood Blvd.	Driveway (10231 Lakewood Blvd) to Florence Ave	\$ 32	\$ 384
P-2.38	E/S	Lakewood Blvd.	Gotham St to Florence Ave	\$ 45	\$ 540
P-2.41	W/S	Lakewood Frontage Rd. / Tristan Dr. (Hedge)	Lubec St. To Dead End 375' N/O Lubec St.	\$ 40	\$ 480
P-2.42	E/S	Lakewood Frontage Rd. (Hedge)	Dead End 560' S/O Lubec St. To Median Break (Un-irrigated Turf)	\$ 12	\$ 144
P-2.44	E/S	Lakewood Frontage Rd. (Hedge)	Median Break To Lubec St.	\$ 45	\$ 540
P-2.46	E/S	Lakewood Frontage Rd. (Hedge)	Lubec St. To Dead End 160' N/O Suva St.	\$ 88	\$ 1,056
P-3.01	N/S	Imperial Hwy.	Ryerson Ave to Old River School Rd	\$ 18	\$ 216
P-3.06	S/S	Imperial Hwy.	7878 Imperial Hwy to Paramount Blvd	\$ 18	\$ 216
P-3.07	N/S	Imperial Hwy.	Smallwood Ave to Paramount Blvd	\$ 18	\$ 216

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 6 of 14

CATEGORY II – PARKWAYS (Cont'd)					
Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-3.08	S/S	Imperial Hwy.	Paramount Blvd to Alley W/O Brock Ave	\$ 10	\$ 120
P-3.09	N/S	Imperial Hwy.	Paramount Blvd to 8127 Imperial Hwy	\$ 24	\$ 288
P-3.10	S/S	Imperial Frontage Rd.	Alley W/O Brock Ave To Brock Ave.	\$ 20	\$ 240
P-3.11	N/S	Imperial Hwy.	8217 Imperial Hwy to Downey Ave	\$ 24	\$ 288
P-3.12	S/S	Imperial Frontage Rd.	Brock Ave. To Downey Ave.	\$ 14	\$ 168
P-3.13	N/S	Imperial Hwy.	Downey Ave to 8331 Imperial Hwy	\$ 14	\$ 168
P-3.14	S/S	Imperial Hwy.	Downey Ave. To Dolan Ave.	\$ 88	\$ 1,056
P-3.15	N/S	Imperial Hwy.	8429 Imperial Hwy to Brookshire Ave	\$ 24	\$ 288
P-3.16	S/S	Imperial Frontage Rd.	Dolan Ave. To Brookshire Ave.	\$ 30	\$ 360
P-3.17	N/S	Imperial Hwy.	Brookshire Ave to 8509 Imperial Hwy	\$ 20	\$ 240
P-3.18	S/S	Imperial Frontage Rd.	Brookshire Ave. To Verdura Ave.	\$ 45	\$ 540
P-3.19	N/S	Imperial Hwy.	Fronting 8629 Imperial Hwy	\$ 15	\$ 180
P-3.19A	N/S	Imperial Hwy.	8731 Imperial Hwy to Lakewood Blvd	\$ 22	\$ 264
P-3.20	S/S	Imperial Frontage Rd.	Vendura Ave. To Alley E/O Verdura Ave.	\$ 18	\$ 216
P-3.21	N/S	Imperial Hwy.	Lakewood Blvd to Rose Ave	\$ 18	\$ 216
P-3.22	S/S	Imperial Hwy.	Alley E/O Verdura Ave to 8630 Imperial Hwy	\$ 14	\$ 168
P-3.23	N/S	Imperial Hwy.	Rose Ave to Columbia Wy	\$ 18	\$ 216
P-3.24	S/S	Imperial Hwy.	Barlin Ave to 8742 Imperial Hwy	\$ 18	\$ 216
P-3.24A	S/S	Imperial Hwy.	Right-turn Pocket Adjacent to PK-7	\$ 12	\$ 144
P-3.25	N/S	Imperial Hwy.	Columbia Wy to 9125 Imperial Hwy	\$ 18	\$ 216
P-3.25A	N/S	Imperial Hwy.	Parkway & Setback Fronting 9255 Imperial Hwy	\$ 18	\$ 216
P-3.26	S/S	Imperial Hwy.	Lakewood Blvd to Glenshire Rd	\$ 18	\$ 216
P-3.28	S/S	Imperial Hwy.	Glenshire Rd to Columbia Wy	\$ 20	\$ 240
P-3.30	S/S	Imperial Hwy.	Columbia Wy to 9112 Imperial Hwy	\$ 20	\$ 240
P-3.32	S/S	Imperial Hwy.	Fronting 9350 Imperial Hwy	\$ 10	\$ 120
P-3.33	N/S	Imperial Hwy.	Bellflower Blvd to Dunrobin Ave (less 9501 Imperial Hwy)	\$ 20	\$ 240
P-3.34	S/S	Imperial Hwy.	9518 Imperial Hwy to Adenmoor Ave	\$ 18	\$ 216
P-3.35	N/S	Imperial Hwy.	Side of 12456 Dunrobin Ave	\$ 22	\$ 264
P-3.35A	N/S	Imperial Hwy.	9731 Imperial Hwy	\$ 22	\$ 264
P-3.36	S/S	Imperial Hwy.	Fire Station No. 3 Frontage (9556 Imperial Hwy)	\$ 11	\$ 132
P-3.37	N/S	Imperial Hwy.	9809 Imperial Hwy	\$ 15	\$ 180
P-3.37A	N/S	Imperial Hwy.	9825 Imperial Hwy to Woodruff Ave	\$ 19	\$ 228
P-3.39	N/S	Imperial Hwy.	Woodruff Ave To Frontage Rd Outlet	\$ 29	\$ 348
P-4.01	N/S	Foster Rd.	Fidler Ave. To Ardis Ave.	\$ 275	\$ 3,300
P-4.02	N/S	Foster Rd.	Faust Ave. To Carfax Ave.	\$ 91	\$ 1,092

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 7 of 14

CATEGORY II – PARKWAYS (Cont'd)					
Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-5.01	N/S	3 rd St.	New St. To Downey Ave.	\$ 155	\$ 1,860
P-5.02	S/S	3 rd St.	New St. To Downey Ave.	\$ 155	\$ 1,860
P-5.03	N/S	3 rd St.	Downey Ave. To Civic Center Dr.	\$ 155	\$ 1,860
P-5.04	S/S	3 rd St.	Downey Ave. To Civic Center Dr.	\$ 155	\$ 1,860
P-6.01	N/S	Stewart & Gray Rd.	Lakewood Blvd. To Vultee Ave.	\$ 23	\$ 276
P-6.02	N/S	Stewart & Gray Rd.	Vultee Ave. To Corrigan Ave.	\$ 12	\$ 144
P-9.01	W/S	Paramount Blvd.	13007 Paramount Blvd	\$ 40	\$ 480
P-9.02	E/S	Paramount Blvd.	Gardendale St to Priscilla St	\$ 40	\$ 480
P-9.03	W/S	Paramount Blvd.	Consuelo St. To Puritan Ave.	\$ 40	\$ 480
P-9.04	E/S	Paramount Blvd.	Priscilla St to Cheyenne Ave	\$ 40	\$ 480
P-9.05	W/S	Paramount Blvd.	Puritan Ave. To Borson Ave.	\$ 40	\$ 480
P-9.06	E/S	Paramount Blvd.	Cheyenne Ave to Puritan Ave	\$ 40	\$ 480
P-9.07	W/S	Paramount Blvd.	Borson Ave. To Lyndora St.	\$ 40	\$ 480
P-9.08	E/S	Paramount Blvd.	Puritan Ave to Devinir Ave	\$ 40	\$ 480
P-9.09	W/S	Paramount Blvd.	Lyndora St. To 105' N/O Lyndora St.	\$ 40	\$ 480
P-9.10	E/S	Paramount Blvd.	Devinir Ave to Comolette St	\$ 6	\$ 72
P-9.12	E/S	Paramount Blvd.	Comolette St to Adoree St	\$ 6	\$ 72
P-9.14	E/S	Paramount Blvd.	Adoree St to Lyndora St	\$ 6	\$ 72
P-9.16	E/S	Paramount Blvd.	Lyndora St to Imperial Hwy	\$ 6	\$ 72
P-9.23	W/S	Paramount Blvd.	Quill Dr. To Springer St.	\$ 72	\$ 844
P-9.25	W/S	Paramount Blvd.	Springer St. To Melva St.	\$ 72	\$ 864
P-9.30	E/S	Paramount Frontage Rd	Brookgreen Rd to Vista Del Rosa St	\$ 49	\$ 588
P-9.32	E/S	Paramount Frontage Rd	Vista Del Rosa St to Dead End 340' North	\$ 49	\$ 588
P-10.01	S/S	Florence Ave./Florence Frontage Rd	170' W/O Julius Ave. To Wiley Burke Ave.	\$ 9	\$ 108
P-10.02	S/S	Florence Frontage Rd.	Wiley Burke Ave. To Hopeland Ave.	\$ 23	\$ 276
P-10.03	N/S	Florence Frontage Rd.	Belder Dr. To Birchdale Ave.	\$ 18	\$ 216
P-10.04	S/S	Florence Frontage Rd.	Eglise Ave. To Dead End 170' E/O Cord Ave.	\$ 23	\$ 276
P-10.05	S/S	Florence Frontage Rd.	Dead End 285' W/O Casanes Ave To Casanes Ave.	\$ 12	\$ 144
P-10.06	N/S	Florence Frontage Rd.	Sideview Dr. To Mattock Ave.	\$ 84	\$ 1,008
P-10.07	S/S	Florence Frontage Rd.	Casanes Ave. To Dead End 160' E/O Casanes Ave.	\$ 12	\$ 144
P-10.08	S/S	Florence Frontage Rd.	Pangborn Ave. To Newville Ave.	\$ 50	\$ 600
P-10.09	N/S	Florence Frontage Rd & Embankment	Mattock Ave. To San Gabriel Channel	\$ 60	\$ 720

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 8 of 14

CATEGORY II - PARKWAYS (Cont'd)					
Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-10.10	S/S	Florence Ave.	Newville Ave. To Lesterford Ave. (excludes 10225 Florence frontage)	\$ 12	\$ 144
P-10.11	S/S	Florence Ave.	Lesterford Ave. To San Gabriel Channel	\$ 42	\$ 504
P-11.01	W/S & E/S	Downey Ave.	Nance St. To Firestone Blvd.	\$ 150	\$ 1800
P-11.02	W/S & E/S	Downey Ave.	UPRR To Firestone Blvd.	\$ 150	\$ 1800
P-11.03	W/S & E/S	Downey Ave.	Firestone Blvd. To 2nd St.	\$ 150	\$ 1800
P-11.04	W/S & E/S	Downey Ave.	Firestone Blvd. To 2nd St. (Includes Pedestrian Alley From Downey Ave To Pk-1)	\$ 150	\$ 1800
P-11.05	W/S & E/S	Downey Ave.	2nd St. To 3rd St.	\$ 250	\$ 3000
P-11.06	W/S & E/S	Downey Ave.	2nd St. To 3rd St.	\$ 250	\$ 3000
P-11.07	W/S & E/S	Downey Ave.	3rd St. To 4th St.	\$ 250	\$ 3000
P-11.08	W/S & E/S	Downey Ave.	3rd St. To Church Driveway	\$ 250	\$ 3000
P-11.09	W/S & E/S	Downey Ave.	4th St. To 5th St.	\$ 250	\$ 3000
P-11.10	E/S	Downey Ave.	Church Driveway to La Villa St.	\$ 175	\$ 2100
P-11.12	W/S & E/S	Downey Ave.	La Villa St. To 5th St.	\$ 175	\$ 2100
P-13.01	W/S	Bellflower Blvd.	Congressman Steve Horn Way (CSHW) To Driveway 480' N/O CSHW	\$ 175	\$ 2100
P-13.03	W/S	Bellflower Blvd.	Driveway 480' N/O CSHW To Washburn Rd.	\$ 175	\$ 2100
P-13.05	W/S	Bellflower Blvd.	Washburn Rd. To Driveway (108' S/O Elm Vista Dr.)	\$ 250	\$ 3000
P-13.06	E/S	Bellflower Blvd.	Washburn Rd. To Elm Vista Dr.	\$ 175	\$ 2100
P-13.07	W/S	Bellflower Blvd.	Driveway (108' S/O Elm Vista Dr.) To Stewart & Gray Rd.	\$ 300	\$ 3600
P-13.08	E/S	Bellflower Blvd.	Elm Vista Dr. To Stewart & Gray Rd.	\$ 225	\$ 2700
P-15.01	W/S	Rivergrove Dr.	Foster Bridge Rd. To Glenciff Dr.	\$ 9	\$ 108
P-15.02	E/S	Rivergrove Dr.	Foster Bridge Rd. To 7802 Glenciff Dr. (Slope)	\$ 9	\$ 108
P-15.03	E/S	Bluff Rd.	Suva St. To Park Entrance	\$ 25	\$ 300
P-17.01	N/S	Rosecrans Frontage Rd.	Castana Ave. To Deming Ave.	\$ 60	\$ 720
P-18.01	E/S	Woodruff Frontage Rd.	620' S/O Angell St. To Angell St.	\$ 50	\$ 600
P-20.01	N/S	Priscilla St.	Blodgett Ave. To Lakewood Blvd.	\$ 6	\$ 72
P-21.01	E/S	Brookshire Ave.	6th St. To Cherokee Dr.	\$ 23	\$ 276
P-22.01	N/S	Congressman Steve Horn Wy.	Caring Wy to Bellflower Blvd	\$ 470	\$ 5640
P-22.02	S/S	Congressman Steve Horn Wy.	Caring Wy to Kaiser Driveway	\$ 78	\$ 936
P-22.03	S/S	Congressman Steve Horn Wy.	Kaiser Driveway to Kaiser Driveway (3-way Stop)	\$ 78	\$ 936
P-22.04	S/S	Congressman Steve Horn Wy.	Kaiser Driveway (3-way Stop) to Electric Substation (PK-10)	\$ 155	\$ 1860

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 9 of 14

CATEGORY II - PARKWAYS (Cont'd)					
Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-22.05	S/S	Congressman Steve Horn Wy.	Electric Substation (PK-10) to Bellflower Blvd	\$ 185	\$ 2,220
P-22.06	S/S	Congressman Steve Horn Wy.	Bellflower Blvd to Maintenance Yard Entrance	\$ 85	\$ 1020
P-23.01	W/S	Caring Wy.	Imperial Hwy to Congressman Steve Horn Wy	\$ 175	\$ 2,100
P-23.02	E/S	Caring Wy.	Imperial Hwy to Kaiser Driveway	\$ 250	\$ 3000
P-23.03	W/S & E/S	Caring Wy.	Kaiser Dwy to Congressman Steve Horn Wy	\$ 115	\$ 1,380
TOTAL CATEGORY II - PARKWAYS				\$ 1,155 9155	\$ 13,860 109,860

CATEGORY III - SOUNDWALLS					
Site #	Description	Location / Limits	Monthly Price	Annual Price	
I-5 Santa Ana Freeway					
S-1.01	N/S	Bangle Road	Guatemala Ave. To Tweedy Ln.	\$ 397	\$ 4,764
S-1.02	N/S	Danvers St.	Lowman Ave. To Allengrove St.	\$ 240	\$ 2880
S-1.04	N/S	Vista Del Rio	Dead End 200' W/O Clancey Ave. To Dead End E/O Eglise Ave.	\$ 699	\$ 8388
S-2.01	S/S	Brookpark Rd.	Rives Ave. To 500' E/O Salmoline (Paramount Blvd.)	\$ 405	\$ 4,860
S-2.02	S/S	Brookpark Rd.	Parrot Ave. To Stoakes Ave.	\$ 650	\$ 7,800
S-2.03	S/S	Brookpark Rd.	Lindsey Ave. To Eglise Ave.	\$ 440	\$ 5,280
I-105 Glenn Anderson Freeway					
S-3.01	S/S	Somerset Ranch Rd. North	City Limit To Brookshire Ave.	\$ 30	\$ 360
S-3.02	S/S	Cheyenne St.	Laureldale Ave. To Barlin Ave.	\$ 24	\$ 288
S-3.03	S/S	Cheyenne St.	Barlin Ave. To Blodgett Ave.	\$ 24	\$ 288
S-3.04	S/S	Adoree St.	Lakewood Blvd. To Hanwell Ave.	\$ 16	\$ 192
S-3.05	S/S	Adoree St.	Hanwell Ave. To Columbia Wy.	\$ 36	\$ 432
S-3.06	S/S	Adoree St.	Ardis Ave. To Cul-De-Sac E/O Stanbridge Ave (Bellflower Blvd.)	\$ 72	\$ 864
S-3.07	S/S	Adoree St.	Adenmoor Ave. To Dunrobin Ave.	\$ 12	\$ 144
S-3.08	S/S	Adoree St.	Dunrobin Ave. To Woodruff Ave.	\$ 6	\$ 72
S-4.01	N/S	Somerset Ranch Rd. South	City Limits To Laureldale Ave.	\$ 90	\$ 1,080
S-4.03	N/S	Priscilla St.	Blodgett Ave. To Lakewood Blvd.	\$ 12	\$ 144
S-4.04	N/S	Angell St.	Dead End W/O Hanwell Ave. To Hanwell Ave.	\$ 24	\$ 288
S-4.05	N/S	Angell St.	Hanwell Ave. To Columbia Wy.	\$ 24	\$ 288
S-4.06	N/S	Angell St.	Fidler Ave. To Ardis Ave.	\$ 6	\$ 72

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 10 of 14

CATEGORY III – SOUNDWALLS (Cont'd)					
Site #	Description		Location / Limits	Monthly Price	Annual Price
S-4.07	N/S	Angell St.	Ardis Ave. To Bellflower Blvd.	\$ 12	\$ 144
S-4.08	N/S	Angell St.	Adenmoor Ave. To Dunrobin Ave.	\$ 6	\$ 72
S-4.09	N/S	Angell St.	Dunrobin Ave. To Woodruff Ave.	\$ 6	\$ 72
S-4.10	N/S	Angell St.	Woodruff Ave. To Faust Ave.	\$ 6	\$ 72
Lakewood Blvd					
S-5.01	E/S	Lakewood Frontage Rd.	Priscilla St. To Apartment Driveway 110' N/O Priscilla St. (East & West Faces)	\$ 12	\$ 144
S-5.02	E/S	Lakewood Frontage Rd.	Adoree St. To Dead End 75' N/O Borson St. (East & West Faces)	\$ 24	\$ 288
S-5.03	W/S	Lakewood Blvd.	160' S/O Meadow Rd. To Meadow Rd. (side of 8742 Meadow Rd)	\$ 6	\$ 72
S-5.04	W/S	Lakewood Frontage Rd.	Meadow Rd. To Donovan St. (East & West Faces)	\$ 36	\$ 432
S-5.05	W/S	Lakewood Frontage Rd.	Meadow Rd To Alameda St (East & West Faces)	\$ 47	\$ 564
S-5.06	W/S	Lakewood Frontage Rd.	Buckles St. To Cieta St. (East & West Faces)	\$ 6	\$ 72
Paramount Blvd					
S-6.01	W/S	Paramount Blvd	Consuelo St. to Puritan St.	\$ 4	\$ 48
S-6.02	W/S	Paramount Blvd	Puritan St. to Borson St.	\$ 12	\$ 144
S-6.03	W/S	Paramount Blvd	Borson St. to Lyndora St.	\$ 6	\$ 72
S-6.04	W/S	Paramount Blvd	Lyndora St. to north of Lyndora St.	\$ 6	\$ 72
Imperial Hwy					
S-7.01	S/S	Imperial Hwy.	Dead End W/O Coldbrook Ave To Coldbrook Ave (North & South Faces)	\$ 6	\$ 72
S-7.02	S/S	Imperial Hwy.	Coldbrook Ave To Dunrobin Ave (North & South Faces)	\$ 24	\$ 288
S-7.03	S/S	Imperial Hwy.	Dunrobin Ave To Woodruff Ave (North & South Faces)	\$ 36	\$ 432
Miscellaneous Walls					
S-8.01	N/S	Stewart & Gray Rd.	Vultee Ave. To Corrigan Ave.	\$ 6	\$ 72
S-9.01	N/S	Gardendale St.	Dolan Ave. To Brookshire Ave.	\$ 6	\$ 72
S-10.01	W/S	Neo St.	Cul-De-Sac (W/O Old River School Rd.)	\$ 6	\$ 72
Florence Ave					
S-11.01	S/S	Florence Ave.	Newville St To 140' East (~80LF wall on side of 10202 Newville Ave)	\$ 6	\$ 72
S-11.02	S/S	Florence Ave.	Lesterford Ave To San Gabriel Channel	\$ 6	\$ 72
TOTAL CATEGORY III - SOUNDWALLS				\$ 3,492	\$ 41,904

City of Downey
 On-Street Landscape Maintenance Services
 Fee Schedule - Bid Form
 Page 11 of 14

CATEGORY IV – PARKING LOTS / MINI-PARKS					
Site #	Description		Location / Limits	Monthly Price	Annual Price
PK-1	S/S	Parking Lot	2nd St. E/O Downey Ave.	\$ 78	\$ 936
PK-3	SE COR.	Parking Lot	La Reina Ave. & 2nd St.	\$ 235	\$ 2820
PK-4	N/S	Parking Lot	8111 Firestone Blvd. (@ Post Office)	\$ 155	\$ 1860
PK-5	NW COR.	Parking Lot	Parking Structure @ 2nd St. & New St.	\$ 625	\$ 7,500
PK-6	SE COR.	Mini Park	Lakewood Blvd. & Rose Ave.	\$ 195	\$ 2,340
PK-7	SW COR.	Mini Park	Lakewood Blvd. & Imperial Hwy.	\$ 78	\$ 936
PK-8	SW COR.	Mini Park	Downey Ave. & Klondike Ave.	\$ 78	\$ 936
PK-9	NE COR.	Mini Park (City Owned)	Downey Ave. & Dempster Ave.	\$ 78	\$ 936
PK-10	S/S	Electric Substation	S/S Congressman Steve Horn Wy, W/O Bellflower Blvd	\$ 75	\$ 900
TOTAL CATEGORY IV – PARKING LOTS AND MINI-PARKS				\$ 1,597	\$ 19,164

CATEGORY V – WATER WELL SITES & FACILITIES					
Site #	Description		Location / Limits	Monthly Price	Annual Price
W-6	Water Well No.6		9410 Vista Del Rio	\$ 170	\$ 2,040
W-7	Water Well No.7		7440 Suva St.	\$ 70	\$ 840
W-8	Water Well No.8		7442 Lubec St.	\$ 42	\$ 504
W-10	Water Well No.10		10100 Haledon Ave.	\$ 70	\$ 840
W-11	Water Well No.11		10219 Bellman Ave.	\$ 85	\$ 1,020
W-12	Water Well No.12		10221 Lesterford Ave.	\$ 85	\$ 1,020
W-13	Water Well No.13		7346 Irvinggrove Dr. (Alley)	\$ 42	\$ 504
W-17	Water Well No.17		7237 Pellet St.	\$ 85	\$ 1,020
W-19	Water Well No.19		11523 Dolan Ave. (Dolan Yard)	\$ 42	\$ 504
W-20	Water Well No.20		7219 Adwen St.	\$ 85	\$ 1,020
W-23	Water Well No.23		8201 Stewart & Gray Road	\$ 85	\$ 1,020
W-24	Water Well No.24		9633 Washburn Road	\$ 115	\$ 1,380
W-25	Water Well No.25		12120 Downey Ave.	\$ 32	\$ 384
W-26	Water Well No.26		7459 Rundell St.	\$ 65	\$ 780
W-27	Water Well No.27		7926 Springer St.	\$ 120	\$ 1,440
W-28	Water Yard		9252 Stewart & Gray Rd.	\$ 45	\$ 540
W-29	Sewer Easement		Unimproved Alley S/O Cheddar St. E/O Dunrobin Ave.	\$ 120	\$ 1,440
W-30	Sewer Easement		Unimproved Alley S/O Cheddar St. E/O Eastbrook Ave.	\$ 120	\$ 1,440
TOTAL CATEGORY V – WATER WELL SITES & FACILITIES				\$ 1,478	\$ 17,736
GRAND TOTAL CATEGORIES I THRU V:				\$ 23,680	\$ 284,160

CHANGES TO SCOPE OF RECURRING MAINTENANCE SERVICES

Unit Prices stated below shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work, including the SERVICE PROVIDER's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean-up and all other items incidental to the work. Measurement of areas shall include the gross aggregate square footage of measured from curb face to curb face for medians and frontage road islands, curb face to face of wall/fence for parkways, and includes the vertical surface area of vine cover on walls and fences.

