



# City of Carson Report to Successor Agency

June 6, 2012  
New Business Consent

**SUBJECT: CONSIDER AWARD OF A CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES**

Submitted by Clifford W. Graves  
Economic Development General Manager

Approved by David C. Biggs  
City Manager

## **THIS IS A JOINT AGENDA ITEM**

### **I. SUMMARY**

The Carson Successor Agency (CSA) is being asked to award a contract for landscape maintenance for CSA-owned properties. Staff recommends that a contract be awarded to Southern California Landscape Construction as the lowest and most responsive bidder.

### **II. RECOMMENDATION**

AWARD a two-year landscape maintenance service contract to Southern California Landscape Construction, the lowest and most responsive bidder in the amount not to exceed \$15,150.00 (\$7,575.00 per year).

### **III. ALTERNATIVES**

1. DO NOT APPROVE.
2. TAKE another action the Successor Agency deems appropriate.

### **IV. BACKGROUND**

On April 26, 2012, a Request for Proposals (RFP) (Exhibit No. 1) was mailed to 24 landscape maintenance businesses (Exhibit No. 2), of which nine are located in Carson and was posted on the city's webpage. The RFP submissions were due on Monday, May 21, 2012, 5:00 p.m. Seven proposals were received by the City Clerk's office. Following are the names of the businesses that submitted a proposal, for a competitive bid process, along with the yearly bid to maintain the eight CSA Agency properties.

#	Name	City	CSA Total/year	10% Contingency	Total/year	2 year total
1	SC Landscape Construction, Inc.	Harbor City	\$ 6,886.00	\$ 688.60	\$ 7,574.60	\$ 15,149.20
2	Mariposa Landscapes, Inc.	Irwindale	\$ 9,760.00	\$ 976.00	\$ 10,736.00	\$ 21,472.00
3	ALD Landscape Maintenance	Harbor City	\$ 12,900.00	\$ 1,290.00	\$ 14,190.00	\$ 28,380.00
4	Swayzer's Inc.	Carson	\$ 15,900.00	\$ 1,590.00	\$ 17,490.00	\$ 34,980.00
5	Avenue2 Landscapes	Torrance	\$ 26,904.00	\$ 2,690.40	\$ 29,594.40	\$ 59,188.80
6	Alliance Landcare	Chino	\$ 26,550.00	\$ 2,655.00	\$ 29,205.00	\$ 58,410.00
7	South Bay Landscaping Inc.	Inglewood	\$ 35,937.00	\$ 3,593.70	\$ 39,530.70	\$ 79,061.40

It is necessary to maintain the CSA properties free of weeds, brush, rubbish and refuse. The county of Los Angeles requires a weed abatement program for the CSA to remain in compliance for all vacant lots.

Under the terms of the Contract Services Agreement (Exhibit No. 3), maintenance will be performed at each of the seven CSA properties a minimum of five times each year. White vinyl fences will be power washed twice a year. The agreement is for a two-year period, provides for additional services as needed on a time and material basis up to a \$138.00 (a ten percent contingency) to maintain the properties.

The last contract of \$65,000.00 was awarded in February 2010 for a two-year period. The service included maintenance on all Redevelopment owned properties. The properties have now been divided between the CSA and the Carson Housing Authority. This RFP process will result in a savings of approximately 50% between the two agencies. Because this is a new vendor, staff will be closely monitoring maintenance to ensure that it remains at Carson's standards.

In furtherance of the Successor Agency goal to maintain the eight Agency-owned properties throughout the city, a contract is proposed with Southern California Landscape Construction, Inc. located in Harbor City. Staff has called the references and is satisfied with the reviews given by individuals at municipalities that have worked with Southern California Landscape Construction, Inc. The Agreement is not to exceed \$15,150.00 for a two-year period.

## V. FISCAL IMPACT

Funds for this contract are included in the adopted FY 2011/12 and proposed FY 2012/13 Successor Agency, 82-70-793-003-6005, not to exceed \$15,150.00. This amount includes a ten percent contingency amount.

## VI. EXHIBITS

1. Request for Proposal – Landscape Maintenance Services. (pgs. 4-5)
2. Vendor List. (pg. 6)
3. Draft Landscape Maintenance Services Agreement. (pgs. 7-17)

June 6, 2012

Prepared by: Denise Marrufo, Business Development Analyst

TO: Rev03-08-12

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Development Services
Economic Development	Public Services

## Action taken by Successor Agency

Date \_\_\_\_\_ Action \_\_\_\_\_



# CITY OF CARSON

April 26, 2012

## RE: REQUEST FOR PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES

The Carson Successor Agency (CSA) and the Carson Housing Authority (CHA) are seeking proposals from qualified landscape maintenance firms to perform maintenance services for property sites within the city. A list of properties is attached as Exhibit "A." Most of the sites are vacant and gated. The scope of work shall include:

- Trash and weed removal and abatement five times a year at each location.
- Clean all fencing twice a year.

An agreement will be executed by the city with the consultant for a two-year period. The consultant shall provide hourly costs in case additional services are requested during the two-year term. Costs are to be provided by property on a yearly basis and broken out for each of the five visits and by CSA and CHA.

Please include the following with your proposal: a company brochure, a list of three references, a list of clients and the length of time you have been in business. Submit three (3) copies of the proposal, in an envelope labeled "Landscape Maintenance for CSA/CHA", by Monday, May 21, 2012, not later than 5:00 p.m. to the following address:

City of Carson  
Office of the City Clerk  
701 East Carson Street  
Carson, CA 90745  
Re: Landscape Maintenance Proposal

Should you have any questions please contact Denise Marrufo at 310-233-4846 or by email at [dmarrufo@carson.ca.us](mailto:dmarrufo@carson.ca.us). Thank you for your interest.

Yours truly,

LINDA F. MANN  
PRINCIPAL ADMINISTRATIVE ANALYST

**EXHIBIT NO. 1**



Exhibit A

Housing Authority Properties							
ID	APN Number	Address	Location Notes	Condition	Acres	White Vinyl Fence	Cost/Location/Visit
1	7343020902, 03, 04	600-10 W. Carson St.	S/W corner of Fig/Carson, flower sculptures on lot.	Vacant	0.43	X	
2	7343019900, 1	21704 Figueroa St. & 526 W. Carson St.	S/E corner of Fig/Carson	Vacant	0.40	X	
3	7343007903	21227 Figueroa St.	East of 110	Vacant	1.00	X	
4	7337011900,901	615 E. Carson St.	West of dentist office	Vacant	2.20	X	
5	7335010904, 5, 7 & 8	542, 550 & 616 E. Carson St.	West of Ralph's grocery store.	Vacant	9.00		
6	7308002900, 1, 2, & 4	21009 Prospect Ave. & 2671, 3 & 7 E. Tyler St.	S/W corner of Prospect/Dominguez	House/structure	0.56		
7	7337011029	21521 Avalon Blvd.	Across the street from Carson City Hall	Vacant	1.17	X	
Total Housing Authority Acreage					14.77	Total cost	

Successor Agency							
ID	APN Number	Address	Location Notes	Condition	Acres	White Vinyl Fence	Cost/Location/Visit
1	7336016900,901,902,903,904,905, 906	20820 Main St.	S/E corner of Torrance & Main, Prop shop	Vacant	0.59	X	
2	7339003900	17505 S. Main St.	Between 91 freeway and hotel	Vacant	0.66		
3	7334018903	401 E. Carson St.	North side of Carson Street	Vacant	0.08		
4	7316010918-24, 7316009902-8	2535-2569 E. Carson St.