SERVICE PROVIDER shall be responsible to dedicate additional labor and equipment resources as necessary to ensure added work areas receive the same level of care as original work areas in accordance with the requirements of the Agreement.

Description	Monthly Price	Unit
Add or Deduct Landscaped Medians (Type A) - predominantly turf, with hardscape and shrub pockets. (Similar to M-1.01 to M-1.03, M-1.21 to M-1.27, M-2.01 to M-2.17, M-4.01 to M-4.10). Unit cost is for aggregate area in square feet.	\$ 0.17	Square Foot
Add or Deduct Landscaped Medians (Type B) - predominantly shrubs, perennials, ground cover and mulch, some hardscape. (Similar to M-1.04 to M-1.20, M-6.01 to M-6.06)	\$ 0.10	Square Foot
Add or Deduct Landscaped Medians (Type C) - predominately turf swale with shrubs, perennials, ground cover and mulch, some hardscape. (Similar to M-7.02 to M-7.05 and M-13.01 to M-13.02)	\$ 0.10	Square Foot
Add or Deduct Parkways (Type A) - predominantly turf, hardscape and shrub pockets. (Similar to P-4.01, P-9.01 to P-9.05)	\$ 0.17	Square Foot
Add or Deduct Parkways (Type B) - predominantly shrubs, perennials, ground cover and mulch, some hardscape. (Similar to P-2.01, P-3.04 to P-3.06, P-3.08, P-10.03, P-21.01)	\$ 0.17	Square Foot
Add or Deduct Parkways (Type C) - predominantly large shrubs forming screen planting. (Similar to P-2.03 to P-2.05, P-10.04 to P-10.09, P-17.01)	\$ 0.13	Square Foot
Add or Deduct Parking Lots - predominantly shrubs, perennials, ground cover and mulch. (Similar to PK-1 to PK-4)	\$ 0.07	Square Foot
Add or Deduct Mini-Parks - predominantly turf, hardscape and shrub pockets. (Similar to PK-6 to PK-9)	\$ 0.17	Square Foot
Add or Deduct Soundwalls - predominantly vines, shrubs, perennials, ground cover and mulch. Measurement includes surface area of wall, plus area of ground plane. (Similar to S-1.01 to S-1.05, S-5.04, S-5.05, S-11.02)	\$ 0.21	Square Foot
Add or Deduct Turf Areas	\$ 0.19	Square Foot
Add or Deduct Planted Areas (shrubs, perennials, groundcover, cover mulch)	\$ 0.10	Square Foot
Add or Deduct Annual Color Areas	\$ 0.11	Square Foot
Add or Deduct Hardscape Areas (concrete, asphalt, pavers, decomposed granite, etc.)	\$ 0.06	Square Foot

Respectfully submitted:


Signature

1234. N. Blue Green Anaheim CA 92806
Address

President
Title

11/14/2019
Date

C27: 985245
Contractors License Number

July 2020
Date of Expiration

(Seal – if Bid is by a Corporation)

Attest

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.

By: Michael Garibay
Authorized Signatory (Print Name)

By: 
Authorized Signatory (Signature)

Date: 11/14/2019

NONCOLLUSION AFFIDAVIT

State of California)

County of Los Angeles) ss.

Michael Garibay, being first duly sworn, deposes and says: That he or she is
Name: President of Landscape West Management Services, Inc. the party making the foregoing bid;
Title: President Company Name

that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive of sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER: Landscape West Management Services, Inc.

By: Michael Garibay

Title: President

State of California County of Orange

On Nov 14, 2019 before me, MT Garcia Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

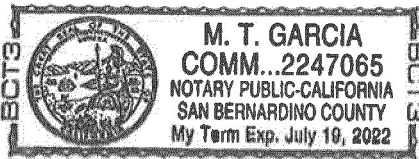
personally appeared Michael Garibay
NAME(S) SIGNER(S)

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

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

WITNESS my hand and official seal.

Signature MT Garcia
SIGNATURE OF NOTARY



(see Notary attachment)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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.

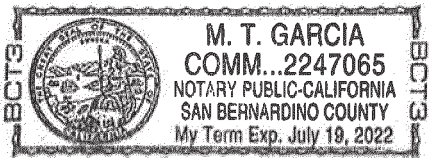
State of California
County of Orange

On Nov 14, 2019, before me, MT Garcia, Notary Public

personally appeared Michael Gavibay

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

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



WITNESS my hand and official seal.

SIGNATURE M T Garcia

PLACE NOTARY SEAL ABOVE

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

Description of attached document

Title or type of document: Noncollusion Affidavit

Document Date: Nov 14, 2019 Number of Pages: _____

Signer(s) Other than Named Above: _____

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT No. 1 ("Amendment") is entered into this 20th day of September, 2022, by and between the City of Downey, a California municipal corporation and charter city ("City") with its principal place of business at 11111 Brookshire Avenue, Downey, CA 90241 and Landscape West Management Services, Inc., a California Corporation ("Contractor") with its principal place of business at 1234 North Gum Street, Anaheim, CA 92806. City and Contractor are sometimes individually referred to as the "Party" and collectively as the "Parties".

WHEREAS, City and Contractor entered into a Professional Services Agreement ("Agreement") on August 25, 2020 for on-street landscape maintenance services as more specifically described in the Agreement; and

WHEREAS, the parties desire to make certain amendments to the Agreement as set forth herein; and

WHEREAS, the Parties intend to be bound by the terms and provisions of the Agreement as it is amended herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

Section 1. **AMENDMENT(S).**

A. City and Contractor hereby amend Section 1.2 of the Agreement to read as follows:

"The Initial Term of this Agreement shall be from October 1, 2020 to September 30, 2023, unless earlier terminated as provided herein. Service Provider shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. City reserves the right to extend the term ("Extended Term") annually for a maximum of three (3) one-year periods, commencing October 1, 2022 and ending September 30, 2025, subject to City Manager approval. The City Manager has approved an Extended Term under this agreement for an additional one (1) year period, commencing October 1, 2022, and ending September 30, 2023. Notwithstanding any other terms and provisions of this Agreement, City reserves the right to terminate this Contract with or without cause at any time during this Contract by serving a thirty (30) days' written notice of such termination upon Service Provider."

B. Pursuant to Section 6 of the Agreement and the administrative approval of the Director of Public Works, City and Contractor hereby amend the Agreement by replacing Exhibit A ("Fee Schedule") with a new "Exhibit "A" which is attached hereto and incorporated herein by reference.

Section 2. The rights, obligations and fees of the Parties under the Agreement shall not otherwise be amended, altered or revised except as expressly provided for herein and all other terms of the Agreement shall remain in full force and effect.

Section 3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

TO EFFECTUATE THIS AMENDMENT, the Parties have caused their duly authorized representatives to execute this Amendment to the Agreement on the dates set forth below.

City: City of Downey

Contractor: Landscape West Management Services, Inc.

By: Mark Scott
Mark Scott, Interim City Manager

By: Michael Garibay
Michael Garibay, President

Date: 9-28-22

Date: 9/20/22

ATTEST:

By: Maria A. Duarte
City Clerk

APPROVED AS TO FORM:

By: Moselle fm Lauren Langer
Interim City Attorney

ATTACHMENT 1

COMPENSATION

EXHIBIT A - FEE SCHEDULE DECEMBER 1, 2022 TO NOVEMBER 30, 2023**RECURRING MAINTENANCE SERVICES****CATEGORY I- MEDIANS**

Site #	Description	Location / Limits	Monthly Price	Annual Price
M-1.01	Lakewood Blvd.	Century Blvd. To Rosecrans Ave.	\$ 42.40	\$ 508.80
M-1.02	Lakewood Blvd.	Rosecrans Ave. To Deming Ave.	\$ 249.10	\$ 2,989.20
M-1.03	Lakewood Blvd.	Deming Ave. To Gardendale St.	\$ 164.30	\$ 1,971.60
M-1.04	Lakewood Blvd. (Ivy)	Gardendale St. To I-105 Fwy	\$ 41.34	\$ 496.08
M-1.05	Lakewood Blvd. (Ivy)	I-105 Fwy. To Imperial Hwy.	\$ 206.70	\$ 2,480.40
M-1.05A	Lakewood Blvd.	Triangle at Imperial Hwy. Int.	\$ 164.30	\$ 1,971.60
M-1.06	Lakewood Blvd. (Ivy)	Imperial Hwy. To Donovan/Rose Ave.	\$ 164.30	\$ 1,971.60
M-1.07	Lakewood Blvd. (Ivy)	Donovan/Rose Ave. To Columbia Wy.	\$ 82.68	\$ 992.16
M-1.08	Lakewood Blvd.	Downey Studios To Alameda St.	\$ 82.68	\$ 992.16
M-1.09	Lakewood Blvd.	Alameda St. To Downey Landing	\$ 207.76	\$ 2,493.12
M-1.10	Lakewood Blvd.	Downey Landing To Stewart & Gray Rd.	\$ 82.68	\$ 992.16
M-1.11	Lakewood Blvd.	Stewart & Gray Rd. To Cleta St.	\$ 124.02	\$ 1,488.24
M-1.12	Lakewood Blvd.	Cleta St. To Bellflower Blvd.	\$ 82.68	\$ 992.16
M-1.13	Lakewood Blvd.	Bellflower Blvd. To Firestone Blvd.	\$ 82.68	\$ 992.16
M-1.14	Lakewood Blvd.	Firestone Blvd. To 3rd/Stonewood St.	\$ 82.68	\$ 992.16
M-1.15	Lakewood Blvd.	3rd/Stonewood St. To 5th/Cecilia St.	\$ 82.68	\$ 992.16
M-1.16	Lakewood Blvd.	5th/Cecilia St. To Muller St.	\$ 82.68	\$ 992.16
M-1.17	Lakewood Blvd.	Muller St. To Cherokee Dr.	\$ 82.68	\$ 992.16
M-1.18	Lakewood Blvd.	Cherokee Dr. To Median Break 510' N/O Cherokee Dr. (Post Office Dwy.)	\$ 82.68	\$ 992.16
M-1.19	Lakewood Blvd.	510' N/O Cherokee Dr. (Post Office Dwy.) To 500' S/O Florence Ave. (Pep Boys Dwy.)	\$ 82.68	\$ 992.16
M-1.20	Lakewood Blvd.	500' S/O Florence Ave. (Pep Boys Dwy.) To Florence Ave.	\$ 82.68	\$ 992.16
M-1.21	Lakewood Blvd.	Florence Ave. To 550' N/O Florence Ave.	\$ 82.68	\$ 992.16
M-1.22	Lakewood Blvd.	435' S/O Lubec St. To Median Break 470' N/O Lubec St.	\$ 82.68	\$ 992.16
M-1.23	Lakewood Blvd.	Median Break 470' N/O Lubec St. To Gallatin Rd.	\$ 82.68	\$ 992.16
M-1.24	Lakewood Blvd.	Gallatin Rd. To Median Break 470' N/O Gallatin Rd. (Ralphs Dwy)	\$ 82.68	\$ 992.16
M-1.25	Lakewood Blvd.	Median Break 470' N/O Gallatin Rd. (Ralphs Dwy) To I-5 S/B Off-Ramp	\$ 41.34	\$ 496.08
M-1.26	Lakewood Blvd.	I-5 S/B Off-Ramp To I-5 N/B On-Ramp	\$ 41.34	\$ 496.08
M-1.27	Lakewood Blvd.	I-5 N/B On-Ramp To Telegraph Rd.	\$ 82.68	\$ 992.16
M-2.01	Firestone Blvd.	West City Limits To Andrews Ln.	\$ 50.00	\$ 600.00
M-2.02	Firestone Blvd.	Andrews Ln. To Ryerson Ave.	\$ 150.00	\$ 1,800.01
M-2.02.1	Firestone Blvd.	Ryerson Ave. To Arnett St.	\$ 300.00	\$ 3,600.01
M-2.02.2	Firestone Blvd.	Arnett St. To Old River School Rd.	\$ 50.00	\$ 600.00
M-2.03	Firestone Blvd.	Old River School Rd. To Pomeroy Rd.	\$ 42.40	\$ 508.80
M-2.03.1	Firestone Blvd.	Triangle at NE cor Old River School Rd. int.	\$ 42.40	\$ 508.80
M-2.03.2	Firestone Blvd.	Pomeroy Rd. To Wiley Burke Ave.	\$ 423.04	\$ 5,076.48

CATEGORY I- MEDIANS

Site #	Description	Location / Limits	Monthly Price	Annual Price
M-2.03.3	Firestone Blvd.	Wiley Burke Ave. To Rives Ave.	\$ 423.04	\$ 5,076.48
M-2.03.4	Firestone Blvd.	Rives Ave. To Paramount Blvd.	\$ 423.04	\$ 5,076.48
M-2.03.5	Firestone Blvd.	Paramount Blvd. To Myrtle St.	\$ 423.04	\$ 5,076.48
M-2.04	Firestone Blvd.	Myrtle St. To La Reina Ave.	\$ 42.40	\$ 508.80
M-2.05	Firestone Blvd.	La Reina Ave. To Downey Ave.	\$ 42.40	\$ 508.80
M-2.06	Firestone Blvd.	Downey Ave. To Dolan Ave.	\$ 42.40	\$ 508.80
M-2.07	Firestone Blvd.	Dolan Ave. To Brookshire Ave.	\$ 42.40	\$ 508.80
M-2.08	Firestone Blvd.	Brookshire Ave. To Patton Rd.	\$ 42.40	\$ 508.80
M-2.08.1	Firestone Blvd.	Patton Rd. To Marbel Ave.	\$ 423.04	\$ 5,076.48
M-2.09	Firestone Blvd.	Marbel Ave. To Lakewood Blvd.	\$ 42.40	\$ 508.80
M-2.10	Firestone Blvd.	Lakewood Blvd. To Median Break (640' E/O Lakewood Blvd.)	\$ 42.40	\$ 508.80
M-2.11	Firestone Blvd.	Median Break (640' E/O Lakewood Blvd.) To Stonewood Entrance	\$ 42.40	\$ 508.80
M-2.12	Firestone Blvd.	Stonewood Entrance To Woodruff Ave. (N)	\$ 42.40	\$ 508.80
M-2.13	Firestone Blvd.	Woodruff Ave. (N) To Woodruff Ave. (S)	\$ 42.40	\$ 508.80
M-2.14	Firestone Blvd.	Woodruff Ave. (S) To Pangborn Ave.	\$ 82.68	\$ 992.16
M-2.15	Firestone Blvd.	Pangborn Ave. To Stewart & Gray Rd.	\$ 41.34	\$ 496.08
M-2.16	Firestone Blvd.	Stewart & Gray Rd. To Median Break 495' E/O Stewart & Gray Rd.	\$ 41.34	\$ 496.08
M-2.17A	Firestone Blvd.	Triangle 545' E/O Stewart & Gray Rd.	\$ 41.34	\$ 496.08
M-2.17	Firestone Blvd.	Median Break 580' E/O Stewart & Gray Rd. To San Gabriel Channel Bridge	\$ 41.34	\$ 496.08
M-3.01	Rives Ave.	2nd St. to 3rd St.	\$ 18.02	\$ 216.24
M-3.02	Rives Ave.	3rd St. to 4th Pl.	\$ 18.02	\$ 216.24
M-3.03	Rives Ave.	4 th Pl. to 4 th St. / Fostoria St.	\$ 18.02	\$ 216.24
M-4.01	Paramount Blvd.	Gardendale St. To Puritan Ave.	\$ 165.36	\$ 1,984.32
M-4.02	Paramount Blvd.	Puritan Ave. To Comolette St.	\$ 82.68	\$ 992.16
M-4.03	Paramount Blvd.	Comolette St. To Borson St.	\$ 165.36	\$ 1,984.32
M-4.04	Paramount Blvd.	Borson St. To Imperial Hwy.	\$ 82.68	\$ 992.16
M-4.05	Paramount Blvd.	Imperial Hwy. To Leeds St.	\$ 159.00	\$ 1,908.00
M-4.05.1	Paramount Blvd.	Leed St. To Quill Dr.	\$ 196.00	\$ 2,352.06
M-4.05.2	Paramount Blvd.	Quill Dr. To Conrad St.	\$ 270.00	\$ 3,240.04
M-4.05.3	Paramount Blvd.	Conrad St. To Orange St.	\$ 206.00	\$ 2,472.00
M-4.05.4	Paramount Blvd.	Orange St. To Alameda St.	\$ 238.00	\$ 2,856.02
M-4.05.5	Paramount Blvd.	Alameda St. To Albia St.	\$ 53.00	\$ 636.00
M-4.05.6	Paramount Blvd.	Albia St. To Cole St.	\$ 238.00	\$ 2,856.02
M-4.05.7	Paramount Blvd.	Cole St. To Stewart and Gray Rd.	\$ 265.00	\$ 3,180.00
M-4.05.8	Paramount Blvd.	Stewart and Gray Rd. to De Palma St.	\$ 318.00	\$ 3,816.00
M-4.05.9	Paramount Blvd.	De Palma St. To Luxor St.	\$ 185.00	\$ 2,220.02
M-4.05.10	Paramount Blvd.	Luxor St. To Brookmill Rd.	\$ 170.00	\$ 2,040.03
M-4.05.11	Paramount Blvd.	Brookmill St. to Phlox St.	\$ 162.00	\$ 1,944.00
M-4.05.12	Paramount Blvd.	Phlox St. To UPRR Tracks	\$ 238.00	\$ 2,856.02
M-4.05.13	Paramount Blvd.	UPRR Tracks To Firestone Blvd.	\$ 318.00	\$ 3,816.00
M-4.05.14	Paramount Blvd.	Firestone Blvd. To 3rd St.	\$ 397.00	\$ 4,764.02
M-4.05.15	Paramount Blvd.	3rd St. to 4th Pl.	\$ 95.00	\$ 1,139.97

CATEGORY I- MEDIANS

Site #	Description	Location / Limits	Monthly Price	Annual Price
M-4.05.16	Paramount Blvd.	4th Pl. To 5th St.	\$ 344.00	\$ 4,128.02
M-4.05.17	Paramount Blvd.	5th St. To 7th St.	\$ 318.00	\$ 3,816.00
M-4.05.18	Paramount Blvd.	7th St. To Farm St.	\$ 408.00	\$ 4,896.06
M-4.05.19	Paramount Blvd.	Farm St. To Irvingrove Dr.	\$ 307.00	\$ 3,683.97
M-4.05.20	Paramount Blvd.	Irvingrove Dr. To Baysinger St.	\$ 320.00	\$ 3,840.04
M-4.05.21	Paramount Blvd.	Baysinger St. to Florence Ave.	\$ 294.00	\$ 3,528.02
M-4.06	Paramount Blvd.	Florence Ave. To Median Break At Fire Station	\$ 82.68	\$ 992.16
M-4.07	Paramount Blvd.	Median Break At Fire Station To Lubec St.	\$ 82.68	\$ 992.16
M-4.08	Paramount Blvd.	Lubec St. To Suva St.	\$ 124.02	\$ 1,488.24
M-4.09	Paramount Blvd.	Suva St. To Gallatin Rd.	\$ 124.02	\$ 1,488.24
M-4.10	Paramount Blvd.	Gallatin Rd. To I-5 Fwy. On Ramp	\$ 82.68	\$ 992.16
M-5.01	Downey Ave.	Triangle @ Dempster Ave.	\$ 42.40	\$ 508.80
M-5.02	Downey Ave.	UPRR to Nance St.	\$ 18.02	\$ 216.24
M-5.03	Downey Ave.	Nance St. to Firestone Blvd.	\$ 18.02	\$ 216.24
M-5.04	Downey Ave.	Triangle @ New St./ 6 th St.	\$ 18.02	\$ 216.24
M-6.00	Bellflower Blvd.	Dalen St. To Imperial Hwy	\$ 63.60	\$ 763.20
M-6.01	Bellflower Blvd.	Imperial Hwy. To Median Break 640' N/O Imperial Hwy.(Kaiser Hospital Entrance)	\$ 63.60	\$ 763.20
M-6.02	Bellflower Blvd.	Median Break 640' N/O Imperial Hwy.(Kaiser Hospital Entrance) To Cong. Steve Horn Way	\$ 63.60	\$ 763.20
M-6.03	Bellflower Blvd.	Cong. Steve Horn Way To Apollo Way	\$ 63.60	\$ 763.20
M-6.04	Bellflower Blvd.	Apollo Way To Washburn Rd.	\$ 63.60	\$ 763.20
M-6.05	Bellflower Blvd.	Washburn Rd. To Elm Vista Dr.	\$ 63.60	\$ 763.20
M-6.06	Bellflower Blvd.	Elm Vista Dr. to Stewart & Gray Rd.	\$ 63.60	\$ 763.20
M-7.02	Cong. Steve Horn Way	Caring Wy. to Kaiser Driveway	\$ 82.68	\$ 992.16
M-7.03	Cong. Steve Horn Way	Kaiser Driveway to Kaiser Driveway (3-way Stop)	\$ 265.00	\$ 3,180.00
M-7.04	Cong. Steve Horn Way	Kaiser Driveway (3-way Stop) to Bellflower Blvd.	\$ 265.00	\$ 3,180.00
M-7.05	Cong. Steve Horn Way	Bellflower Blvd. to Public Works Yard	\$ 63.60	\$ 763.20
M-8.01	Florence Ave.	West City Limits To 375' Easterly	\$ 63.60	\$ 763.20
M-8.02	Florence Ave.	Little Lake Rd / I-605 Fwy. Off Ramp To Studebaker Rd.	\$ 26.50	\$ 318.00
M-9.01	Stewart & Gray Rd.	Regentview Ave. to Firestone Blvd.	\$ 47.70	\$ 572.40
M-9.02	Stewart & Gray Rd.	Triangle S/O Firestone Blvd.	\$ 19.08	\$ 228.96
M-10.01	Lindell Ave.	Triangle S/O Telegraph Rd.	\$ 37.10	\$ 445.20
M-11.01	Imperial Hwy.	160' W/O Ryerson Ave. To Old River School Rd.	\$ 68.90	\$ 826.80
M-11.02	Imperial Hwy.	Old River School Rd. To Rives Ave.	\$ 198.22	\$ 2,378.64
M-11.03	Imperial Hwy.	Rives Ave. To Smallwood Ave (S)	\$ 84.80	\$ 1,017.60
M-11.04	Imperial Hwy.	Smallwood Ave (S) To Smallwood Ave (N)	\$ 31.80	\$ 381.60
M-11.05	Imperial Hwy.	Smallwood Ave (N) To 145' E/O Smallwood Ave (N)	\$ 31.80	\$ 381.60
M-11.06	Imperial Hwy.	370' W/O Paramount Blvd. To Paramount Blvd.	\$ 37.10	\$ 445.20
M-11.07	Imperial Hwy.	Paramount Blvd. To Citizenship Ct.	\$ 37.10	\$ 445.20
M-11.08	Imperial Hwy.	Citizenship Ct. To Downey Ave.	\$ 41.34	\$ 496.08
M-11.09	Imperial Hwy.	Downey Ave. To Dolan Ave.	\$ 37.10	\$ 445.20
M-11.10	Imperial Hwy.	Dolan Ave. To Brookshire Ave.	\$ 37.10	\$ 445.20
M-11.11	Imperial Hwy.	Brookshire Ave. To Barlin Ave.	\$ 127.20	\$ 1,526.40

CATEGORY I - MEDIANS

Site #	Description	Location / Limits	Monthly Price	Annual Price
M-11.12	Imperial Hwy.	Barlin Ave. To Lakewood Blvd.	\$ 127.20	\$ 1,526.40
M-11.13	Imperial Hwy.	Lakewood Blvd. To Columbia Wy.	\$ 127.20	\$ 1,526.40
M-11.14	Imperial Hwy.	Columbia Wy. To Ardis Ave./Caring Wy.	\$ 127.20	\$ 1,526.40
M-11.15	Imperial Hwy.	Ardis Ave/Caring Wy To Kaiser Hosp Entr	\$ 41.34	\$ 496.08
M-11.16	Imperial Hwy.	Kaiser Hospital Entrance To Bellflower Blvd.	\$ 164.30	\$ 1,971.60
M-11.17	Imperial Hwy.	Bellflower Blvd. To Adenmoor Ave.	\$ 18.02	\$ 216.24
M-11.18	Imperial Hwy.	Adenmoor Ave. To Dunrobin Ave.	\$ 82.68	\$ 992.16
M-11.19	Imperial Hwy.	Dunrobin Ave. To Benedict Ave.	\$ 82.68	\$ 992.16
M-11.20	Imperial Hwy.	Benedict Ave. To Woodruff Ave.	\$ 82.68	\$ 992.16
M-11.21	Imperial Hwy.	Woodruff Ave. To San Gabriel Channel	\$ 165.36	\$ 1,984.32
M-12.01	Studebaker Rd.	235' S/O Benfield Ave. to Benfield Ave.	\$ 42.40	\$ 508.80
M-13.01	Caring Wy.	Imperial Hwy. to Kaiser Hosp Entrance	\$ 206.70	\$ 2,480.40
M-13.02	Caring Wy.	Kaiser Hosp Entrance to Cong Steve Horn Wy	\$ 206.70	\$ 2,480.40
M-14.06	Columbia Wy.	S/S Lakewood Blvd Intersection	\$ 18.02	\$ 216.24
M-14.06A	Columbia Wy.	S/S Lakewood Blvd Intersection	\$ 18.02	\$ 216.24
M-15.01	Telegraph Road	Rio Hondo Channel to Industry Ave.	\$ 332.00	\$ 3,984.03
M-15.02	Telegraph Road	Tweedy Ln to Lowman Ave.	\$ 89.00	\$ 1,067.97
M-15.03	Telegraph Road	Lowman Ave. to Paramount Blvd.	\$ 236.99	\$ 2,843.94
M-15.04	Telegraph Road	Paramount Blvd. to Fernandel Ave.	\$ 116.00	\$ 1,391.95
M-15.05	Telegraph Road	Fernandel Ave. Birchbark Ave.	\$ 30.00	\$ 359.98
M-15.06	Telegraph Road	Birchbark Ave. to Stamps Rd.	\$ 289.99	\$ 3,479.94
M-15.07	Telegraph Road	Stamps Rd. to Lakewood Blvd.	\$ 463.00	\$ 5,555.97
M-15.08	Telegraph Road	Lakewood Blvd. to Arrington Ave.	\$ 252.10	\$ 3,025.20
M-15.09	Telegraph Road	Arrington Ave. to Arrington Ave.	\$ 252.10	\$ 3,025.20
M-15.10	Telegraph Road	Arrington Ave. to Serapis Ave.	\$ 252.10	\$ 3,025.20
M-15.11	Telegraph Road	Serapis to Chaney Ave.	\$ 252.10	\$ 3,025.20
M-15.12	Telegraph Road	Chaney Ave. to Passons Blvd.	\$ 252.10	\$ 3,025.20
M-15.13	Telegraph Road	Passons Blvd. to Cord Ave.	\$ 115.00	\$ 1,379.99
M-15.14	Telegraph Road	Cord Ave. Hasty Ave.	\$ 239.00	\$ 2,867.98
M-15.15	Telegraph Road	Hasty Ave. to Klinedale ave.	\$ 392.00	\$ 4,703.98
M-15.16	Telegraph Road	Klinedale Ave. to True Ave.	\$ 309.00	\$ 3,708.01
M-15.17	Telegraph Road	True Ave. to San Gabriel River	\$ 34.00	\$ 408.06
M-15.18	Telegraph Frontage Road South	Songfest Dr. to True Ave.	\$ 652.00	\$ 7,823.94
M-15.19	Telegraph Frontage Road North	Tweedy Ln. to Paramount Blvd.	\$ 376.00	\$ 4,512.04
M-15.20	Telegraph Frontage Road North	Paramount Blvd. to Fernandel Ave.	\$ 150.00	\$ 1,800.01
M-15.21	Telegraph Frontage Road North	Fernandel Ave. Birchbark Ave.	\$ 40.00	\$ 480.05
M-15.22	Telegraph Frontage Road North	Hasty Ave. to 145 feet east of Hasty Ave.	\$ 58.00	\$ 696.04
M-15.23	Telegraph Frontage Road North	130 ft west of Songfest Dr. to Klinedale Ave.	\$ 144.01	\$ 1,728.14
TOTAL CATEGORY I - MEDIANS			\$ 21,801.13	\$ 261,613.55

RECURRING MAINTENANCE SERVICES

CATEGORY II - PARKWAYS

Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-2.01	W/S	Lakewood Blvd.	Gardendale St to Priscilla St	\$ 31.80	\$ 381.60
P-2.02	E/S	Lakewood Blvd.	Gardendale St to Priscilla St (Downey Cemetery frontage)	\$ 31.80	\$ 381.60
P-2.03	W/S	Lakewood Blvd.	12731 Lakewood Blvd to Dalen St	\$ 31.80	\$ 381.60
P-2.04	E/S	Lakewood Blvd.	Priscilla St to 315' North (South Driveway for 12852 Lakewood Blvd)	\$ 21.20	\$ 254.40
P-2.05	W/S	Lakewood Blvd.	Dalen St to Imperial Hwy	\$ 79.50	\$ 954.00
P-2.06	E/S	Lakewood Blvd.	Adoree St to Imperial Hwy	\$ 47.70	\$ 572.40
P-2.07	W/S	Lakewood Blvd.	Side of 8742 Meadow Rd	\$ 47.70	\$ 572.40
P-2.08	E/S	Lakewood Blvd.	Imperial Hwy to Rose Ave	\$ 47.70	\$ 572.40
P-2.09	W/S	Lakewood Blvd.	Meadow Rd to Donovan Ave	\$ 27.56	\$ 330.72
P-2.10	E/S	Lakewood Blvd.	Rose Ave to Columbia Wy	\$ 21.20	\$ 254.40
P-2.11	W/S	Lakewood Blvd.	Donovan Ave to Alameda St	\$ 19.08	\$ 228.96
P-2.12	E/S	Lakewood Blvd.	Downey Studios Intersection To S/S Downey Landing Shopping Center Property	\$ 84.80	\$ 1,017.60
P-2.13	W/S	Lakewood Blvd.	Alameda St to Stewart & Gray Rd	\$ 30.74	\$ 368.88
P-2.15	W/S	Lakewood Blvd.	Stewart & Gray Rd to Buckles St	\$ 42.40	\$ 508.80
P-2.17	W/S	Lakewood Blvd.	Buckles St to Cleta St	\$ 15.90	\$ 190.80
P-2.19	W/S	Lakewood Blvd.	Cleta St to Coca Cola Driveway	\$ 21.20	\$ 254.40
P-2.20	E/S	Lakewood Blvd.	Stewart & Gray Rd to Buckles St	\$ 21.20	\$ 254.40
P-2.21	W/S	Lakewood Blvd.	Coca Cola Driveway to UPRR	\$ 21.20	\$ 254.40
P-2.22	E/S	Lakewood Blvd.	Buckles St to Hall Rd	\$ 21.20	\$ 254.40
P-2.23	W/S	Lakewood Blvd.	Lakewood side of 8764 Firestone Blvd	\$ 10.60	\$ 127.20
P-2.24	E/S	Lakewood Blvd.	Hall Rd to Bellflower Blvd	\$ 15.90	\$ 190.80
P-2.25	W/S	Lakewood Blvd.	Firestone Blvd to 3 rd St	\$ 21.20	\$ 254.40
P-2.26	E/S	Lakewood Blvd.	Margaret St to UPRR	\$ 15.90	\$ 190.80
P-2.27	W/S	Lakewood Blvd.	3 rd St to 5 th St	\$ 15.90	\$ 190.80
P-2.28	E/S	Lakewood Blvd.	UPRR to Firestone Blvd	\$ 19.08	\$ 228.96
P-2.29	W/S	Lakewood Blvd.	5 th St to 6 th St	\$ 15.90	\$ 190.80
P-2.30	E/S	Lakewood Blvd.	Firestone Blvd to Stonewood St	\$ 21.20	\$ 254.40
P-2.31	W/S	Lakewood Blvd.	6 th St to 7 th St	\$ 15.90	\$ 190.80
P-2.32	E/S	Lakewood Blvd.	Stonewood St to Cecilia St	\$ 15.90	\$ 190.80
P-2.33	W/S	Lakewood Blvd.	7 th St to Cherokee St	\$ 19.08	\$ 228.96
P-2.34	E/S	Lakewood Blvd.	Cecilia St to Muller St	\$ 30.74	\$ 368.88
P-2.35	W/S	Lakewood Blvd.	Cherokee St to Driveway (10303 Lakewood Blvd)	\$ 15.90	\$ 190.80
P-2.36	E/S	Lakewood Blvd.	Muller St to Gotham St	\$ 19.08	\$ 228.96
P-2.37	W/S	Lakewood Blvd.	Driveway (10231 Lakewood Blvd) to Florence Ave	\$ 33.92	\$ 407.04
P-2.38	E/S	Lakewood Blvd.	Gotham St to Florence Ave	\$ 47.70	\$ 572.40
P-2.41	W/S	Lakewood Frontage Rd. / Tristan Dr.	Lubec St. To Dead End 375' N/O Lubec St.	\$ 42.40	\$ 508.80

CATEGORY II - PARKWAYS

Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-2.42	E/S	Lakewood Frontage Rd.	Dead End 560' S/O Lubec St. To Median Break (Un-irrigated Turf)	\$ 12.72	\$ 152.64
P-2.44	E/S	Lakewood Frontage Rd.	Median Break To Lubec St.	\$ 47.70	\$ 572.40
P-2.46	E/S	Lakewood Frontage Rd.	Lubec St. To Dead End 160' N/O Suva St.	\$ 93.28	\$ 1,119.36
P-3.01	N/S	Imperial Hwy.	Ryerson Ave to Old River School Rd	\$ 19.08	\$ 228.96
P-3.06	S/S	Imperial Hwy.	7878 Imperial Hwy to Paramount Blvd	\$ 19.08	\$ 228.96
P-3.07	N/S	Imperial Hwy.	Smallwood Ave to Paramount Blvd	\$ 19.08	\$ 228.96
P-3.08	S/S	Imperial Hwy.	Paramount Blvd to Alley W/O Brock Ave	\$ 10.60	\$ 127.20
P-3.09	N/S	Imperial Hwy.	Paramount Blvd to 8127 Imperial Hwy	\$ 25.44	\$ 305.28
P-3.10	S/S	Imperial Frontage Rd.	Alley W/O Brock Ave To Brock Ave.	\$ 21.20	\$ 254.40
P-3.11	N/S	Imperial Hwy.	8217 Imperial Hwy to Downey Ave	\$ 25.44	\$ 305.28
P-3.12	S/S	Imperial Frontage Rd.	Brock Ave. To Downey Ave.	\$ 14.84	\$ 178.08
P-3.13	N/S	Imperial Hwy.	Downey Ave to 8331Imperial Hwy	\$ 14.84	\$ 178.08
P-3.14	S/S	Imperial Hwy.	Downey Ave. To Dolan Ave.	\$ 93.28	\$ 1,119.36
P-3.15	N/S	Imperial Hwy.	8429 Imperial Hwy to Brookshire Ave	\$ 25.44	\$ 305.28
P-3.16	S/S	Imperial Frontage Rd.	Dolan Ave. To Brookshire Ave.	\$ 31.80	\$ 381.60
P-3.17	N/S	Imperial Hwy.	Brookshire Ave to 8509 Imperial Hwy	\$ 21.20	\$ 254.40
P-3.18	S/S	Imperial Frontage Rd.	Brookshire Ave. To Verdura Ave.	\$ 47.70	\$ 572.40
P-3.19	N/S	Imperial Hwy.	Fronting 8629 Imperial Hwy	\$ 15.90	\$ 190.80
P-3.19A	N/S	Imperial Hwy.	8731 Imperial Hwy to Lakewood Blvd	\$ 23.32	\$ 279.84
P-3.20	S/S	Imperial Frontage Rd.	Vendura Ave. To Alley E/O Verdura Ave.	\$ 19.08	\$ 228.96
P-3.21	N/S	Imperial Hwy.	Lakewood Blvd to Rose Ave	\$ 19.08	\$ 228.96
P-3.22	S/S	Imperial Hwy.	Alley E/O Verdura Ave to 8630 Imperial Hwy	\$ 14.84	\$ 178.08
P-3.23	N/S	Imperial Hwy.	Rose Ave to Columbia Wy	\$ 19.08	\$ 228.96
P-3.24	S/S	Imperial Hwy.	Barlin Ave to 8742 Imperial Hwy	\$ 19.08	\$ 228.96
P-3.24A	S/S	Imperial Hwy.	Right-turn Pocket Adjacent to PK-7	\$ 12.72	\$ 152.64
P-3.25	N/S	Imperial Hwy.	Columbia Wy to 9125 Imperial Hwy	\$ 19.08	\$ 228.96
P-3.25A	N/S	Imperial Hwy.	Parkway & Setback Fronting 9255 Imperial Hwy	\$ 19.08	\$ 228.96
P-3.26	S/S	Imperial Hwy.	Lakewood Blvd to Glenshire Rd	\$ 19.08	\$ 228.96
P-3.28	S/S	Imperial Hwy.	Glenshire Rd to Columbia Wy	\$ 21.20	\$ 254.40
P-3.30	S/S	Imperial Hwy.	Columbia Wy to 9112 Imperial Hwy	\$ 21.20	\$ 254.40
P-3.32	S/S	Imperial Hwy.	Fronting 9350 Imperial Hwy	\$ 10.60	\$ 127.20
P-3.33	N/S	Imperial Hwy.	Bellflower Blvd to Dunrobin Ave (less 9501 Imperial Hwy)	\$ 21.20	\$ 254.40
P-3.34	S/S	Imperial Hwy.	9518 Imperial Hwy to Adenmoor Ave	\$ 19.08	\$ 228.96
P-3.35	N/S	Imperial Hwy.	Side of 12456 Dunrobin Ave	\$ 23.32	\$ 279.84
P-3.35A	N/S	Imperial Hwy.	9731 Imperial Hwy	\$ 23.32	\$ 279.84
P-3.36	S/S	Imperial Hwy.	Fire Station No. 3 Frontage (9556 Imperial Hwy)	\$ 11.66	\$ 139.92

CATEGORY II - PARKWAYS

Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-3.37	N/S	Imperial Hwy.	9809 Imperial Hwy	\$ 15.90	\$ 190.80
P-3.37A	N/S	Imperial Hwy.	9825 Imperial Hwy to Woodruff Ave	\$ 20.14	\$ 241.68
P-3.39	N/S	Imperial Hwy.	Woodruff Ave To Frontage Rd Outlet	\$ 30.74	\$ 368.88
P-4.01	N/S	Foster Rd.	Fidler Ave. To Ardis Ave.	\$ 291.50	\$ 3,498.00
P-4.02	N/S	Foster Rd.	Faust Ave. To Carfax Ave.	\$ 96.46	\$ 1,157.52
P-5.01	N/S	3 rd St.	New St. To Downey Ave.	\$ 164.30	\$ 1,971.60
P-5.02	S/S	3 rd St.	New St. To Downey Ave.	\$ 164.30	\$ 1,971.60
P-5.03	N/S	3 rd St.	Downey Ave. To Civic Center Dr.	\$ 164.30	\$ 1,971.60
P-5.04	S/S	3 rd St.	Downey Ave. To Civic Center Dr.	\$ 164.30	\$ 1,971.60
P-6.01	N/S	Stewart & Gray Rd.	Lakewood Blvd. To Vultee Ave.	\$ 24.38	\$ 292.56
P-6.02	N/S	Stewart & Gray Rd.	Vultee Ave. To Corrigan Ave.	\$ 12.72	\$ 152.64
P-9.01	W/S	Paramount Blvd.	13007 Paramount Blvd	\$ 42.40	\$ 508.80
P-9.02	E/S	Paramount Blvd.	Gardendale St to Priscilla St	\$ 42.40	\$ 508.80
P-9.03	W/S	Paramount Blvd.	Consuelo St. To Puritan Ave.	\$ 42.40	\$ 508.80
P-9.04	E/S	Paramount Blvd.	Priscilla St to Cheyenne Ave	\$ 42.40	\$ 508.80
P-9.05	W/S	Paramount Blvd.	Puritan Ave. To Borson Ave.	\$ 42.40	\$ 508.80
P-9.06	E/S	Paramount Blvd.	Cheyenne Ave to Puritan Ave	\$ 42.40	\$ 508.80
P-9.07	W/S	Paramount Blvd.	Borson Ave. To Lyndora St.	\$ 42.40	\$ 508.80
P-9.08	E/S	Paramount Blvd.	Puritan Ave to Devinir Ave	\$ 42.40	\$ 508.80
P-9.09	W/S	Paramount Blvd.	Lyndora St. To 105' N/O Lyndora St.	\$ 42.40	\$ 508.80
P-9.10	E/S	Paramount Blvd.	Devinir Ave to Comolette St	\$ 6.36	\$ 76.32
P-9.12	E/S	Paramount Blvd.	Comolette St to Adoree St	\$ 6.36	\$ 76.32
P-9.14	E/S	Paramount Blvd.	Adoree St to Lyndora St	\$ 6.36	\$ 76.32
P-9.16	E/S	Paramount Blvd.	Lyndora St to Imperial Hwy	\$ 6.36	\$ 76.32
P-9.23	W/S	Paramount Blvd.	Quill Dr. To Springer St.	\$ 76.32	\$ 915.84
P-9.25	W/S	Paramount Blvd.	Springer St. To Melva St.	\$ 76.32	\$ 915.84
P-9.30	E/S	Paramount Frontage Rd	Brookgreen Rd to Vista Del Rosa St	\$ 51.94	\$ 623.28
P-9.32	E/S	Paramount Frontage Rd	Vista Del Rosa St to Dead End 340' North	\$ 51.94	\$ 623.28
P-10.01	S/S	Florence Ave./Florence Frontage Rd	170' W/O Julius Ave. To Wiley Burke Ave.	\$ 9.54	\$ 114.48
P-10.02	S/S	Florence Frontage Rd.	Wiley Burke Ave. To Hopeland Ave.	\$ 24.38	\$ 292.56
P-10.03	N/S	Florence Frontage Rd.	Belder Dr. To Birchdale Ave.	\$ 19.08	\$ 228.96
P-10.04	S/S	Florence Frontage Rd.	Eglise Ave. To Dead End 170' E/O Cord Ave.	\$ 24.38	\$ 292.56
P-10.05	S/S	Florence Frontage Rd.	Dead End 285' W/O Casanes Ave To Casanes Ave.	\$ 12.72	\$ 152.64
P-10.06	N/S	Florence Frontage Rd.	Sideview Dr. To Mattock Ave.	\$ 89.04	\$ 1,068.48
P-10.07	S/S	Florence Frontage Rd.	Casanes Ave. To Dead End 160' E/O Casanes Ave.	\$ 12.72	\$ 152.64

CATEGORY II - PARKWAYS

Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-10.08	S/S	Florence Frontage Rd.	Pangborn Ave. To Newville Ave.	\$ 53.00	\$ 636.00
P-10.09	N/S	Florence Frontage Rd & Embankment	Mattock Ave. To San Gabriel Channel	\$ 63.60	\$ 763.20
P-10.10	S/S	Florence Ave.	Newville Ave. To Lesterford Ave. (excludes 10225 Florence frontage)	\$ 12.72	\$ 152.64
P-10.11	S/S	Florence Ave.	Lesterford Ave. To San Gabriel Channel	\$ 44.52	\$ 534.24
P-11.01	W/S	Downey Ave.	Nance St. To Firestone Blvd.	\$ 159.00	\$ 1,908.00
P-11.02	E/S	Downey Ave.	UPRR To Firestone Blvd.	\$ 159.00	\$ 1,908.00
P-11.03	W/S	Downey Ave.	Firestone Blvd. To 2nd St.	\$ 159.00	\$ 1,908.00
P-11.04	E/S	Downey Ave.	Firestone Blvd. To 2nd St. (Includes Pedestrian Alley From Downey Ave To Pk-1)	\$ 159.00	\$ 1,908.00
P-11.05	W/S	Downey Ave.	2nd St. To 3rd St.	\$ 265.00	\$ 3,180.00
P-11.06	E/S	Downey Ave.	2nd St. To 3rd St.	\$ 265.00	\$ 3,180.00
P-11.07	W/S	Downey Ave.	3rd St. To 4th St.	\$ 265.00	\$ 3,180.00
P-11.08	E/S	Downey Ave.	3rd St. To Church Driveway	\$ 265.00	\$ 3,180.00
P-11.09	W/S	Downey Ave.	4th St. To 5th St.	\$ 265.00	\$ 3,180.00
P-11.10	E/S	Downey Ave.	Church Driveway to La Villa St.	\$ 185.50	\$ 2,226.00
P-11.12	E/S	Downey Ave.	La Villa St. To 5th St.	\$ 185.50	\$ 2,226.00
P-13.01	W/S	Bellflower Blvd.	Congressman Steve Horn Way (CSHW) To Driveway 480' N/O CSHW	\$ 185.50	\$ 2,226.00
P-13.03	W/S	Bellflower Blvd.	Driveway 480' N/O CSHW To Washburn Rd.	\$ 185.50	\$ 2,226.00
P-13.05	W/S	Bellflower Blvd.	Washburn Rd. To Driveway (108' S/O Elm Vista Dr.)	\$ 265.00	\$ 3,180.00
P-13.06	E/S	Bellflower Blvd.	Washburn Rd. To Elm Vista Dr.	\$ 185.50	\$ 2,226.00
P-13.07	W/S	Bellflower Blvd.	Driveway (108' S/O Elm Vista Dr.) To Stewart & Gray Rd.	\$ 318.00	\$ 3,816.00
P-13.08	E/S	Bellflower Blvd.	Elm Vista Dr. To Stewart & Gray Rd.	\$ 238.50	\$ 2,862.00
P-15.01	W/S	Rivergrove Dr.	Foster Bridge Rd. To Glenciff Dr.	\$ 9.54	\$ 114.48
P-15.02	E/S	Rivergrove Dr.	Foster Bridge Rd. To 7802 Glenciff Dr. (Slope)	\$ 9.54	\$ 114.48
P-15.03	E/S	Bluff Rd.	Suva St. To Park Entrance	\$ 26.50	\$ 318.00
P-17.01	N/S	Rosecrans Frontage Rd.	Castana Ave. To Deming Ave.	\$ 63.60	\$ 763.20
P-18.01	E/S	Woodruff Frontage Rd.	620' S/O Angell St. To Angell St.	\$ 53.00	\$ 636.00
P-20.01	N/S	Priscilla St.	Blodgett Ave. To Lakewood Blvd.	\$ 6.36	\$ 76.32
P-21.01	E/S	Brookshire Ave.	6 th St. To Cherokee Dr.	\$ 24.38	\$ 292.56
P-22.01	N/S	Congressman Steve Horn Wy.	Caring Wy to Bellflower Blvd	\$ 498.20	\$ 5,978.40
P-22.02	S/S	Congressman Steve Horn Wy.	Caring Wy to Kaiser Driveway	\$ 82.68	\$ 992.16
P-22.03	S/S	Congressman Steve Horn Wy.	Kaiser Driveway to Kaiser Driveway (3-way Stop)	\$ 82.68	\$ 992.16
P-22.04	S/S	Congressman Steve Horn Wy.	Kaiser Driveway (3-way Stop) to Electric Substation (PK-10)	\$ 164.30	\$ 1,971.60
P-22.05	S/S	Congressman Steve Horn Wy.	Electric Substation (PK-10) to Bellflower Blvd	\$ 196.10	\$ 2,353.20

CATEGORY II - PARKWAYS

Site #	Side	Description	Location / Limits	Monthly Price	Annual Price
P-22.06	S/S	Congressman Steve Horn Wy.	Bellflower Blvd to Maintenance Yard Entrance	\$ 90.10	\$ 1,081.20
P-23.01	W/S	Caring Wy.	Imperial Hwy to Congressman Steve Horn Wy	\$ 185.50	\$ 2,226.00
P-23.02	E/S	Caring Wy.	Imperial Hwy to Kaiser Driveway	\$ 265.00	\$ 3,180.00
P-23.03	E/S	Caring Wy.	Kaiser Dwy to Congressman Steve Horn Wy	\$ 121.90	\$ 1,462.80
TOTAL CATEGORY II - PARKWAYS				\$9,704.30	\$116,451.60

RECURRING MAINTENANCE SERVICES

CATEGORY III - SOUNDWALLS

Site #	Description	Location / Limits	Monthly Price	Annual Price
I - 5 Santa Ana Freeway				
S-1.01	N/S	Bangle Road	Guatemala Ave. To Tweedy Ln.	\$ 420.82 \$ 5,049.84
S-1.02	N/S	Danvers St.	Lowman Ave. To Allengrove St.	\$ 254.40 \$ 3,052.80
S-1.04	N/S	Vista Del Rio	Dead End 200' W/O Clancey Ave. To Dead End E/O Eglise Ave.	\$ 740.94 \$ 8,891.28
I-105 Glenn Anderson Freeway				
S-2.01	S/S	Brookpark Rd.	Rives Ave. To 500' E/O Salmoline (Paramount Blvd.)	\$ 429.30 \$ 5,151.60
S-2.02	S/S	Brookpark Rd.	Parrot Ave. To Stoakes Ave.	\$ 689.00 \$ 8,268.00
S-2.03	S/S	Brookpark Rd.	Lindsey Ave. To Eglise Ave.	\$ 466.40 \$ 5,596.80
S-3.01	S/S	Somerset Ranch Rd. North	City Limit To Brookshire Ave.	\$ 31.80 \$ 381.60
S-3.02	S/S	Cheyenne St.	Laureldale Ave. To Barlin Ave.	\$ 25.44 \$ 305.28
S-3.03	S/S	Cheyenne St.	Barlin Ave. To Blodgett Ave.	\$ 25.44 \$ 305.28
S-3.04	S/S	Adoree St.	Lakewood Blvd. To Hanwell Ave.	\$ 16.96 \$ 203.52
S-3.05	S/S	Adoree St.	Hanwell Ave. To Columbia Wy.	\$ 38.16 \$ 457.92
S-3.06	S/S	Adoree St.	Ardis Ave. To Cul-De-Sac E/O Stanbridge Ave (Bellflower Blvd.)	\$ 76.32 \$ 915.84
S-3.07	S/S	Adoree St.	Adenmoor Ave. To Dunrobin Ave.	\$ 12.72 \$ 152.64
S-3.08	S/S	Adoree St.	Dunrobin Ave. To Woodruff Ave.	\$ 6.36 \$ 76.32
S-4.01	N/S	Somerset Ranch Rd. South	City Limits To Laureldale Ave.	\$ 95.40 \$ 1,144.80
S-4.03	N/S	Priscilla St.	Blodgett Ave. To Lakewood Blvd.	\$ 12.72 \$ 152.64
S-4.04	N/S	Angell St.	Dead End W/O Hanwell Ave. To Hanwell Ave.	\$ 25.44 \$ 305.28
S-4.05	N/S	Angell St.	Hanwell Ave. To Columbia Wy.	\$ 25.44 \$ 305.28
S-4.06	N/S	Angell St.	Fidler Ave. To Ardis Ave.	\$ 6.36 \$ 76.32
S-4.07	N/S	Angell St.	Ardis Ave. To Bellflower Blvd.	\$ 12.72 \$ 152.64
S-4.08	N/S	Angell St.	Adenmoor Ave. To Dunrobin Ave.	\$ 6.36 \$ 76.32
S-4.09	N/S	Angell St.	Dunrobin Ave. To Woodruff Ave.	\$ 6.36 \$ 76.32
S-4.10	N/S	Angell St.	Woodruff Ave. To Faust Ave.	\$ 6.36 \$ 76.32
Lakewood Blvd				
S-5.01	E/S	Lakewood Frontage Rd.	Priscilla St. To Apartment Driveway 110' N/O Priscilla St. (East & West Faces)	\$ 12.72 \$ 152.64
S-5.02	E/S	Lakewood Frontage Rd.	Adoree St. To Dead End 75' N/O Borson St. (East & West Faces)	\$ 25.44 \$ 305.28
S-5.03	W/S	Lakewood Blvd.	160' S/O Meadow Rd. To Meadow Rd. (side of 8742 Meadow Rd)	\$ 6.36 \$ 76.32
S-5.04	W/S	Lakewood Frontage Rd.	Meadow Rd. To Donovan St. (East & West Faces)	\$ 38.16 \$ 457.92
S-5.05	W/S	Lakewood Frontage Rd.	Meadow Rd To Alameda St (East & West Faces)	\$ 49.82 \$ 597.84
S-5.06	W/S	Lakewood Frontage Rd.	Buckles St. To Clela St. (East & West Faces)	\$ 6.36 \$ 76.32
Paramount Blvd				
S-6.01	W/S	Paramount Blvd	Consuelo St. to Puritan St.	\$ 4.24 \$ 50.88

CATEGORY III - SOUNDWALLS

Site #	Description	Location / Limits	Monthly Price	Annual Price
S-6.02	W/S	Paramount Blvd	Puritan St. to Borson St.	\$ 12.72 \$ 152.64
S-6.03	W/S	Paramount Blvd	Borson St. to Lyndora St.	\$ 6.36 \$ 76.32
S-6.04	W/S	Paramount Blvd	Lyndora St. to north of Lyndora St.	\$ 6.36 \$ 76.32
Imperial Hwy				
S-7.01	S/S	Imperial Hwy.	Dead End W/O Coldbrook Ave To Coldbrook Ave (North & South Faces)	\$ 6.36 \$ 76.32
S-7.02	S/S	Imperial Hwy.	Coldbrook Ave To Dunrobin Ave (North & South Faces)	\$ 25.44 \$ 305.28
S-7.03	S/S	Imperial Hwy.	Dunrobin Ave To Woodruff Ave (North & South Faces)	\$ 38.16 \$ 457.92
Miscellaneous Walls				
S-8.01	N/S	Stewart & Gray Rd.	Vultee Ave. To Corrigan Ave.	\$ 6.36 \$ 76.32
S-9.01	N/S	Gardendale St.	Dolan Ave. To Brookshire Ave.	\$ 6.36 \$ 76.32
S-10.01	W/S	Neo St.	Cul-De-Sac (W/O Old River School Rd.)	\$ 6.36 \$ 76.32
Florence Ave				
S-11.01	S/S	Florence Ave.	Newville St To 140' East (~80LF wall on side of 10202 Newville Ave)	\$ 6.36 \$ 76.32
S-11.02	S/S	Florence Ave.	Lesterford Ave To San Gabriel Channel	\$ 6.36 \$ 76.32
TOTAL CATEGORY III - SOUNDWALLS			\$ 3,701.52	\$ 44,418.24

RECURRING MAINTENANCE SERVICES					
CATEGORY IV – PARKING LOTS / MINI-PARKS					
Site #	Description		Location / Limits	Monthly Price	Annual Price
PK-1	S/S	Parking Lot	2nd St. E/O Downey Ave.	\$ 82.68	\$ 992.16
PK-3	SE COR.	Parking Lot	La Reina Ave. & 2nd St.	\$ 249.10	\$ 2,989.20
PK-4	N/S	Parking Lot	8111 Firestone Blvd. (@ Post Office)	\$ 164.30	\$ 1,971.60
PK-5	NW COR.	Parking Lot	Parking Structure @ 2nd St. & New St.	\$ 662.50	\$ 7,950.00
PK-6	SE COR.	Mini Park	Lakewood Blvd. & Rose Ave.	\$ 206.70	\$ 2,480.40
PK-7	SW COR.	Mini Park	Lakewood Blvd. & Imperial Hwy.	\$ 82.68	\$ 992.16
PK-8	SW COR.	Mini Park	Downey Ave. & Klondike Ave.	\$ 82.68	\$ 992.16
PK-9	NE COR.	Mini Park	Downey Ave. & Dempster Ave.	\$ 82.68	\$ 992.16
PK-10	S/S	Electric Substation	S/S Congressman Steve Horn Wy, W/O Bellflower Blvd	\$ 79.50	\$ 954.00
PK-11	SE COR.	Landscaped Area	S/E Corner Firestone Blvd. & Paramount Blvd	\$ 520.46	\$ 6,245.52
TOTAL CATEGORY IV – PARKING LOTS AND MINI-PARKS				\$ 2,213.28	\$ 26,559.36

RECURRING MAINTENANCE SERVICES				
CATEGORY V – WATER WELL SITES & FACILITIES				
Site #	Description	Location / Limits	Monthly Price	Annual Price
W-6	Water Well No.6	9410 Vista Del Rio	\$ 180.20	\$ 2,162.40
W-7	Water Well No.7	7440 Suva St.	\$ 74.20	\$ 890.40
W-8	Water Well No.8	7442 Lubec St.	\$ 44.52	\$ 534.24
W-10	Water Well No.10	10100 Haledon Ave.	\$ 74.20	\$ 890.40
W-11	Water Well No.11	10219 Bellman Ave.	\$ 90.10	\$ 1,081.20
W-12	Water Well No.12	10221 Lesterford Ave.	\$ 90.10	\$ 1,081.20
W-13	Water Well No.13	7346 Irvingrove Dr. (Alley)	\$ 44.52	\$ 534.24
W-17	Water Well No.17	7237 Pellet St.	\$ 90.10	\$ 1,081.20
W-19	Water Well No.19	11523 Dolan Ave.	\$ 44.52	\$ 534.24
W-20	Water Well No.20	7219 Adwen St.	\$ 90.10	\$ 1,081.20
W-23	Water Well No.23	8201 Stewart & Gray Road	\$ 90.10	\$ 1,081.20
W-24	Water Well No.24	9633 Washburn Road	\$ 121.90	\$ 1,462.80
W-25	Water Well No.25	12120 Downey Ave.	\$ 33.92	\$ 407.04
W-26	Water Well No.26	7459 Rundell St.	\$ 68.90	\$ 826.80
W-27	Water Well No.27	7926 Springer St.	\$ 127.20	\$ 1,526.40
W-28	Water Yard	9252 Stewart & Gray Rd.	\$ 47.70	\$ 572.40
W-29	Sewer Easement	Unimproved Alley S/O Cheddar St. E/O Dunrobin Ave.	\$ 127.20	\$ 1,526.40
W-30	Sewer Easement	Unimproved Alley S/O Cheddar St. E/O Eastbrook Ave.	\$ 127.20	\$ 1,526.40
TOTAL CATEGORY V – WATER WELL SITES & FACILITIES			\$1,566.68	\$18,800.16
GRAND TOTAL CATEGORIES I THRU V:			\$ 38,986.91	\$ 467,842.91

FEE SCHEDULE

RECURRING MAINTENANCE SERVICES

CHANGES TO SCOPE OF RECURRING MAINTENANCE SERVICES

Unit Prices stated below shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work, including the SERVICE PROVIDER's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean-up and all other items incidental to the work. Measurement of areas shall include the gross aggregate square footage of measured from curb face to curb face for medians and frontage road islands, curb face to face of wall/fence for parkways, and includes the vertical surface area of vine cover on walls and fences.

SERVICE PROVIDER shall be responsible to dedicate additional labor and equipment resources as necessary to ensure added work areas receive the same level of care as original work areas in accordance with the requirements of the Agreement.

Description	Monthly Price	Unit
<u>Add or Deduct Landscaped Medians (Type A)</u> - predominantly turf, with hardscape and shrub pockets. (Similar to M-1.01 to M-1.03, M-1.21 to M-1.27, M-2.01 to M-2.17, M-4.01 to M-4.10). Unit cost is for aggregate area in square feet.	\$ 0.18	Square Foot
<u>Add or Deduct Landscaped Medians (Type B)</u> - predominantly shrubs, perennials, ground cover and mulch, some hardscape. (Similar to M-1.04 to M-1.20, M-6.01 to M-6.06)	\$ 0.11	Square Foot
<u>Add or Deduct Landscaped Medians (Type C)</u> - predominately turf swale with shrubs, perennials, ground cover and mulch, some hardscape. (Similar to M-7.02 to M-7.05 and M-13.01 to M-13.02)	\$ 0.11	Square Foot
<u>Add or Deduct Parkway (Type A)</u> - predominantly turf, hardscape and shrub pockets. (Similar to P-4.01, P-9.01 to P-9.05)	\$ 0.18	Square Foot
<u>Add or Deduct Parkway (Type B)</u> - predominantly shrubs, perennials, ground cover and mulch, some hardscape. (Similar to P-2.01, P-3.04 to P-3.06, P-3.08, P-10.03, P-21.01)	\$ 0.18	Square Foot
<u>Add or Deduct Parkway (Type C)</u> - predominantly large shrubs forming screen planting. (Similar to P-2.03 to P-2.05, P-10.04 to P-10.09, P-17.01)	\$ 0.14	Square Foot
<u>Add or Deduct Parking Lots</u> - predominantly shrubs, perennials, ground cover and mulch. (Similar to PK-1 to PK-4)	\$ 0.07	Square Foot
<u>Add or Deduct Mini-Parks</u> - predominantly turf, hardscape and shrub pockets. (Similar to PK-6 to PK-9)	\$ 0.18	Square Foot
<u>Add or Deduct Soundwalls</u> - predominantly vines, shrubs, perennials, ground cover and mulch. Measurement includes surface area of wall, plus area of ground plane. (Similar to S-1.01 to S-1.05, S-5.04, S-5.05, S-11.02)	\$ 0.22	Square Foot
<u>Add or Deduct Turf Areas</u>	\$ 0.20	Square Foot
<u>Add or Deduct Planted Areas</u> (shrubs, perennials, groundcover, cover mulch)	\$ 0.11	Square Foot
<u>Add or Deduct Annual Color Areas</u>	\$ 0.12	Square Foot
<u>Add or Deduct Hardscape Areas</u> (concrete, asphalt, pavers, decomposed granite, etc.)	\$ 0.06	Square Foot

FEE SCHEDULE

RECURRING MAINTENANCE SERVICES

EXTRA WORK

Unit Prices stated below shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work, including the SERVICE PROVIDER's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean-up and all other items incidental to the work.

Description	Comments	Unit Price	Units
Furnish, Plant and Stake 24-inch Box Trees (all common species)	Includes soil prep, double tree staking, root barrier, arbor-guard	\$ 450.50	Each
Plant and Stake City-furnished 24-inch Box Trees	Same as above, except City will furnish all materials	\$ 344.50	Each
Furnish and Plant 15-gal Shrubs (all common species)	Includes soil prep	\$ 185.50	Each
Plant City-furnished 15-gal Shrubs	Same as above, except City will furnish all materials	\$ 132.50	Each
Furnish and Plant 5-gal Shrubs (all common species)	Includes soil prep	\$ 37.10	Each
Plant City-furnished 5-gal Shrubs	Same as above, except City will furnish all materials	\$ 31.80	Each
Furnish and Plant 1-gal Shrubs (all common species)	Includes soil prep	\$ 26.50	Each
Plant City-furnished 1-gal Shrubs	Same as above, except City will furnish all materials	\$ 21.20	Each
Furnish and Plant Groundcover (plants spaced at 12" o.c., from flats, all common species)	Includes soil prep	\$ 37.10	Square Foot
Plant City-furnished Groundcover (from flats)	Same as above, except City will furnish all materials	\$ 31.80	Square Foot
Furnish and Plant Sod Turf (Marathon II Fescue or equiv)	Includes soil prep	\$ 1.33	Square Foot
Plant City-furnished Sod Turf	Same as above, except City will furnish all materials	\$ 1.06	Square Foot
Furnish and Place Cover Mulch		\$ -	Square Foot
Place City-furnished Cover Mulch		\$ 0.80	Square Foot
Landscape Labor	For Force Account Payment (reference Section 6.3.1 of Contract Agreement)	\$ 34.98	Hour
Irrigation Labor	For Force Account Payment (reference Section 6.3.1 of Contract Agreement)	\$ 47.70	Hour
Irrigation Technician	For Force Account Payment (reference Section 6.3.1 of Contract Agreement)	\$ 53.00	Hour

Exhibit "C"

**CITY OF DOWNEY
PROFESSIONAL SERVICES AGREEMENT
WITH UNITED PACIFIC SERVICES, INC.
FOR CITYWIDE TREE TRIMMING MAINTENANCE SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 28th day of June, 2022 by and between the **City of Downey**, a California municipal corporation and charter city with its principal place of business at 11111 Brookshire Avenue, Downey California 90241 ("City") and United Pacific Services, Inc. a California corporation, with its principal place of business at 5529 Leeds Street, South Gate, CA 90280 ("Service Provider"). City and "Service Provider" are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Service Provider.

Service Provider desires to perform and assume responsibility for the provision of certain professional Citywide Tree Trimming Maintenance services required by City on the terms and conditions set forth in this Agreement. Service Provider represents that it has demonstrated competence and experience in providing Citywide Tree Trimming Maintenance services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Service Provider to render such services for the Citywide Tree Trimming Maintenance which includes but is not limited to, trimming, tree stump removal and planting project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Service Provider promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Citywide Tree Trimming Maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 11, 2022 to June 30, 2026**, unless earlier terminated as provided herein. Service Provider shall complete the

Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The term of this Agreement may be extended for up to two additional one-year terms ("Extended Term") if mutually agreed upon by City Manager and Service Provider. Service Provider shall complete the Services within the Initial Term and any Extended Term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Service Provider.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Service Provider or under its supervision. Service Provider will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Service Provider on an independent contractor basis and not as an employee. Service Provider retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Service Provider shall also not be employees of City and shall at all times be under Service Provider's exclusive direction and control. Service Provider shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Service Provider shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

In the event that Service Provider or any employee, agent, or subcontractor of Service Provider providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of City, Service Provider shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Service Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3.2.2 Schedule of Services. Service Provider shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Service Provider represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Service Provider's conformance with the Schedule, City shall respond to Service Provider's submittals in a timely manner. Upon request of City, Service Provider shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services. The parties acknowledge that the Schedule of Services may be amended by mutual agreement due to changes in circumstances, including changes in the performance schedules of other third

parties performing work for the City on the Project, which affect the timing of Service Provider's performance of the Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Service Provider shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Service Provider has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Service Provider may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Service Provider cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Service Provider at the request of the City.

3.2.5 City's Representative. The City hereby designates **Delfino R. Consunji**, Director of Public Works/City Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Service Provider shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Service Provider's Representative. Service Provider hereby designates Gus Franklin, President, or his or her designee, to act as its representative for the performance of this Agreement ("Service Provider's Representative"). Service Provider's Representative shall have full authority to represent and act on behalf of the Service Provider for all purposes under this Agreement. The Service Provider's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Service Provider agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Service Providers and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Service Provider shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Service Provider represents and maintains that it is skilled in the professional calling necessary to perform the Services. Service Provider warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Service Provider represents that it, its

employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Service Provider shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Service Provider's failure to comply with the standard of care provided for herein. Any employee of the Service Provider or its sub-Service Providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner consistent with the standard of care set forth herein, shall be promptly removed from the Project by the Service Provider and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Service Provider shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in force at the time the Services are performed by Service Provider and in any manner affecting the performance of the Project or the Services, including all applicable Cal/OSHA requirements, and shall give all notices required by law. Service Provider shall be liable for all violations of such laws and regulations in connection with Services. If the Service Provider performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Service Provider shall be solely responsible for all costs arising therefrom. Service Provider shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the applicable indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Service Provider's violation of such laws, rules and regulations shall also constitute a material breach of this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Service Provider shall not commence the Services or the Project under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Service Provider shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience with insurer, coverage or other special circumstances.

3.2.10.2 Minimum Requirements. Service Provider shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement, the Services or the Project by the Service Provider, its

agents, representatives, employees or subcontractors. Service Provider shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. (1) *Commercial General Liability (CGL)*: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, property damage, bodily injury and personal and advertising injury; (2) *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or if Service Provider owns no autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation* : Workers' Compensation insurance as required by the State of California with Statutory Limits; and (4) Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Service Provider shall maintain limits no less than: (1) *Commercial General Liability (CGL)*: No less than \$2,000,000 per occurrence for products and completed operations, bodily injury, property damage and personal and advertising injury. If Commercial General Liability Insurance or other form with general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: No less than \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation*: Workers' Compensation limits as required by the Labor Code of the State of California with Statutory Limits; (4) Employer's Liability: Employer's Liability limits of no less than \$2,000,000 per accident for bodily injury or disease. Employer's Liability coverage may be waived by the City if City receives written verification that Service Provider has no employees.

If the Service Provider maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.2, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.3 Professional Liability (Errors & Omissions). Service Provider shall procure and maintain, and require its sub-Service Providers to procure and maintain, for a period of five (5) years following completion of the Services or the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate, and shall be endorsed to include contractual liability. If the Service Provider maintains broader coverage and/or higher limits than the minimum shown in this subdivision 3.2.10.3, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Service Provider shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Additional Insured Status. The Commercial General Liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to liability arising from the work, Services, Project or operations performed by or on behalf of the Service Provider, including materials, parts or equipment furnished in connection with such work, Services. Project or operations; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Service Provider's scheduled underlying coverage. Commercial General Liability insurance coverage may be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions are used).

(B) Waiver of Subrogation. Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the City by virtue of the payment of any loss under said insurance policies set forth herein. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(C) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except with written notice by certified mail, return receipt requested to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Primary Coverage. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance and primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Service Provider's insurance and shall not be called upon to contribute with it in any way.

3.2.10.6 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors officials, officers, employees, agents and volunteers.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. City may require Service Provider to provide proof of ability to pay losses and related investigations, claim administration and defense expenses and costs within the retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or City.

3.2.10.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, authorized to do business in California, and satisfactory to the City.

3.2.10.9 Verification of Coverage. Service Provider shall furnish City with original certificates of insurance, including all required amendatory endorsements (or copies of the applicable policy language effective coverage required by this provision) and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to the City before the commencement of work under this Agreement. However, failure to obtain the required documents prior to the commencement of work under this Agreement shall not waive the Service Provider's obligation to provide them to the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

3.2.10.10 Claims-Made Policies. If any of the policies provide coverage on a claims-made basis:

(A) The retroactive date must be shown and must be before the date of this Agreement or the date work commences under this Agreement, whichever is earliest;

(B) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Services provided under this Agreement;

(C) If coverage is canceled, non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the date work commences under this Agreement, whichever is earliest, the Service Provider must purchase extended reporting coverage for a minimum of five (5) years after completion of the Services under this Agreement.

3.2.11 Bonds.

A. Service provider shall furnish and maintain throughout the term of the contract, the following bonds:

1. Faithful Performance Bond in an amount equal to One Hundred percent (100%) of the Contract price in the form shown in Exhibit B attached hereto.

2. Payment Bond (Labor and Material) in an amount equal to One Hundred percent (100%) of the Contract price in the form shown in Exhibit B attached hereto.

B. All such bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are

executed outside the State of California, A California representative if the surety must countersign all copies of the bonds. The signature of the person executing the bond shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

C. The surety or sureties on all bonds furnished must be satisfactory to the City. City will reject surety bonds obtained from any company which is not an admitted surety insurer under the laws of the State of California and which does not hold a Certificate of Authority from the U.S. Secretary of the Treasury under 31 U.S.C. as an acceptable surety on Federal bonds. The surety must also be listed in the latest edition of U.S. Department of Treasury Circular 570, and the bonds provided must not exceed the surety's bonding limitations as set forth in Circular 570.

D. If, during the continuance of the Contract, any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Contract may be suspended and the materials may be purchased or the work completed as provided in Article 5 herein.

E. No modifications or alterations made in the work to be performed under the Contract or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. The surety shall waive notice of such events.

F. The Notice to Proceed will not be issued until the aforesaid bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

G. Annual renewable bonds are acceptable and will be required to be submitted to the City on an annual basis, within 30 days from the expiration date.

3.2.12 Safety. Service Provider shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Service Provider shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Service Provider shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **SEVEN HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED DOLLARS (\$735,100.00)** without written approval of the City. Rates shall remain unchanged during the Initial Term of this agreement. Contractor may request a rate adjustment during the Extended Term, which request shall be considered for approval by the City Manager at their sole discretion. Extra Work may be authorized, as described below, and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Service Provider shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Service Provider. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Service Provider shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Service Provider perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Service Provider shall not perform, nor be compensated for, Extra Work without written authorization from the City Manager.

3.3.5 Prevailing Wages. Pursuant to Downey Municipal Code Section 2935, the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects, shall apply to the Project. Service Provider agrees to fully comply with such Prevailing Wage Laws. City shall provide Service Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Service Provider shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Service Provider's principal place of business and at the Project site. Service Provider shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. If applicable, Service Provider shall

be registered at all times with the Department of Industrial Relations under the Public Works Contractor Registration Program for Labor Compliance.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Service Provider shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Service Provider shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Service Provider shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Service Provider, terminate the whole or any part of this Agreement at any time either for cause or for the City's convenience and without cause by giving written notice to Service Provider of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Service Provider may only terminate this Agreement for cause upon giving the City not less than seven (7) calendar days' written notice.

Upon termination, Service Provider shall be compensated only for those services which have been adequately rendered to City, and Service Provider shall be entitled to no further compensation. The City shall within fifteen (15) calendar days following termination pay the Service Provider for all services adequately rendered and all reimbursable costs incurred by Service Provider up to the date of termination, in accordance with the payment provisions of this Agreement.

The following reasons shall constitute "cause" for which either party may terminate this Agreement as provided herein:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

- Suspension of the Project or the Service Provider's Services by the City for more than ninety (90) calendar days, consecutive or in the aggregate, without good cause;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Service Provider to provide all finished or unfinished Documents and Data and other information of any kind prepared by Service Provider in connection with the performance of Services under this Agreement. Service Provider shall be required to provide such Documents and Data and other information within fifteen (15) days of the City's request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Service Provider:

United Pacific Services, Inc.
 5529 Leeds Street, South Gate, CA 90280
 Phone: (562) 691-4600
 Fax: (562) 691-8839
Attn: Gus K. Franklin, President

City:

City of Downey
 11111 Brookshire Avenue
 Downey, California 90241
 Phone: (562) 904-7286
 Fax: (562) 904-7296
Attn: Delfino R. Consunji, Director of Public Works/City Engineer

With a courtesy copy to:

City of Downey
 City Attorney's Office

11111 Brookshire Avenue
Downey, California 90241

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Service Provider under this Agreement ("Documents & Data"). Service Provider shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Service Provider represents and warrants that Service Provider has the legal right to license any and all Documents & Data. Service Provider makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Service Provider or provided to Service Provider by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Service Provider in connection with the performance of this Agreement shall be held confidential by Service Provider. Such materials shall not, without the prior written consent of City, be used by Service Provider for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Service Provider which is otherwise known to Service Provider or is generally known, or has become known, to the related industry shall be deemed confidential. Service Provider shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement of the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

3.5.6 Indemnification.

3.5.6.1 General Indemnification. Except as provided in subdivision 3.5.6.2 below which is applicable to "design professionals" only, Service Provider shall defend (with counsel acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Service Provider, its officials, officers, employees, agents, Service Providers and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The Service Provider's duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Service Provider and/or its personnel are employees of the City, have been misclassified as an independent contractor, or failed to pay any or all necessary state or federal withholdings and/or taxes. Service Provider shall defend, at Service Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Service Provider shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Service Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, and agents or volunteers. Service Provider shall not be obligated to defend, indemnify or hold the City harmless in any manner whatsoever for any claims or liability arising solely out of the City's own negligent acts, errors or omissions or willful misconduct.

3.5.6.2 Design Professionals. The provisions of this subdivision 3.5.6.2 shall apply only in the event that Service Provider is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Service Provider is a "design professional" within the meaning of Section 2782.8(c), then, notwithstanding subdivision 3.5.6.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code sections 2782 and 2782.6), Service Provider shall defend (with legal counsel reasonably

acceptable to City), indemnify and hold harmless City and City's officers, officials, employees, volunteers and agents from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Service Provider, any subService Provider, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Service Provider's performance of any task or service for or on behalf of City under this Agreement. The Service Provider's duty to indemnify shall extend to any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity that Service Provider and/or its personnel are employees of the City, have been misclassified as an independent contractors, or failed to pay any or all necessary state or federal withholdings and/or taxes. Such obligations to defend, hold harmless and indemnify City or any City officers, officials, employees or volunteers shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of City or such City officers, officials, employees, volunteers and agents. Service Provider's cost to defend City and/or City's officers, officials, employees or volunteers against any such Claim shall not exceed Service Provider's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Service Provider shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Service Provider has a duty to indemnify City or any City officers, officials, employees, volunteers and/or agents under this subdivision 3.5.6.2, Service Provider shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Service Provider's negligence, recklessness or willful misconduct.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be the courts in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Service Providers. City reserves right to employ other Service Providers in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and

any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Service Provider include all personnel, employees, agents, and subcontractors of Service Provider, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Service Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement. Further, Service Provider warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Service Provider represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap,

ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Service Provider shall also comply with all relevant provisions of any City Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Service Provider certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Service Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

3.5.23 Effect of Conflict.

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, any of its exhibits, attachments, purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Service Provider shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Service Provider shall require and verify that all subcontractors maintain insurance meeting all of the requirements set forth in this Agreement. Service Provider shall ensure that City is an additional insured as required in Section 3.2.10.4. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF DOWNEY,
a California municipal corporation
and charter city**

**United Pacific Services, Inc.
a California corporation**

By: _____
Blanca Pacheco, Mayor

By: 
Gus K. Franklin, President

Attest:

Maria Alicia Duarte, CMC
City Clerk

Approved as to Form:



Lauren Langer
Interim City Attorney

0119.123859

EXHIBIT "A"

SCOPE OF SERVICES, SCHEDULE OF SERVICES AND COMPENSATION

EXHIBIT "B"
SPECIFICATIONS

EXHIBIT "A"

SCOPE OF SERVICES

TREE TRIMMING MAINTENANCE SERVICES



SPECIFICATIONS

TABLE OF

CONTENTS

Section 1 - General Requirements.....	S-1
1. Project Location	S-1
2. Description of Work	S-2
3. Number of Lanes	S-5
4. Staged Construction/Order of Work.....	S-6
5. Coordination with City of Downey, Other Agencies, and Utilities	S-6
6. Traffic Control	S-7
7. Safeguarding of Equipment, Materials, and Work	S-8
8. Stormwater Runoff.....	S-9
9. Failure to Comply.....	S-9
10. Noncompliance with Contract.....	S-9
11. Site Access.....	S-9
12. Safety.....	S-9
13. Parkway Restoration	S-9
14. Final Cleanup.....	S-9
15. Permits and Licenses.....	S-10
16. Patents and Copyrights.....	S-10
Section 2 – Definition of Bid Items	S-11

SECTION 1 - GENERAL REQUIREMENTS

1. PROJECT LOCATION

City-wide in accordance with approved Maintenance Schedule.

2. DESCRIPTION OF WORK

The work to be performed under this contract generally consists of tree trimming maintenance services citywide, to include trimming, tree/stump removal, and planting. This contract also requires electronic management of all work records. Within this section are the descriptions and specifications for the detailed services and materials which will be necessary to provide services under the contract.

The Contractor will furnish all transportation, materials, equipment, time, labor and supplies for the improvements, together with the appurtenant work necessary or incidental to complete, in a workmanlike manner, the improvements as contemplated and as intended by this contract.

A. Tree Inventory

Upon contract award, the successful Contractor shall be required to provide a complete update of the City's tree inventory of approximately 16,000 street, park and Golf Course trees at no additional cost to the City and submit the completed inventory to the City within 3 months of the contract award. Below is an estimated count of City trees and respective sizes.

0-6" – 1,680 trees	7-12" – 6,078 trees	13-18" – 4,594 trees
19-24" – 2,323 trees	25-30" – 585 trees	31+" – 278 trees

The tree inventory data shall conform to the City's existing tree inventory database, to match the sample noted in the Special Conditions, Section 2 ("Definition") and include but not be limited to the following data fields:

1. Tree Location

The City has a current web-based tree maintenance inventory that is provided by the current tree contractor. This information will be provided to the successful bidder. However, if the bidder would like to see the inventory list prior to bid submission, contact the Superintendent to request an electronic copy.

A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. The Contractor shall be required to create an ESRI ArcView/ArcGIS compatible "shape file" with latest ArcGIS 10.3 version format.

The inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc., and shall also include address, tree species and tree size, as included in sample described under Scope of Work.

The tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of ESRI ArcGIS 10.3 or above. The minimum accuracy shall be within one (1) foot.

2. Measurement of Canopy Spread

As a part of the data collection process, the canopy spread will be measured using either a laser rangefinder or a Roll-a-Tape, to the nearest foot, using a pre-established uniform protocol. This data shall be included in the inventory database in a format suitable for use by the City.

3. Tree Condition

- a. General condition of individual trees
- b. Pruning requirements (i.e., recommended pruning cycle)
- c. Condition of surrounding hardscape (i.e. displaced or recent repairs)

4. Incorporate Tree Pruning Information

The City has accumulated records of tree pruning over the last 10 years. This historical information will need to be included as part of the updated inventory.

The Contractor will be required to perform and complete the proposed tree trimming maintenance services in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements.

B. Annual Maintenance Program

1. Upon contract award, Contractor shall be required to submit a work plan to include work schedules, personnel and vehicles that would be required to complete the annual maintenance trimming program. Depending on the City's current and future program needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.
2. The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and holding the necessary certifications or credentials as described for that position herein. All supervisors must possess adequate technical background to ensure that all work is accomplished in accordance with this contract.

Contractor is required to have a Project Manager available by telephone on a 24- hour basis that is assigned to provide direct and prompt attention to requests from City for emergency and after-hours tree service requests.

3. The Contractor shall be responsible for responding to tree related emergency situations during normal business hours of operation, after-hours, weekends and holidays. The Contractor shall have the capacity to deal with any tree related emergency situation ranging from limbs down on single trees to storm related damage that involves a large number of trees requiring the commitment and focus of significant resources and staffing levels for several days. Response time and protocol during emergencies is critical to the City.

As part of this contract, the Contractor shall be required to make the City of Downey their priority client for responses during emergencies that cover Los Angeles County area.

- a. Electronic/Telephone responses by the Contractor to tree related emergency calls during normal business hours of operation and after-hours shall be made within (15) fifteen minutes of the initial call/email.
- b. The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation is thirty (30) minutes.
- c. The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation is two (2) hours.

Failure to meet these requirements by the contract firm shall result in a \$500 penalty for each occurrence.

4. Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the contract.
5. All employees of Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a collared shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor employees shall appear neat and well-groomed at all times. Contractor employees shall wear orange safety vests when operating machinery or/while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws.

The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:

- a. The proper license to operate equipment.
 - b. Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
 - c. Mechanical ability to make required operator adjustments to the equipment being used.
 - d. Knowledgeable of safety regulations as they relate to tree care and traffic control.
 - e. American Red Cross Standard First Aid Certification (minimum of one member of each crew).
 - f. Ability to communicate orally and in writing in English.
 - g. Demonstrated knowledge of tree care and related operations.
6. The Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, and standards and requirements described herein, in providing tree services compatible with standard practice that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the contract.
 7. The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to, the public.
 8. Protecting the integrity and value of the urban forest:
If, at any time, the Contractor is unclear, on what course of action to follow in the field, the Contractor shall consult with the City Superintendent of Maintenance and Facilities ("Superintendent"). The Contractor should never proceed with an action that will result in the permanent disfigurement of the structure or value of a tree.
 9. Disfigurement of Trees:
Contractors responsible for the disfigurement of trees shall be penalized in an amount equal to the appraised value of the subject tree. Trees that have been disfigured by the Contractor will be appraised by an independent Consulting Arborist and the Contractor shall be penalized for that amount.

12. Contractor shall cooperate fully with the City in the investigation of any accident, injury or death occurring on City property including a complete written report submitted to the City's Superintendent within 24 hours following the occurrence.

Should any structure or property be damaged during permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and Superintendent. Repairs to property damaged by the responsible party shall be made within forty-eight (48) hours, except utility lines, which shall be repaired the same working day. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City of Downey as applicable. Any damage caused by the permitted or contracted persons shall be repaired or restored by them at their expense to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the City.

Special attention is drawn to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and the need to avoid damage and to repair any damage that occurs on the same day that the damage occurs.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.

13. Authority and Inspections. The Superintendent and/or his/her authorized representative shall at all times have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials used and employed in the work. Whenever the Contractor varies the period during which work is carried out, they shall give advance notice to the Superintendent. Any inspection of work shall not relieve the Contractor of any obligations to fulfill the contract as prescribed. Any and all questions regarding the performance of the work shall be directed to the Superintendent.
14. If it appears that the work to be done or any matter relative thereto is not sufficiently detailed or explained by this contract, the Contractor shall apply to the Superintendent for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the contract so far as may be consistent with the intent of the original scope of work.
15. All work shall be completed to the satisfaction of and under the supervision of the Superintendent or designated representative. Failure to comply with any requirement contained herein may result in suspension of work without time extension. Inspection of work will be done by the City Arborist and staff, during the performance of work or when deemed necessary.

If any portion of the work done under the contract proves defective or not in accordance with the specifications, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, the City Arborist shall have the right and authority to retain the work, but he may make such deductions in the payment due the Contractor as may be just and reasonable.

Any work which is defective or deficient in any of the requirements of this contract shall be remedied or removed and replaced by the Contractor in an acceptable manner at its own expense.

In any other case, a letter will be sent to Contractor noting these deficiencies, and the Contractor shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period not to exceed three (3) days from notification. After this time period, if unacceptable conditions still exist, the City has the right to terminate the Agreement or deduct payment as is proportionately appropriate for non-compliance with the specified contract.

16. The Contractor shall recognize the rights of utility companies within the public right of way and their need to maintain and repair their facilities. The Contractor shall exercise due and proper care to

prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contractor from performing maintenance during a specified time frame. No additional compensation will be allowed for complying with these requirements. Contractor shall notify the Superintendent of any utility that is disturbed or damaged.

18. Upon completion of work on individual street segments that are under the contract, Contractor shall clean the work site and all grounds adjacent to the work area of all rubbish, excess materials and equipment. All sections of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on streets over which work or hauling is done and any such spillage or debris deposited on street due to Contractor operations shall be immediately cleaned up.
19. Overnight parking of equipment, leaving unattended debris and staging of materials on City streets will not be permitted. Waste bins shall be removed from individual street segments once the work has been completed.
20. All equipment used and all maintenance practices employed shall be subject to the inspection of the Superintendent or designated representative and shall meet safety and functional requirements described herein. All vehicles and equipment operating under this contract shall be properly marked with company identification. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians.

Failure to comply with this provision will be cause to have the equipment removed from the job site. It is the Contractor's responsibility to maintain a sufficient inventory of equipment so as to complete the work as specified. All equipment is to be approved by the City prior to the start of the contract. It is the Contractor's responsibility to notify the Superintendent or designated representative of any change in the equipment inventory during the performance of the contract. This notification shall come in the form of an updated equipment inventory list, presented in the form of a letter on dated company letterhead. Failure to comply with this provision will be grounds to remove the Contractor from the job site until such time as equipment inventory discrepancies are addressed to be compliant with the inventory supplied with the bid submittal or equal.

23. The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work or to omit portions of the work so described as may be deemed necessary or expedient by the Superintendent or designated representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or deviations from the work described in the scope of services by Contractor shall be subject to the prior written approval of the City. Any price adjustments shall be made by mutual consent of the parties as set forth in this contract.

3. NUMBER OF TRAVEL LANES:

Lane closures shall be limited between the hours from 9:00 a.m. to 4:00 p.m. during working days only, unless otherwise authorized by the Superintendent. During these times the street may be reduced to one travel lane in each direction. At all other times, the Contractor shall keep all travel lanes open for traffic.

The Contractor shall be responsible for all temporary paving, removal/reconstruction of conflicting improvements, striping, traffic control, adjustments to construction sequencing and logistics, as necessary to provide said travel lane(s).

4. STAGED CONSTRUCTION/ORDER OF WORK

Within five (5) days after the Notice to Proceed has been given, and prior to the start of any work, the Contractor shall submit to the Superintendent for approval three (3) copies of its proposed maintenance schedule to comply with the City's requested grid trimming, consisting of approximately 8,000 trees annually to be trimmed. If the Superintendent notifies the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within five (5) working days thereafter, to include corrections requested by the Superintendent. The schedule for all trimming work will require prior approval by the Superintendent. The Contractor shall start work within five (5) days after receiving the approved schedule from the Superintendent.

Prior to the start of each work day, the Contractor shall be required to provide the Superintendent with a written schedule, by email, of all daily tree maintenance operations including but not limited to trimming, planting, removals, stump grinding, root pruning, and watering. Such daily report shall include the location of work being done and the name of the Foreman/Supervisor on site and his/her cell phone number. Any changes to the order of work shall be approved in writing by the Superintendent.

5. COORDINATION WITH CITY OF DOWNEY, OTHER AGENCIES, AND UTILITIES

The contractor shall be responsible for the coordination of the work with other agencies and utilities.

A. City of Downey

- 1) The Contractor shall contact the Traffic Engineering Division, Mr. Edwin Norris at (562) 904-7109, at least two working days prior to start of work.

B. Underground Service Alert

- 2) The Contractor shall contact Underground Service Alert at least two working days prior to excavating. The Contractor shall notify Underground Service Alert by calling 811 to assist in the location of underground utilities.

C. Refuse Collection and Street Sweeping Services

- 1) The Contractor shall notify Calmet Services at (562) 869-7331 at least 48 hours prior to the beginning of work, in order to coordinate the work with refuse collection operations in the area. In accordance with Subsection 7-10.1, "Traffic and Access," of the SSPWC, it shall be the Contractor's responsibility to see that trash is picked up within the limits of the job.
- 2) The Contractor shall notify Nationwide Environmental Services at (562) 860-0604 at least 48 hours prior to the beginning of work, in order to coordinate the work with the street sweeping operations in the area.

D. Other Utility Companies and Agencies

- 1) The Contractor will be required to cooperate with the delivery of mail and to maintain existing schedules for the services.
- 2) The Contractor shall coordinate with the Downey Link Transit, (562) 529-LINK to plan and to accommodate bus routes and passengers at least five (5) working days prior to commencement of any work which will involve any of their facilities. Temporary bus stops shall be maintained to accommodate bus passengers and buses.
- 3) The Contractor shall coordinate with the Los Angeles County Metropolitan Transportation Authority (Metro) to plan and to accommodate bus routes and passengers at least five (5) working days prior to commencement of any work which will involve any of their facilities. Contact Mr. Don Baumgartner, Metro Stops and Zones at (213) 922-4632. Temporary bus stops shall be maintained to accommodate bus passengers and buses.

Full compensation for satisfying the requirements of coordination with other agencies and utilities shall be considered as included in the appropriate bid item and no additional compensation will be allowed therefor.

6. **TRAFFIC CONTROL**

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours and street closures, shall be in accordance with Subsection 7-10, Public Convenience and Safety," of the SSPWC, including all its subsequent amendments; the latest edition of the California Manual on Uniform Traffic Control Devices, as published by the Department of Transportation of the State of California, and the following Special Conditions. In the event of conflict, this contract shall take precedence over the Manual of Traffic Controls, and the Manual of Traffic Controls shall take precedence over the SSPWC.

A. **General Requirements**

1. The Contractor shall have exclusive control and responsibility for the ongoing work, all traffic control and safety devices, signage, roadway markings, equipment and materials at all times.
2. The Contractor shall conduct his operations so as to offer the least possible obstruction and inconvenience to the public, and shall have no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. The Contractor's operations will cause no unnecessary inconvenience. The access rights of the public will be considered at all times.
3. The Contractor shall furnish and maintain all signs, channelizing devices, barricades, temporary traffic striping and pavement markings, lighting devices, etc., to safely guide the traffic through the project limits, as described herein, and as directed by the City Engineer ("Engineer").
4. Should the Contractor be neglectful, negligent or refuse, fail or otherwise be unavailable to promptly, satisfactorily and fully comply with the provisions specified and referred to hereinabove, the City reserves the right to correct and/or mitigate any situation, which in the sole opinion of the Superintendent constitutes a serious deficiency and/or serious case or noncompliance, by any means at its disposal at the Contractor expense, to deduct the cost therefor from the Contractor's progress and/or final payments. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liability from the Contractor to the City or the City's agent.
5. Violations of any of the above provisions and/or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the Superintendent, shall, at the sole discretion of the City, be grounds for termination of the Contract or shut down or partial shutdown of the work without compensation to the Contractor or liability to the City, all as prescribed by contractual obligations or State law, whichever is applicable.

B. **Pedestrians**

A minimum walkway of 48 inches in width must be maintained at all times for safe pedestrian passage through all parkway work areas. Crosswalks shall remain unobstructed at all times. Obstructions within the walkway areas shall be illuminated during the hours of darkness and marked with Type II barricades with flashing warning lights.

1. The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Conditions to reroute pedestrians, including the disabled, around the work area must be clearly delineated and maintained. If the Contractor's operations require the closure of a walkway, then another walkway shall be provided nearby, off the traveled roadway, along the general path of travel.

C. **Driveways**

Vehicular access to driveways shall be maintained at all times, except when necessary construction precludes such access for temporary periods, as follows:

D. Parking

On-street parking may be restricted within the project limits during the specified working hours on weekdays only. Temporary "NO PARKING – TOW AWAY" signs shall be provided and posted by the Contractor not less than forty-eight (48) hours in advance of the start of construction requiring said restrictions, even if streets are posted with "No Parking Signs."

E. Lane Closures

The Contractor shall comply with the following general lane closure requirements:

1. Lane closures shall be limited to 9:00 a.m. to 4:00 p.m. Monday through Friday, unless otherwise authorized by the Engineer.
2. The Contractor shall plan and prosecute the work such that all lanes of traffic are open during non-working hours. No lane closures will be permitted between the hours of 4:00 p.m. and 9:00 a.m. unless authorized by the Engineer.
3. Flashing Arrow Signs (sequential arrow boards) shall be utilized for all closures of through all travel lanes and all signalized cross streets, as designated by the Engineer.
4. Left turns shall be maintained at all times to the fullest extent possible. When permitted by the Engineer, left turn lanes may be closed with R3-18, "NO LEFT or U-TURN," signs placed both at the beginning and end of each left turn lane closed.
5. Right turns shall be maintained at all times to the fullest extent possible. When permitted by the Engineer, right turn lanes may be closed with R3-1, "NO RIGHT TURN," signs placed both at the beginning and end of each right turn lane closed.
6. To allow for equipment movement and cleanup during various construction operations, momentary stoppage of traffic and turn movements will be permitted, using flagging procedures.

F. Road Closures

Road closures shall be prohibited, unless otherwise directed by the Engineer.

G. Cooperation and Collateral Work

The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The City, its workers and contractors and others, shall have the right to operate within or adjacent to the work site during the performance of such work. The City, the Contractor, and each of such workers, contractors and others, shall coordinate their operations and cooperate to minimize interference. The Contractor will not be entitled to additional compensation from the City for damages resulting from such simultaneous, collateral and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall re-deploy its work force to other parts of the Work.

Full compensation for compliance with the provisions specified and referred to hereinabove under Traffic Control shall be considered as included in the work, and no additional compensation will be allowed or paid for.

7. SAFEGUARDING OF EQUIPMENT, MATERIALS, AND WORK

Contractor shall properly safeguard all equipment, material, and work against loss, damage, malicious mischief, or tampering by unauthorized persons until acceptance of the work by the City. Locked and covered storage, or continuous surveillance by a watchman, shall be provided by the Contractor, if required to accomplish this purpose. All costs for safeguarding equipment, material, and work shall be considered incidental to the cost of the work, and no additional compensation will be allowed or paid for.

8. STORM WATER RUNOFF

National Pollutant Discharge Elimination System (NPDES) for Storm Water Discharges Associated with Construction and Land Disturbance Activities Water Quality Order No. 2009-0009-DWQ

On September 2, 2009, the State Water Resources Control Board (SWRCB) adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all discharges (construction sites where calculated soil disturbance totals 1 acre or more) are required to obtain coverage and comply with this Construction General Permit (CGP).

A copy of this permit and related documents/attachments may be found on the internet at:

http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The Contractor is hereby directed to read and understand all the requirements of this Permit as they related to this project.

9. FAILURE TO COMPLY

If the Contractor should refuse or neglect to comply with the provisions of the Contract or the orders of the Superintendent, the City may have such provision or orders carried out by others at the expense of the Contractor.

10. NONCOMPLIANCE WITH CONTRACT

Failure of the Contractor to comply with any requirement of this contract or failure to immediately remedy any noncompliance upon notice from the Superintendent, may result in suspension of contract progress payments. Any progress payments so suspended shall remain in suspension until the Contractor's operations are brought into compliance to the satisfaction of the Superintendent in accordance with this contract. No additional compensation will be allowed as a result of suspension of progress payments due to noncompliance with this contract.

11. SITE ACCESS

The Superintendent or his representative, testing agencies, and government agencies with jurisdictional interests shall be allowed access to the work at all times for their observation, inspection, and testing. The Contractor will provide proper and safe conditions for such access.

12. SAFETY

All work will be performed in compliance with the standards as established by OSHA and in accordance with the appropriate State of California regulations. It will be the Contractor's responsibility to acquaint them and abide by these regulations during all phases of construction. The Contractor will hold harmless and indemnify the City and its agents for any damages caused by failure to abide by said regulations.

13. PARKWAY RESTORATION

The Contractor shall restore parkway areas as well as private/City properties that were disturbed due to the Contractor's operation. Parkway restoration shall be done in accordance with and shall include all work specified in Subsection 300-1, "Clearing and Grubbing," and Subsection 7-9, "Protection and Restoration of Existing Improvements," of the SSPWC, except as modified below or specifically covered elsewhere in this contract.

14. FINAL CLEANUP

14.1. Cleaning and Dust Control

Clean-up and dust control shall conform to Subsection 7-8.1 of the SSPWC. During execution of work, the Contractor will daily clean the site, adjacent properties, and public access roads, and dispose of waste materials, debris, and rubbish to assure that all affected properties are maintained free from accumulations of water, materials and rubbish. Watering for dust control shall consist of developing a water supply and furnishing and placing all water required for dust control.

Contractor will provide containers for collection and disposal of waste materials, debris, and rubbish.

Contractor will cover all loads of excavated material leaving the site or of material being imported, to prevent excessive dust from being created.

14.2. Cleanup

At the end of each day, Contractor shall be responsible for the clean-up of all job sites. All job sites must be left in a safe and orderly condition. The Contractor will perform additional clean-up as directed by the Superintendent. The cost for all clean-up shall be considered incidental to the cost of the work and no additional compensation will be allowed therefor.

15. PERMITS AND LICENSES

15.1. City of Downey Business License

The Contractor and all sub-contractors shall be required to obtain a City of Downey Business Licenses (Business License fees shall not be waived). The cost for obtaining business licenses (inclusive of Contractor's and/or subcontractor's time) shall be the Contractor and/or subcontractor's responsibility, and no additional compensation will be allowed or paid for. Contractor and all subcontractors shall provide a copy of their City of Downey business license to the Superintendent.

15.2. Contractor's License

Contractor must possess a valid Class "C-27 and D-49" Contractor's License from the California Contractors State License Board at the time of bid, and must maintain the Class "C-27 and D-49" license in good standing with the California Contractors State License Board throughout the duration of the project.

All Subcontractors utilized by the prime contractor must possess a valid contractor's license from the California Contractors State License Board with respect to their appropriate classification for the work to be performed. All subcontractors must maintain their License in good standing with the California Contractors State License Board throughout the duration of the project.

15.3. South Coast Air Quality Management District (SCAQMD)

Contractor's operations shall be in accordance with all current SCAQMD requirements and laws. The Contractor is responsible for compliance with Fugitive Dust Regulations issued by the Air Quality Management District (AQMD). The Engineer shall have the authority to shut down the operations of the Contractor in the event of non-compliance with AQMD regulations. No compensation or expenses of the Contractor incidental to obtaining AQMD permits, or for adhering to AQMD requirements, will be allowed or paid for. Any fines or penalties levied by the AQMD shall be the Contractor's sole and complete responsibility.

16. PATENTS AND COPYRIGHTS

The Contractor shall indemnify and save harmless the City and its officers, agents, and employees against all claims or liability arising from the use of any patented or copyrighted design, device, material, or process

by the Contractor or any of his subcontractors in the performance of the work.

SECTION 2 – DEFINITIONS

The lump sum amounts to be paid for the Bid Items listed in the Bidding Form shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work and for performing all work contemplated and embraced under this contract. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading, temporary sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up and all other items incidental to the work.

1. Grid Trimming

This Item shall consist of scheduled grid trimming (structural prune, crown raising, crown cleaning) of all City-owned trees, regardless of species, height or diameter at standard height (DSH), in 16 geographic Districts (grids), within a designated 24-month cycle. The Grid Trimming services shall include street tree trimming, palm tree trimming, high-voltage line clearance, trimming trees in City parks, trimming trees at the Rio Hondo Golf Course, removal and disposal of trimming wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract.

Payment shall be made at the Contract Unit Price for each tree actually trimmed, regardless of species, height or DSH.

2. Computer GIS Database /GPS Inventory

Within the first 90-days of the Contract term, the Contractor shall be required to provide the following:

- Conduct a GPS inventory of the City's trees to be trimmed under this Contract, at no cost to the City. GPS accuracy should be within 1' (one foot).
- Develop and provide electronic media of relational database of the City's tree inventory in Microsoft Access 2010 and ShapeFile (ESRI Format) in State Plane Coordinates (CALZOneV NAD 83) with a front-end Graphical User Interface (GUI) application to display, query and generate reports of the tree data with latest ArcGIS 10.3 version format.
- Tree inventory system database shall be web-based, and capable of linking to City's existing GIS, and include all attributes noted below.
- Install tree inventory database, and tree inventory software to be used locally on the City's computers.
- Provide a minimum of two training sessions in the use and manipulation of the street tree database, with City staff to include hands-on demonstrations

As trees are trimmed, removed or replaced under this Contract, the Contractor shall update the computer database records indicating the date of the most recent service provided and vital statistics/attributes of the individual tree, such as: Tree number; City district/grid number; Area Type - C-Commercial/Parks/R-areas/Residential; Street; Location by Address; Location by GIS; Species by botanical name and common name; tree diameter; tree height; recommended maintenance classification; existing overhead utilities; parkway size; parkway type; sidewalk damage. See a sample listing below. All these attributes must be able to be queried to provide reports/listings for any combination of one to all of the noted fields. Other reports that must be generated by the system shall include: complete tree inventory by grid; species count by type; value of the urban forest; job balance and GPS accessibility (if any). The system should also include a report that identifies trees that are diseased or dying; recommended for removal; or notation of

other safety hazards found upon each tree; upon observation by the Contractor's certified Arborist during scheduled or unscheduled service activity. This report noting all safety hazards and requiring /recommending removal of trees or other activity, shall be provided to the City on a bi-weekly basis for further direction by the City.

The Contractor shall update the database on a weekly basis and furnish to the City both a hardcopy and digital copy of the database record of work completed with each progress billing. Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, DSH) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known. The database/system shall also be capable of tools/functions that allow work order submission and tracking; for the city's use in sending service requests for any unscheduled activity, and to note Contractor scheduled activity and updates.

Additionally, the City will provide the Contractor, by electronic submission (email), all pertinent information such as vital statistics/attributes, on all tree maintenance work/activity completed by City labor forces, to have the database/inventory updated by the Contractor, on a weekly basis.

The computer database described above shall be considered an instrument of service under this Contract, and shall remain the property of the City of Downey during the life of and following the termination of this contract. The computer database described above shall be considered an instrument of service under this Contract, and shall remain the property of the City of Downey at the termination of this contract.

This Item shall consist of conducting a GPS inventory of the City's trees to be trimmed under this Contract, including the development of a relational database of the City's tree inventory, furnishing and installing necessary software, and training City staff to manipulate the data, perform queries, and generate reports, etc., and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract

This system shall be password accessible twenty-four (24) hours each day of the year via the internet. Historic tree inventory and work history data, to be provided by the City, shall be uploaded and operational within Contractor's tree inventory system prior to the commencement of any tree service work under the terms of an awarded contract. All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Contractor and shall be provided at no cost to the City of Downey. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web-based applications, including the ability to export data into common spreadsheet applications. The records created for the City shall be the property of the City.

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support with experienced staff available to the City during the hours of 7 a.m. to 5 p.m. Monday through Friday. The Contractor shall be readily available by telephone, email, or may respond to the City's location within a timely manner to resolve any technical issues related to this database.

Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work. Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied.

Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the agreement.

Location: -138.152560 27.196037 Dcimal Degrees

Field	Value
OBJECTID	110
INVENTORYI	4413183
DISTRICT	7
ADDRESS	10606
STREET	LAKEWOOD BL
FICTITIOUS	
SIDE	Front
TREE	2
ONADDRESS	10606
ONSTREET	LAKEWOOD BL
BOTANICAL	Vacant site
COMMON	VACANT SITE
DBH	---
HEIGHT	---
MAINTENANC	Plant
PARKWAY	3
UTILITY	Y
SW_DAMAGE	
CITY	Downey

3. Service Request / Aesthetic Tree Trimming

This Item shall consist of a service request based, full prune/aesthetic trim, as directed by City Service Request, regardless of species, height or DSH, at any location throughout the City, on public streets, in City parks or the Rio Hondo Golf Course, including removal and disposal of trimming wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract.

Payment shall be made at the Contract Unit Price per each tree actually trimmed by the Contractor, regardless of species, height or DSH.

4. Tree & Stump Removal

This Item shall consist of complete removal of tree and stump, as directed by City Service Request, regardless of species or height, at any location throughout the City, on public streets, in City parks or the Rio Hondo Golf Course, including removal and disposal of all trimming, wood and stump grinding wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract.

Payment shall be made at the Contract Unit Price per inch diameter at standard height (inch-DSH) of trunk and stump actually removed by the Contractor, regardless of species or height.

5. Furnish & Plant 24-Inch Box Tree

This Item shall consist of furnishing and planting of 24-Inch Box Trees, as directed by City Service Request, regardless of species, at any location throughout the City, on public streets, in City parks or the Rio Hondo Golf Course, including double staking, trunk guard, soil preparation, removal and disposal of all wastes, and watering for ninety (90) calendar days, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract. Payment shall be made at the Contract Unit Price per each 24-Inch box tree actually furnished and planted by the Contractor.

6. Crew Rental unit

This Item consists of one three-man crew (1 trimmer, 2 grounds person), aerial unit, dump truck and chipper. Special projects that are difficult to access, or require the need for specialty equipment (i.e. 95-foot tower), would fall under Crew rental. The crew and equipment can be modified to complete any type of miscellaneous task including special projects that may consist of extraordinary work as approved by the City.

Payment shall be made at the Contract Unit Price per each hour of work completed by the Contractor.

The Contractor shall perform services in addition to those specified in this contract when directed to do so by the City. These additional services will consist of unscheduled tree trimming maintenance services of trees including, but not limited to service request tree trimming, tree removal, stump removal, root pruning, root barrier installation, and planting of trees, with or without root barriers, removal and disposal of waste materials, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

Payment for Additional Services shall be made at the Contract Unit Price for each Service actually completed and shall include full compensation for all materials, labor, equipment, tools, and incidentals. The Contract Unit Prices are those as set forth in this contract.

The Contractor shall transport and dispose of all tree wastes in accordance with all City, County and Federal requirements.

Additional (Unscheduled) Tree Trimming/Maintenance Services

7. Stump Removal Only

This Item shall consist of stump removal only, as directed by City Service Request, regardless of species, at any location throughout the City, on public streets, in City parks or the Rio Hondo Golf Course, including removal and disposal of all stump grinding wastes, furnishing and placing clean topsoil backfill, restoration of disturbed turf areas, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract.

Payment shall be made at the Contract Unit Price per inch of tree stump diameter actually removed by the Contractor, regardless of species. Assumes stump height of 1-foot or less.

8. Root Prune

This Item shall consist of root pruning, as directed by City Service Request, regardless of species, at any location throughout the City, on public streets, in City parks or the Rio Hondo Golf Course, including removal and disposal of all root pruning wastes, placement and compaction of clean topsoil backfill, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract.

Payment shall be made at the Contract Unit Price per lineal foot-inch of root pruning actually completed by the Contractor, regardless of species. Measurement shall be per lineal foot of root pruning completed times the depth of the root pruning cut, in inches. Thus 10 lineal feet of a root pruning cut extending 24 inches deep shall equal a pay quantity of 24 lineal foot-inches.

9-11. Furnish & Install Root Barriers (by size)

This Item shall consist of furnishing and installation of root barrier, as directed by City Service Request, regardless of species, at any location throughout the City, on public streets, in City parks or the Rio Hondo Golf Course, including removal and disposal of all wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract.

Payment shall be made at the Contract Unit Price per square foot of root barrier actually furnished and installed by the Contractor, for 12-inch, 18 inch, and Biobarrier product.

12. Furnish & Plant 36-Inch Box Tree

This Item shall consist of furnishing and planting of 36-Inch Box Trees, as directed by City Service Request, regardless of species, at any location throughout the City, on public streets, in City parks or the Rio Hondo Golf Course, including double staking, trunk guard, soil preparation, removal and disposal of all wastes, and watering for ninety (90) calendar days, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract. .

Payment shall be made at the Contract Unit Price per each 36-Inch box tree actually furnished and planted by the Contractor.

13. Plant City-Furnished 15 Gallon Tree

This Item shall consist of planting 15-gallon Trees, as directed by City Service Request, regardless of species, at any location throughout the City, on public streets, in City parks or the Rio Hondo Golf Course, including double staking, trunk guard, soil preparation, removal and disposal of all wastes, and watering for ninety (90) calendar days, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract.

Payment shall be made at the Contract Unit Price per each 15-gallon tree actually planted by the Contractor.

14. Plant City-Furnished 24-Inch Box Tree

This Item shall consist of furnishing and planting of City-furnished 24-Inch Box Trees, as directed by City Service Request, regardless of species, at any location throughout the City, on public streets, in City parks or the Rio Hondo Golf Course, including double staking, trunk guard, soil preparation, removal and disposal of all wastes, and watering for ninety (90) calendar days, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract.

Payment shall be made at the Contract Unit Price per each City-furnished 24-Inch box tree actually planted by the Contractor.

15. Plant City-furnished 36-Inch Box Tree

This Item shall consist of furnishing and planting of City-furnished 36-Inch Box Trees, as directed by City Service Request, regardless of species, at any location throughout the City, on public streets, in City parks

or the Rio Hondo Golf Course, including double staking, trunk guard, soil preparation, removal and disposal of all wastes, and watering for ninety (90) calendar days, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract.

Payment shall be made at the Contract Unit Price per each City-furnished 36-Inch box tree actually planted by the Contractor.

16. Watering of young trees

- a. This item shall consist of one watering truck and operator, per day, as directed by City Service Request, for watering of newly planted City trees at any locations among various routes throughout the City, on public streets, in city Parks, or the Rio Hondo Golf Course. Payment shall be made at the Contract Unit Price per each day of watering provided by the Contractor.

17. ISA Certified Arborist

This item consists of one ISA Certified Arborist to complete inspections of City tree conditions in addition to the regularly scheduled operation, based on service requests and specific locations identified by the City, on an hourly basis. Upon inspection, Arborist is to provide the City with a written report, to include his/her recommendation for tree removal/replacement, or other recommended action along with photographs of tree/condition.

Payment shall be made at the Contract Unit Price for the actual time spent on inspection and preparing subsequent reports, per hour, and not based on a minimum charge.

18-20. General Labor Rates:

- a. Grounds person – on hourly basis
- b. Equipment Operator – on hourly basis
- c. Trimmer - on hourly basis

Payment shall be made at the Contract Unit Price per each hour of work completed by the Contractor.

Emergency Services During Work Hours

During regular work hours, Monday to Friday from 7:00 a.m. to 5:00 p.m., the City may call upon the Contractor to respond to an emergency situation that requires immediate tree trimming/maintenance services. These situations may include, but not limited to tree trimming/removal due to damage inflicted by high winds, storms, floods, traffic collisions, and other emergency callouts. The Contractor is required to respond to these emergency services requests within two (2) hours of notification time. Failure to respond within the designated time will result in penalties as indicated in section 1.

Payment for any emergency services required during work hours shall be made at the Contract Unit Price for the total actual work hours required to complete the assigned tasks and shall include full compensation for all materials, labor, equipment, tools, and incidentals. The Contract Unit Price for these Emergency Services shall be stated in the Proposal.

Emergency Services

21. Emergency Services – During Work Hours

This Item shall consist of a fully equipped three-man crew called in for emergency tree trimming/removal during normal working hours (Monday through Friday from 7:00 am to 5:00 p.m.), as directed by City verbal orders, regardless of species, at any location throughout the City, on public streets, in City parks or the Rio Hondo Golf Course, including removal and disposal of all trimming, wood and stump grinding wastes, and

all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract.

Payment shall be made at the Contract Unit Price for the total actual hours required to complete the assigned tasks.

22. Emergency Services – Outside Work Hours

This Item shall consist of a fully equipped three man crew called in for emergency tree trimming/removal outside of normal working hours (Monday through Friday from 5:00 pm to 7:00 am), as directed by City verbal orders, regardless of species, at any location throughout the City, on public streets, in City parks or the Rio Hondo Golf Course, including removal and disposal of all trimming, wood and stump grinding wastes, and all appurtenant work thereto necessary for the satisfactory completion of the required services, in accordance with this contract.

Payment shall be made at the Contract Unit Price for the total actual hours required to complete the assigned tasks.

SPECIFICATIONS FOR TREE TRIMMING, REMOVAL & PLANTING

PART 1 GENERAL

1.1 REFERENCE STANDARDS

All work shall conform to American National Standards Institute (ANSI) A300 Part 1 – 2001 Tree, Shrub and other Woody Plant Maintenance – Standard Practices for Pruning, and the Western Chapter of the International Society of Arboriculture Pruning Standards.

Contractor shall comply with the Cal/OSHA General Industry and Electrical Safety Orders and ANSI Standard Z133.1 Pruning, Trimming, Repairing, Maintaining, and Removing Trees and Cutting Brush - Safety Requirements.

All work shall generally conform to the current edition of the Standard Specifications for Public Works Construction (SSPWC) written and promulgated by Public Works Standards, Inc., a mutual benefit corporation comprised of members of the American Public Works Association, the Associated General Contractors of California, the Engineering Contractors Association, the Southern California Contractors Association and BNI Publications, Inc.

1.2 STANDARD OF PERFORMANCE

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel. Contractor further agrees that any work performed, materials or equipment furnished by Contractor under the Contract shall meet fully the requirements of this contract and be subject to the approval and acceptance of the City.

1.3 INSPECTION

The Superintendent shall be furnished with every reasonable facility for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this document. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.

Any work found to be unacceptable will be noted in writing. Upon receipt of notice of any deficiencies; the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at Contractor's expense.

Inspection of Hazardous Conditions

All City trees shall receive routine maintenance and periodic inspections by the Contractor. The Contractor must have an ISA certified Arborist be on site for a regularly scheduled minimum of eight (8) hours per week. The Arborist's scheduled time in the City shall be noted in the daily work schedule that is to be provided to the City electronically at the start of every work day.

Tree problems that are clearly visible by inspection, but not considered hazardous, will be reported by the Contractor's Arborist to the City Superintendent, or his/her designee, for direction and/or further evaluation. The Arborist and Tree workers must inspect for any obvious hazards related to trees, including uplifted sidewalk segments. All hazardous situations should be corrected or promptly reported to the City. The Arborist and/or crew performing the tree trimming maintenance work shall properly notify the City of any tree related problems that are clearly visible, including weakened or defective trees. This shall be submitted to the City in written form, if not considered hazardous, on a biweekly basis; or within 24 hours, if deemed hazardous.

TECHNICAL SPECIFICATIONS

A. Definitions

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Downey is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any City-approved person or company employed by Contractor and working under this contract.

B. Public Noticing

The Contractor shall supply and post standard signage on the trunk of the tree at the site work at which work is to be performed, at least forty-eight hours (48) in advance of work with the signage clearly stating what type of work is to be done and what affect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

C. Tool Sanitation

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain and will result in severe penalties to the Contractor.

D. Wildlife Protection

Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the Superintendent, or his/her designated representative. At no time shall any nest or wildlife be removed from its location.

In the event that wildlife is accidentally displaced and needs assistance, the Contractor shall notify the City's Animal Control service and/or the nearest appropriate animal rescue facility shall be contacted for assistance.

E. Pre-inspection

Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the Superintendent or designated representative prior to commencing work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the Superintendent shall be considered the responsibility of the Contractor.

F. Setup, Operations, Equipment Staging

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

G. Risk Management

Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). The Contractor shall be responsible to meet equipment inventory requirements described herein. Failure to maintain control at all times shows a lack of planning and judgment, is dangerous, can result in serious injury and will be penalized. No reasoning will be accepted for loss of control incidents. In addition to penalties and/or the withholding of contract payments, the Contractor shall be responsible for the mitigation of any damage related to a loss of control incident.

H. Cleanup of Greenwaste & Debris

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain.

I. Disposal of Materials/City to Receive Recycling Credit (AB 939)

All green waste produced; as a result of the Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed by Contractor. Weight slips shall be required as proof of final disposal and must be submitted by Contractor with each demand for payment. All brush generated from tree trimming operations shall be recycled where practical.

Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a mulching program, and Contractor shall provide proof of such with each demand for payment.

Reusing will include, but not be limited to using chipped, ground or shredded tree materials as mulch. If the Contractor has a location outside the City where such mulch may be applied, Contractor must provide the City with documentation (included in each demand for payment) from the property owner indicating location and amount of material to be used at that location.

Recycling will include, but not be limited to firewood that is too large to be chipped, ground or shredded for use as mulch. Transformation will include, but not be limited to firewood that is too large to be chipped, ground or shredded for use as mulch. If wood is to be kept for firewood by Contractor, Contractor must provide to the City proof of such an operation with each demand for payment

Wood Chips:

- a. Chips generated from trimming operations within the City of Downey may be dumped and spread at a City designated site with written permission from the Superintendent, or his/her designee.
- b. At the direction of the Superintendent or his/her designee, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped and spread in specified locations in the City as requested.

J. Withholding Payment

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective, unsatisfactory or inadequate work not corrected.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make proper payments to sub- Contractors or for materials or labor.
4. A reasonable doubt that the contract can be completed for the balance unpaid.
5. Damage that resulted from an incident involving property damage and/or bodily injury.

PART 2 PRODUCTS

1.1 GENERAL

All materials furnished by the Contractor shall be new, free from defects and shall match the proprietary specifications cited below, or approved equal. All materials furnished must be satisfactory to the City. Materials not in accordance with this contract, in the opinion of the City shall be made to conform thereto.

Unsatisfactory materials shall be rejected, and if so ordered by the City, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

1.2 ORDERING MATERIALS

One copy of each of the Contractor's purchase orders for materials forming a portion of the work must be furnished to the City, if requested. Each such purchase order shall contain a statement that the materials included in the order are subject to inspection by the City. Materials purchased locally will be inspected at the point of manufacture or supply, and materials supplied from points outside the Los Angeles area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials set forth in this contract.

1.3 MATERIALS TO BE FURNISHED

When specifically requested by the City, the Contractor shall furnish the following materials under this contract:

Top Soil – Shall conform to Class "A" imported topsoil or select material generated from on-site excavations, in accordance with Section 212-1.1 "Topsoil," of the SSPWC.

Organic Soil Amendment – Shall consist of Kellogg's "Gro-Mulch" or equal, conforming to Type 1 organic soil amendment, in accordance with Section 212-1.2.4 "Organic Soil Amendment," of the SSPWC.

Grass Seed – Shall consist of Northrup-King "Fast & Fine" or equal, a blend of perennial ryegrass, Kentucky bluegrass and creeping red fescue exhibiting germination in not more than 7 days.

Top-Dressing – Shall consist of Kellogg's "Topper" or equal, conforming to Type 1 mulch, in accordance with Section 212-1.2.5 "Mulch," of the SSPWC.

Fertilizer - Shall consist of Scotts "Agriform" (20-10-5) 21-gram controlled release fertilizer tablets.

Trees – Shall consist of species identified, either 15-gallon, 24 or 36-inch box size, as designated by the City. Trees shall conform to the American Standard for Nursery Stock ANSI Z60.1-1996, and shall be subject to inspection and approval by the City prior to delivery to the planting site.

Root Barriers – Shall consist of Deep-Root "Universal Barrier" – UB 18-2, UB 24-2 or UB 36-2 or equal, copolymer polypropylene interlocking panels.

Tree Stakes – Shall consist of 2-inch diameter, pressure-treated lodge pole stakes, 10-feet in length.

Tree Ties – Shall consist of V.I.T. Products "Cinch-Tie" or equal, flexible vinyl ties meeting ASTM-D-412, to provide adequate tree support while allowing movement and growth of the trunk

Trunk Guards – Shall consist of Deep Root "AG9-4 Arbor Guard", or approved equal.

PART 3 EXECUTION

1.1 GENERAL PRUNING STANDARDS

The primary objectives of tree trimming under this contract are to promote health, prevent decay, improve public safety, prevent branch and foliage interference with requirements of safe public passage, and

improve the aesthetics of each tree. Complete tree pruning shall consist of the total removal of those dead or living branches that may threaten the future health, strength and attractiveness of trees. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. Consideration shall be given to the growth habits of individual tree species within the local environment.

1. General Specifications for hardwood tree – GRID TRIMMING

- a. Grid trimming means routine tree pruning per pre-designated districts/grids on a scheduled cycle to include all trees within that district, regardless of location, species or size. This pruning will include structural pruning, crown raising, clearance prune, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture (ISA) Pruning Standards (Best Management Practices), the ANSI A300, and as noted below, based on each individual need/condition of the tree and its species.

Crown Cleaning: *Crown Cleaning* or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.

Crown Raising/Clearance Prune

A *Crown Raising or Clearance Prune* is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

1. Crown Raising: *Crown Raising* consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.
 2. Clearance Prune: *Clearance prune* is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted.
- b. Trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Street clearance shall be kept to a minimum of fourteen feet (14') above the paved surface of the street and no greater than sixteen (16') feet above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time as direction is obtained from the Superintendent or his/her designee. For grid trimming, tree foliage/canopy shall be reduced by at least twenty-five percent (25%), but no greater than thirty percent (30%). When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
 - c. Contractor shall consult with the Superintendent or his / her designee, before making any cuts that could result in permanent disfigurement of the structure of any tree.
 - d. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.

- d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
- e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.
- f. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
- g. All dead and dying branches and branch stubs shall be removed.
- h. All broken or loose branches shall be removed.
- i. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.
- j. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
- k. Selectively prune branches that create sight line conflicts with traffic control signs and/or devices.
- l. Selectively prune branches that are within five (5) feet of a structure.
- m. Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- n. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the Superintendent, or his/her designee, to do otherwise.
- o. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
- p. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
- q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
- r. All major pest problems shall be promptly reported to the Superintendent, in electronic written form within 24 hours.
- s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.

- t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
- u. Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
- v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
- w. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City to aid in the safety of climbers performing the removal of a tree.
- x. Topping shall not be done unless specifically requested by the City.

2. SERVICE REQUEST/AESTHETIC TREE TRIMMING – FULL PRUNE

Service Request/aesthetic tree trimming shall be performed on an unscheduled grid, service request basis only, i.e., by City submitting a Service Request for aesthetic trimming of any tree in any location, regardless of species, size or DSH. This pruning will include full pruning, crown thinning, crown reduction and crown restoration, in accordance with the standards set forth by the International Society of Arboriculture (ISA) Pruning Standards (Best Management Practices), the ANSI A300, and as noted below, based on each individual need/condition of the tree and its species.

Full Prune Classifications - for Service Request / Aesthetic Trim category

A *Full Prune* is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall have no more than 30% of the live foliage removed. A Full Prune typically consists of one or more of the following pruning treatments:

- a. Crown Thinning: *Crown Thinning* includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulate and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown, can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to 30% of the live foliage may be removed unless directed otherwise by the Superintendent.
- b. Crown Reduction: *Crown Reduction* is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.
- c. Crown Restoration: *Crown Restoration* is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.

3. Other Pruning Specifications for individual Hardwood Species – ALL TRIMMING TYPES

a. General Trimming and Shaping of Conifers

Two basic classes of conifers can be found in Downey, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper. Conifers shall typically be pruned in late winter or early spring. Typically, up to 30% of the live foliage may be removed unless directed otherwise by the Superintendent or his/ her designee.

1. Contractor shall avoid damaging the central leader on all conifers. In specific cases the Superintendent, or his/her designee, may direct the Contractor to remove the central leader in an effort to limit the height of specific trees.
2. At the time of pruning, the Superintendent or his/her designee, shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
3. To control the growth of large, mature conifers Contractor shall be required to prune the new growth of lateral limbs.
4. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

b. General Trimming and Shaping of Broadleaf Trees

Follow the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the Superintendent, or his/her designee, and in accordance with the following:

1. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) and up to thirty percent (30%).
2. In specific cases the Superintendent, or his/her designee, may direct the Contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.
3. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
4. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
5. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

c. Palm Tree Pruning

Pruning of palms consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

1. The specifications for the pruning of palm trees are as follows:
 - a. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the Superintendent, or his/her designee, immediately.
 - b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree.

At no time shall a chainsaw be used to prune any frond from any Canary Island Date Palm (*Phoenix canariensis*) in the City of Downey. The use of chainsaws to prune any frond from any Canary Island Date Palm will result in monetary penalties.

Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.

- c. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any Canary Island Date Palm (*Phoenix canariensis*) in the City of Downey.

The use of chainsaws to prune any fruit or flower structures from any Canary Island Date Palm will result in severe contract penalties.

Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

- d. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:

1. Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown.

Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City of Downey, the Contractor may use a clean chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, untapered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.

The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

2. Date Palm (*Phoenix dactylifera*): spent petiole bases are left to form a supportive "base" below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island Date Palm (*Phoenix canariensis*), the base does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) and no more than six (6) feet below the lowest live frond in the crown.
3. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City of Downey, the Contractor may use a chainsaw in forming and/or

shaping the base of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the base meets the standard described herein each time a Date Palm is pruned.

4. Queen Palm (*Syagrus romanzoffianum*): loose petiole bases are to be removed each time the crown of a Queen Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.
5. King Palm (*Archontophoenix cunninghamiana*): loose petiole bases are to be removed each time the crown of a King Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.
6. Mexican Fan Palm (*Washingtonia robusta*): spent petiole bases are left uniformly long to form a base which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.
7. California Fan Palm (*Washingtonia filifera*): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.

D. Tree Removal

Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

1. The Contractor shall comply with all standards described herein.
2. The diameter price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
3. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the Superintendent or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
4. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
5. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the Superintendent, or his/her designee for assistance. The errant removal of trees shall be penalized.
6. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. Loss of control incidents shall be penalized.

7. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City of Downey. Crane operators shall be certified by Commission for the Certification of Crane Operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City.
8. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights or way or private property. In addition, the Contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.
9. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.
10. The Contractor shall be responsible for the repair of any public or private property hardscape or irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.
11. All hazards to pedestrians and vehicles resulting from tree removal shall be safeguarded immediately. If for some reason this cannot be accomplished, the area shall be adequately barricaded and lighted until the hazard can be eliminated.
12. Residential streets may be temporarily closed to through traffic prior to falling trees in accordance with the Traffic Control provisions in Section 1, subsection 6.
13. Wood chips resulting from the stump grinding operation shall be removed and replaced with clean topsoil matching native Downey soil. The ground surface shall be tamped and raked to remove rocks, clods and other objectionable materials in excess of ¼-inch in diameter, providing a smooth appearance.
14. Grass seed shall be evenly distributed and top-dressed with suitable mulch for all trees removed in lawn areas, unless otherwise directed by the City, or a replacement tree is to be planted in the same location.

E. Tree Planting & Young Tree Care

1. Tree Planting

Tree planting consists of the installation of nursery stock container or palm trees supplied by the Contractor, and/or supplied by the City, as identified in the bid items.

- a. The Contractor shall comply with all standards described herein.
- b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
- c. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted.
- d. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.

- e. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
- f. The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the Superintendent, or his/her designee, for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
- g. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, nails) shall be removed from the planting pit prior to backfilling.
- h. The Contractor shall install the tree or palm so that the top of root ball is two (2) inches above top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree or palm so that the top of root ball is two (2) inches above surrounding finish grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
- i. The Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten (10) percent well decomposed organic fines.
- j. The Contractor shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.
- k. While backfilling, the Contractor shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
- l. The Contractor shall be responsible for the stability of planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty (180) degrees opposite the other. The root ball shall not be damaged by the installation of stakes. The stake shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using City approved tree ties installed as per manufacturer's specifications.
- m. Upon completion of the planting of a tree, the Contractor shall seed and top-dress any barren areas within ten (10) feet of the center of the trunk of the tree if there was established turf in that

location. The seed shall be of the same tall fescue turf grass type existing on site or annual ryegrass if the turf is a non-seedable variety; to be applied at a rate appropriate for the type of turf seed applied. The seed shall be top dressed with well-decomposed organic fines, spread evenly with a topdressing roller, at a depth of one eighth (.125) inch. Use of manure, native soil or chip topdressings will not be allowed. The Contractor shall include seed establishment information for the property owner at the time of tree removal. A circular watering basin slightly larger than the planting hole shall be left around the tree.

n. The Contractor shall not use hoses, equipment or water from private properties while installing or watering-in parkway trees.

o. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirect root growth downward, eliminating the surface rooting that damages hardscapes and creates a hazard. The barrier shall be 12" in depth, and a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service cost as noted in the bid items.

2. New Tree Care

New Tree Care consists of the irrigation of young trees which have been installed by the Contractor and the cultivation of new canopy coverage.

21 The Contractor shall comply with all standards described herein.

22 As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall take all responsibility for any damage that occurs during the planting of any tree.

23 The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.

24 While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.

25 Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated. The Contractor will maintain full responsibility of the new tree care for all new trees planted by the Contractor, for the first 90 day period. The Contractor will replace the tree for any damage or failure of the tree during that timeframe.

f. The Contractor shall maintain a daily log of trees watered, noting species and location. The log shall list the tree watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

V. Root Pruning Specifications

In an effort to minimize future damage to public sidewalks and curbs and gutters, the City of Downey may utilize a root pruning and root barrier installation program. The Contractor will be provided a listing of trees to be root pruned. The list shall include the location of the tree, tree species, lineal feet to be root pruned and area to be pruned such as sidewalk or curb and gutter.

Roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements as indicated. Root pruning cuts adjacent to the sidewalk shall be four (4) inches wide, twelve (12) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the sidewalk or other improvements. Root pruning cuts adjacent to the curb shall be four (4) inches wide, eighteen (18) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the curb or other improvements.

Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scraping or marking the sidewalk.

After the pruning cut has been completed, and if directed by the City, the Contractor shall install the appropriate amount of root pruning barrier by Deep Root Corporation, or an approved equal. All cuts shall be backfilled immediately upon completion of root pruning and barrier installation at each location. Backfill material shall consist of soil and/or mulch from root pruning and shall be free of rocks and other debris. All debris generated by these operations shall be immediately removed from the site and properly disposed of by the Contractor.

The Contractor shall repair or replace all utility service connections or sprinkler systems within the right-of-way that are damaged or removed as a result of the root pruning operation. Repairs shall be implemented immediately and completed by the end of the same working day. Repairs and replacements shall be at least equal quality and configuration to existing improvements and shall match them in finish and dimension.

The Contractor shall be responsible for contacting Underground Service Alert (USA) 1-(800) 422-4133 for locating underground utilities prior to beginning the pruning operation.

The Contractor shall submit a lineal foot cost for the root pruning and root barrier installation. The cost of providing all labor, tools, equipment and materials necessary for performing the specified work will be included in the Bid price and no additional compensation will be allowed.

VI. HIGH-VOLTAGE LINE CLEARANCE

All persons performing tree trimming operations in the vicinity of exposed energized overhead conductors and equipment shall be properly trained in line clearance tree trimming operations in accordance with Section 2951 – "Line Clearance Operations," of the Cal/OSHA High-Voltage Electrical Safety Orders.

Only qualified line clearance tree trimmers, or trainees under the direct supervision and instruction of qualified line clearance tree trimmers, shall be permitted to perform such work.

Under no circumstances shall the minimum distance specified in Section 2940.2(b), Table 2940.2, of the Cal/OSHA High-Voltage Electrical Safety Orders be violated.

The employee in charge of each independent crew shall coordinate the de-energizing and re-energizing of high-voltage lines with the operator of the high-voltage lines.

Branches contacting energized conductors or equipment shall be removed only by using non-conductive equipment.

Line clearance tree trimming work shall not be performed when adverse weather conditions in the immediate vicinity make the work hazardous in spite of the work practices required by this section.

1.2 CLEAN-UP & DISPOSAL

The Contractor shall clean all job sites when work is completed, including the raking/sweeping of leaves, twigs, etc. from the private property, sidewalks, gutters, parkway and streets. All resulting debris shall be removed from the work site daily and properly disposed of at the end of each workday. Under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

All tree parts are to be loaded into transport vehicles. The vehicles must have the front and sides solid and the top and rear shall be covered with a tarp, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport.

Branches, suckers, bark and other tree parts that are chipped are to be tarped and hauled to the disposal site during the workday.

All healthy tree wood is the property of the Contractor and shall be disposed of away from the site area (No wood shall be left along public right-of-way unless directed by the City.)

The Contractor shall transport and dispose of all tree wastes in accordance with all City, County and Federal requirements. Tree wastes are not to be off-loaded at temporary storage sites on City, State, or Federal properties within the City limits. The City shall be notified which disposal sites(s) are used. The Contractor shall be solely responsible for all fees involved in the disposal. The Contractor shall also submit a monthly report, with accompanying documentation/receipts, to the Superintendent or designated representative for the total tonnage of the tree wastes disposed in the preceding month.

1.3 PUBLIC CONVENIENCE & SAFETY

Contractor shall endeavor to maintain good public relations at all times. Work shall be performed by competent employees and supervised by an experienced, English-speaking supervisor in tree maintenance operations.

The Contractor shall conduct his operations so as to offer the least possible obstruction and inconvenience to the public, and the work area shall be of no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public will be considered at all times.

The Contractor shall maintain safe and adequate pedestrian and vehicular access to all properties. Access to these facilities shall be continuous and unobstructed, unless otherwise approved by the Superintendent.

The Contractor shall deliver advanced written notification of the intended tree operations at each work location to all affected businesses and residents.

The Contractor shall furnish and maintain construction signs, barricades, temporary fencing, etc., to safeguard the public from the work areas, as described herein, and as directed by the City.

Parking - On-street parking shall be restricted within the work area limits, during the specified working hours, on weekdays only. Temporary "NO PARKING" signs shall be provided and posted by the Contractor not less than forty-eight (48) hours in advance of the start of work requiring said restriction. Temporary "NO PARKING" signs must clearly state the days, dates, and hours when the parking restrictions are in effect. The Contractor shall not be permitted to staple any signs to trees. Signs shall be tied or taped so as not to damage the trees.

The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

Lane Closures - Major arterial streets shall be subject to closure of a single lane closest to the work area only. Complete closure of major arterial streets shall be prohibited. The Contractor shall comply with the following general lane closure requirements:

- 1.) Flashing Arrow Signs (sequential arrow boards) shall be utilized for all closures of through travel lanes on all major arterial streets.
- 2.) Not less than one 10-foot travel lane shall be provided in each direction at all times, except as specified below.

Road Closures – Residential streets may be temporarily closed to through traffic to accommodate the work. However, the Contractor shall maintain access for residents, local traffic, and emergency vehicles at all times. Prior to implementation of local road closures, the Contractor shall notify the City of Downey Public Works Department at (562) 904-7102.

All employees working within the roadway right-of-way shall wear reflective safety vests.

For tree trimming at the City's Rio Hondo Golf Course, the Contractor's workforce shall beware that the golf course is open to public play during the performance of the work and shall remain watchful of golf play at all times. All workers shall wear head and eye protection at all times to safeguard against injury.

No open excavations or planting pits shall be left unattended unless adequately covered and barricaded. The Contractor shall leave no open excavations beyond working hours.

1.4 WORKING HOURS

- A. Unless otherwise specified in the Contract Special Conditions, work or activity of any kind shall be limited to the hours between 7:00 a.m. to 5:00 p.m. No construction noise shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. of the next day, pursuant to the Downey Municipal Code.
- B. Work in excess of eight (8) hours per day, on Saturdays, Sundays, or on City holidays requires prior written consent of the Superintendent.
- C. Night, Sunday and Holiday Work:

Unless otherwise specified in the contract, no work shall be performed on the eleven (11) legal holidays to wit: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve and Christmas Day, except work pertaining to the public safety or with the permission of the Superintendent, and accordance with such regulations as he/she shall furnish in writing. Before performing any work at said times, except work pertaining to the public safety, the Contractor shall give written notice to the Superintendent so that proper inspection may be provided. "Night" as used in this paragraph shall be deemed to include the hours from 5:00 P.M. to 7:00 A.M. of the next succeeding day.

END SECTION

EXHIBIT "B" COMPENSATION

Corporation

Gus K. Franklin, President

Eric L. Franklin, Exec. Vice President / Secretary

Jack D. Mooring, Vice President

Corporation organized under the laws of the State of:

California

Note: All signatures must be notarized. Corporate seal must be impressed hereon in case of corporation.

FEE SCHEDULE-PROPOSAL FORM

Name of Proposer UNITED PACIFIC SERVICES, INC.

The undersigned, having examined the proposed Contract Documents and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for.

BASE FEE

The City reserves the right to increase or decrease the quantity of base proposal items as deemed necessary during the term of this contract.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL AMOUNT
• BASIC SERVICES: Basic Tree Trimming/Maintenance Services					
1	<u>Grid Trimming - Scheduled Tree Trimming by Grid (based upon 24 month cycle), on streets, parks, or golf course</u>	7,200 estimated	Per Tree	\$ 53.00	\$ 381,600.00
2	<u>Tree Inventory/GIS Computer Database - completion of GIS based Tree inventory - within 90 days of award; establish and maintain a GIS database system/program</u>	Lump Sum	NO FEE	NO FEE	NO FEE
3	<u>Service Request / Aesthetic Tree Trimming – by Service Request on Streets, Parks or Golf Course. Includes all species, heights, DSH, etc.</u>	800	Per Tree	\$ 120.00	\$ 96,000.00
4	<u>Complete Tree & Stump Removal – by Service Request on Streets, Parks or Golf Course. Includes all species & heights</u>	4,500	Per inch of Diameter	\$ 32.00	\$ 144,000.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL AMOUNT
5	Furnish & Plant 24-Inch Box Tree – by Service Request on Streets, Parks or Golf Course. Includes all species	100	Per Tree	\$ 415.00	\$ 41,500.00
6	Crew Rental Unit – 3 men (1 trimmer, 2 grounds persons), aerial unit, dump truck and chipper	300	Per Hour	\$ 240.00	\$ 72,000.00
TOTAL BASE FEE – Items 1 through 7 - in figures				\$ 735,100.00	
Total Base Fee – Items 1 through 7 - in words:					
Seven Hundred Thirty Five Thousand One Hundred Dollars and No Cents					
<u>ADDITIVE ALTERNATIVES – Unscheduled Tree Trimming/Maintenance Services</u>					
The City reserves the right to use any or all additive alternative proposal items as deemed necessary during the term of contract.					
7	<u>Stump Removal Only</u> – by Service Request on Streets, Parks or Golf Course. Includes all species	----	Per inch of Diameter	Unit Price \$ 15.00	
8	<u>Root Pruning</u> – by Service Request on Streets, Parks or Golf Course. Includes all species & heights	----	Per lineal foot	Unit Price \$ 20.00	
9	<u>Furnish & Install 12" Root Barrier</u> – by Service Request on Streets, Parks or Golf Course. Includes all species & heights	----	Per Lineal Foot	Unit Price \$ 30.00	
10	<u>Furnish & Install 18" Root Barrier</u> – by Service Request on Streets, Parks or Golf Course. Includes all species & heights	----	Per Lineal Foot	Unit Price \$ 35.00	
11	<u>Furnish & Install Biobarrier product, depth from 12" to 30", including horizontal applications</u> – by Service Request on Streets, Parks or Golf Course. Includes all species & heights	----	Per Lineal Foot	Unit Price \$ 40.00	
12	<u>Furnish & Plant 36-Inch Box Tree</u> – by Service Request on Streets, Parks or Golf Course. Includes all species	----	Per each	Unit Price \$ 1,100.00	
13	<u>Plant City furnished 15-Gallon Tree</u> – by Service Request, on Streets, Parks or Golf Course. Includes all species	---	Per Tree	Unit Price \$ 175.00	
14	<u>Plant City-furnished 24-Inch Box Tree</u> – by Service Request on Streets, Parks or Golf Course. Includes all species	----	Per each	Unit Price \$ 275.00	
15	<u>Plant City-furnished 36-Inch Box Tree</u> – by Service Request on Streets, Parks or Golf Course. Includes all species	---	Per each	Unit Price \$ 650.00	

ITEM NO.	DESCRIPTION	QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL AMOUNT
16	<u>Watering of young trees, water truck-operator</u>	----	Per day	Unit Price \$ 750.00	
17	<u>ISA Certified Arborist, including inspection, written report and recommendation</u>	----	Per Hour	Unit Price \$ 145.00	
	• <u>GENERAL LABOR RATES</u>				
18	<u>Groundsperson</u>	----	Per Hour	Unit Price \$ 80.00	
19	<u>Equipment Operator</u>	----	Per Hour	Unit Price \$ 85.00	
20	<u>Trimmer</u>	----	Per Hour	Unit Price \$ 90.00	
	• <u>EMERGENCY SERVICES</u>				
21	<u>Fully Equipped 3 person crew called in for Emergency Service - During Work Hours(7:00 am to 7:00 p.m.) - General Tree Trimming/Removal on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc.</u>	----	Per Hour	Unit Price \$ 315.00	
22	<u>Fully Equipped 3 person crew called in for emergency service - Outside Work Hours (7:00 p.m. to 7:00 am) - General Tree Trimming/Removal on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc</u>	----	Per Hour	Unit Price \$ 375.00	

NOTE:

1. The City shall reserve the right to accept or reject the base fee and/or any alternate fee items. This RFP does not commit the City to award a contract.
2. The City reserves the right to make such alterations, deviations, additions to or deletions from the Specifications, including the right to increase or decrease the quantity of any item or portion of work or to omit any item or portion of the work, and to require such changes in the work as are determined by the Superintendent to be necessary or advisable for proper completion of the whole work contemplated.
3. Subject to the rights relating to the RFP reserved herein, the City intends to enter into a multi-year tree trimming/maintenance services agreement (the "Agreement"). The City intends to award the Contract to the most qualified responsive, responsible bidder based on Total Base Fee Proposal, and who meets all requirements as outlined in this proposal document and Request for Proposals. **Successful proposer agrees to hold the fee prices for at least the initial four year contract term.**
4. If the proposal is made by a sole owner, it shall be signed with his/her name and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm authorized to bind the partnership who shall also sign his/her own name, and the name and address of each member shall be given. If it is made by a corporation, the first signature shall be made by a president or vice president and the second signature shall be made by a secretary or treasurer or other individual who has the full and proper authorization to do so and their address shall be given. If the proposal is made by a joint venture, it shall be signed

- on behalf of each participating company by officers or other individuals who have full and proper authorization to do so and their address shall be given.
5. Proposer's failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.
 6. The City of Downey shall not be liable for any pre-contractual expenses incurred by any Proposer or the selected Proposer. Proposer shall not include any such expenses as part of the price fee in response to this RFP. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, or to cancel this RFP in part or in its entirety.
 7. The quantities listed in the above Fee Schedule-Proposal Form are estimates shown for proposal comparison only. Payment will be made at the Contract Unit Price for the actual quantities serviced, based upon field measurements. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work, as may be deemed necessary or advisable by the Director of Public Works or his designee. In case of variation between the unit cost and amount shown by proposer, the unit cost will be considered to be his/her proposal.
 8. The price fee shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offers for a period of 120 days after the date of bid opening.
 9. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is signed by the Contractor and attached herewith.
 10. The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Contractor to submit a bid for said Contractor.
 11. **All documentation as listed in Appendix "A" of the Proposal must be accompanied with the proposal submittal. NO EXCEPTIONS. Failure to submit complete bid documentation will result in rejection of the proposal.**

Respectfully submitted:

Date: 04/20/2022

Firm: UNITED PACIFIC SERVICES, INC.

Address: 5529 Leeds Street

By: Gus K. Franklin
Authorized Signatory (Print Name)

South Gate, CA 90280

By: 
Authorized Signatory (Signature)

Phone: (562) 691-4600 x225

Title: President

FAX: (562) 691-8839

Attest: 
Eric L. Franklin, Exec. Vice Pres. / Secretary

(Seal – if Proposal is by a Corporation)

Contractors
License Number: 790590

Date of
Expiration: 01/31/2023

Amount of
Certified Check or
Bid Bond: 10% Bid Bond

Name of
Bonding
Company: Alliant Insurance Services, Inc.

Note: All signatures must be notarized. Corporate seal must be impressed hereon in case of corporation.

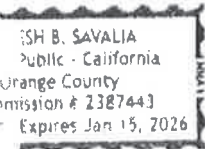


EXHIBIT "C"
BONDS AND INSURANCE

Bond No. _____

PERFORMANCE BOND
CITYWIDE TREE TRIMMING MAINTENANCE SERVICES

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Downey, California ("City"), has awarded Citywide Tree Trimming Maintenance Services ("Contract") to United Pacific Services, Inc. ("Principal"), for Citywide Tree Trimming Maintenance Services.

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of **seven hundred thirty-five thousand one hundred dollars (\$731,100.00)**, this amount being not less than the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, or his/her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees as part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be treated as cost and included in any resolution.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the Specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the Specifications thereunder.

CONTRACT
CITYWIDE TREE TRIMMING MAINTENANCE SERVICES
Page 2 of 2

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: _____

"Principal"

"Surety"

By: _____

By: _____

Its

Its

By: _____

By: _____

Its

Its

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIAL)
CITYWIDE TREE TRIMMING MAINTENANCE SERVICES

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Downey, California ("City"), has awarded Citywide Tree Trimming Maintenance Services ("Contract") to United Pacific Services, Inc. ("Principal"), for Citywide Tree Trimming Maintenance Services.

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborer, mechanics, material suppliers, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of **seven hundred thirty-five thousand one hundred dollars (\$731,100.00)**, this amount being not less than the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, or his/her heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and attorneys' fees.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or these Specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to these Specifications thereunder.

CONTRACT
CITYWIDE TREE TRIMMING MAINTENANCE SERVICES
Page 2 of 2

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: _____

"Principal"

"Surety"

By: _____

By: _____

Its

Its

By: _____

By: _____

Its

Its

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**GENERAL LIABILITY/AUTOMOBILE LIABILITY
INSURANCE DOCUMENTATION FOR PROFESSIONAL SERVICES AGREEMENT**

FOR THE CITY OF DOWNEY, CALIFORNIA

CASH CONTRACT / MISCELLANEOUS PROJECT / PERMIT / PURCHASE ORDER / AGREEMENT NUMBER

This document acknowledges insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE PART**

- AUTOMOBILE LIABILITY INSURANCE COVERAGE PART**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this document is attached or in any endorsement which now or later attaches to the policy, the Company agrees as follows:

ADDITIONAL INSURED: The City of Downey, its officers, agents and employees are included as additional insured, with respect to liability and defense of claims and suits arising out of the operations and uses performed by or on behalf of the named insured.

CONTRIBUTION WAIVED: This insurance is primary. The City of Downey's insurance program shall be excess of this insurance. The Company shall not seek contribution from the City and its insurers.

SEPARATION OF INSURED: This insurance applies separately to each insured against whom claim is made or suit is brought, except that the naming of multiple insured shall not increase the Company's limits of liability. The inclusion of any person, organization, firm or entity as an insured under the policy shall not affect any right which such person, organization, firm or entity would have as a claimant if not so included.

CANCELLATION NOTICE: If the Company elects to cancel or terminate this insurance before the stated expiration date, or declines to renew a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company shall mail written notice to the City at least 30 days in advance of such election. For non-payment of premium, the Company shall give the City at least ten (10) days advance written notice of cancellation or termination.

Except as stated above, all other endorsements, provisions, conditions, limits and exclusions of this insurance shall remain unchanged.

COMMERCIAL GENERAL LIABILITY POLICY NUMBER:	AUTOMOBILE LIABILITY POLICY NUMBER:
---	-------------------------------------

By my signature on this insurance document, I warrant that I have authority to bind the insurance company and do so bind the company to this document:

AUTHORIZED REPRESENTATIVE'S SIGNATURE:	DATE SIGNED:
--	--------------

GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE TO THE CITY OF DOWNEY

1. For faster processing of your permit application, lease, contract or purchase order, please give this insurance document to your insurance company, or its authorized representative, for completion of this form. No modifications to this form are permitted.
2. If your insurance company or the authorized representative chooses instead to use its own endorsement form, you should allow for extra processing time by the City. The City Attorney's office must review all insurance company forms for compliance with the conditions of your permit, lease, contract or purchase order, or other City insurance requirements.
3. In addition to this insurance document, or your insurance company's endorsement form, you must submit to the City a "certificate of insurance" from your insurance company. The certificate must comply with the City's insurance requirements.
4. **YOUR CERTIFICATE OF INSURANCE AND THIS INSURANCE DOCUMENT MUST SHOW COMMERCIAL GENERAL LIABILITY COVERAGE AND AUTOMOBILE LIABILITY COVERAGE, UNLESS CITY PERSONNEL INSTRUCT YOU OTHERWISE.**
5. Please return this insurance document and the certificate to the City Department below:

Permit Applicants:

Maintenance Division

Vendors:

Purchasing

**Contractors, Consultants,
Lessees:**

**City Department responsible for your
Contract or requesting your services**



To: Mayor and City Council

From: City Manager

Meeting Date: July 7, 2023

Subject: APPROVE A GRANT AGREEMENT TO ACCEPT GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Recommendation:

1. Approve a grant agreement to accept \$1,050,000 in Grant Funds from the United States Department of Housing and Urban Development (HUD) to fund The PAD (Passons Active Depot) Park Project – CIP No. 50099; and
2. Authorize the City Manager to execute all related grant documents for agreement number B-23-CP-CA-0204 for The PAD Park Project.

Fiscal Impact:

The City will utilize \$1,050,000 in Grant Funds from the United States Department of Housing and Urban Development to fund The PAD Park Project. The fiscal year (FY) 2023-24 budget has appropriately allocated both the revenue and expenditures in G/L Account No. 698.00.0000-44800-CIP.50099 and Account No. 698.70.7300-54500-CIP.50099, with the expectation of receiving the grant. There is no fiscal impact to the General Fund.

Discussion:

In 2021, the City was notified regarding the possibility of obtaining grant funding from the Los Angeles County Regional Parks and Open Space District (LPOSD). This funding would be specifically for acquiring park land through the Measure A Competitive Grant Program - Acquisition Only. Staff reviewed possible park locations throughout the City and identified the unused Montebello Bus Depot property located at 5055 Passons Boulevard, at the Southwest corner of Passons Boulevard and Jackson Street, as a potential site for a much-needed future neighborhood park. To determine the site's acquisition potential, the City approached the City of Montebello regarding the possible sale of the property. Upon receiving a positive response in October 2021, the City applied for the LPOSD land acquisition grant. In February of 2022 the City received a

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF JULY 7, 2023
 APPROVE A GRANT AGREEMENT TO ACCEPT GRANT FUNDS FROM THE
 UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 Page 2 of 3

letter of award from LPOSD for \$1,000,000 to purchase the Montebello Bus Depot Property. Both Cities collaborated on the property, and the process was successfully concluded in March 2023.

The park was designed with significant community outreach as an active park space to serve as a neighborhood park and is branded as “The PAD”. The project will be completed in multiple phases ultimately transforming an underutilized and blighted bus depot into a colorful and vibrant neighborhood park that ultimately features 14 new canopy trees and drought-resistant native landscaping; a grassy knoll and performance amphitheater; decorative fencing; creative solar panel shade structures; a butterfly garden; community-based artwork; children’s play areas; free Wi-Fi hotspot; and architecturally designed shipping containers to be used as flexible community space.

In April 2022, the City applied for a grant from HUD to support Phase 1 of the park construction. The proposal for Phase 1 is to demolish the existing building and remediate the project site; construct utility infrastructure; install grass and low water use landscape; construct a decomposed granite walking/jogging path; install decorative fencing, benches, and trash receptacles; and retain existing trees. The Grant will be used for Design, Project Management, Construction, Construction Management and Labor Compliance.

On March 2, 2023 the City received grant agreement B-23-CP-CA-0204. Once this agreement is executed, it will officially authorize the use of \$1,050,000 for The PAD. This grant is reimbursable and has a performance period that starts from the date of grant obligation and extends until August 31, 2031. As part of the initiation process for the Grant, the City is required to sign and return the Grant Agreement to be countersigned by HUD.

The total project budget and funding sources for The PAD is estimated as follows:

Cost Item	Amount
Land Acquisition	\$1,274,939
Design, Construction, Project Management and Labor Compliance	\$1,050,000
Total:	\$2,324,939

Funding Source	Amount
HUD Grant Award	\$1,050,000
Measure A Grant Award from LPOSD (Land Acquisition)	\$1,000,000
City Matching Funds	\$274,939
Total Funding:	\$2,324,939

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF JULY 7, 2023
APPROVE A GRANT AGREEMENT TO ACCEPT GRANT FUNDS FROM THE
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Page 3 of 3

The neighborhood park plays a crucial role in the City's strategy to create innovative solutions for expanding park space and providing more amenities for the community. A special thank you to Congresswoman Linda Sanchez for her support in securing these grant funds.

Conclusion:

It is recommended that the City Council approve Grant Agreement B-23-CP-CA-0204 with HUD in the amount of \$1,050,000 for The PAD Park Project and authorize the City Manager to execute all related documents.



Steve Carmona

SC:PY:

Enclosures: 1) Letter of Grant Award
2) Grant Agreement B-23-CP-CA-0204



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 2, 2023

Javier Hernandez
The City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660
Email: jhernandez@pico-rivera.org

Dear Hernandez:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available \$2,982,285,641 for “grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending” in the associated table included in the accompanying joint explanatory statement (JES). These “Community Project Funding” or “CPF” awards are administered by the Department of Housing and Urban Development (HUD).

HUD received the below information about your project as listed on the JES, which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](https://www.congress.gov/crec/2022/12/20-pt3-PgS9325-2.pdf)). A Grant Number (noted below) has been generated by HUD and will be the unique identifier for your project throughout the grant process.

Grantee:	The City of Pico Rivera
Project:	The PAD Park—Passons Active Depot
Amount:	\$1,050,000
Grant Number	B-23-CP-CA-0204

Pursuant to the requirements associated with the FY2023 Act, this FY2023 Grant Award Letter outlines initial grant award requirements and information needed from you to prepare your FY2023 CPF Grant Agreement for execution. The Grant Award Letter also provides an overview of the steps to execute your Grant Agreement. Further detail is provided within the FY2023 CPF Grant Guide.

This “Grant Award Letter,” is included in the “Grant Award Package” transmitted with the corresponding email. The Grant Award Package also includes:

- the “FY2023 Community Project Funding Grant Guide” (FY2023 CPF Grant Guide),
- your FY2023 Community Project Funding Grant Agreement “FY2023 CPF Grant

- Agreement,” and
- standard forms required to execute your Grant Agreement.

A brief overview of these documents is below:

- 1) **FY2023 CPF Grant Guide:** The FY2023 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2023 CPF Grant Agreement. The FY2023 CPF Grant Guide also provides information on the requirements that will govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

The FY2023 CPF Grant Guide provides guidance and instructions for access to your grant funds and fulfilling the reporting requirements for this award. The FY2023 CPF Grant Guide provides guidance for various grant administration-related actions including the Disaster Recovery Grants Reporting (DRGR) system for the financial management of these grant funds and periodic reporting of project status and accomplishments for this grant. Please refer to this document as it includes important information and forms for accessing DRGR, as well as other information concerning reporting requirements.

- 2) **FY2023 CPF Grant Agreement for this Award:** The FY2023 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please read this FY2023 CPF Grant Agreement carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization’s indirect cost information. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. The grantee’s Authorized Representative, or legal signatory, must sign and date the FY2023 CPF Grant Agreement. Please retain a “copy” (either electronic and/or printed) of the signed and dated document for your records pending receipt of the countersigned copy from HUD. Please also note that to ensure the Project Narrative and Approved Budget (Appendices 1 and 2) reflect the project and budget as approved by HUD at the time of grant execution, Appendices 1 and 2 will be added by HUD on the date that HUD signs the FY2023 CPF Grant Agreement as stated in Article III, sections A and B of the FY2023 CPF Grant Agreement.

- 3) **Standard Forms and Required Materials:**

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form–424 Application for Federal Assistance:
<https://www.hudexchange.info/resource/306/hud-form-sf424/>
- c. SF-424-B, Assurances for Non construction Programs, or SF-424-D, Assurances for Construction Programs: <https://www.grants.gov/forms/sf-424-family.html>
- d. SFLLL Disclosure of Lobbying Activities (as applicable):
<https://www.hudexchange.info/resource/308/hud-form-sflll/>
- e. SF-1199A - Direct Deposit Sign-Up Form:
<https://www.hud.gov/sites/documents/attachmentvisf1199A.PDF>

Evidence of the American Bankers Association (ABA) number for your depository account, such as a VOIDED blank check, a deposit slip, or similar documentation. The SF1199A form is used to collect the information necessary to establish an account for the grantee in HUD's financial system. The form is to be completed by the grantee and grantee's financial institution.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2023 Grant Agreement. This process and the forms are also available in the FY2023 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants.

Grant Award Process

- 1) HUD will email a Grant Award Package including:
 - a. FY2023 Grant Award Letter (this letter)
 - b. FY2023 CPF Grant Guide
 - c. FY2023 CPF Grant Agreement
 - d. Links to Standard Forms (see list above in number 3)
- 2) Grantee should review the Grant Award Package documents and send HUD the following:
 - a. Signed and dated FY2023 CPF Grant Agreement
 - b. Completed Standard Forms
 - c. Detailed Project Narrative: The detailed project narrative should:
 - i. capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and
 - ii. include all contemplated actions that are part of the project.
 - d. Line-Item Project Budget: The line-item budget should:
 - i. capture the maximum anticipated scope of the proposal including the use of the FY23 CPF grant funds in context of the full project budget; and
 - ii. include all contemplated actions that are part of the project, not just a single activity that the CPF grant is going toward.
- 3) Grantee should initiate or complete a Federal environmental review: If the grantee has not yet done so, they should initiate an environmental review, as applicable.
- 4) HUD reviews returned Grant Award Package for completeness: Once HUD receives a completed grant award package, HUD will review the project narrative and budget, standard forms, grantee-signed and dated FY2023 CPF Grant Agreement.
 - a. If complete, HUD will execute the FY2023 CPF Grant Agreement.
 - b. If information is missing, HUD will work with grantee to finalize the Grant Award Package.
- 5) Payment Process: Once the Grant Agreement is executed by the Grantee and HUD, HUD will assist the grantee in getting set up in HUD's financial system. Once set up in HUD's financial system, grantees will submit payment requests.

To assist you with understanding the materials that you have received, HUD will host a series of webinars and "office hours" starting the week of March 6, 2023, to review the

requirements and support grantees through the grant award process and beyond. HUD will send reminder emails prior to each session with the registration link.

Overview of the FY2023 Act

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- **Environmental Review Requirements:** CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - In keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any ‘choice limiting actions.’¹**
 - Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact (“choice limiting actions”). This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and/or historic resources prior to completion of the historic preservation review process known as Section 106 review.
 - HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other “cross-cutting” federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.
- For FY2023 grants, the date of the FY 2023 Act’s enactment (December 29, 2022) is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus

¹ Choice limiting actions constitute work, such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades, that can have an adverse impact on cultural and / or historical resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts. Examples of ‘choice limiting actions’ include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment once a full environmental review is completed.

- HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review).
 - After execution of the FY2023 CPF Grant Agreement, these soft costs may be reimbursed if incurred after December 29, 2022, and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.
 - Hard costs can be reimbursed if incurred after a full environmental review is completed and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.

Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the FY2023 CPF Grant Guide and on the program's webpage.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. In transmitting your information, please copy and paste the bolded information as the subject line of your email: **<Grant Number>: <Grantee Name>: Submission of Required Grant Materials**.

If you, or your staff, have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact Njeri Santana-Carter, in CGD at CPFGrants@hud.gov. Please note while your grant officer may change over time, we have a team approach to managing your project. Njeri Santana-Carter is the primary point of contact at HUD for this award and will be available to assist you. Include your grant number and grant name in all email correspondence.

We look forward to working with you on this important project!

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary
Economic Development

ATTACHMENTS:
FY2023 Community Project Funding Grant Guide (Version 1)
FY2023 CPF Grant Agreement
Form HUD-1044 – Assistance Award/Amendment Form

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-CA-0204**

Grantee Name: The City of Pico Rivera

Grantee Address: 6615 Passons Blvd. Pico Rivera, CA 90660

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-CA-0204

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and The City of Pico Rivera (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,050,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).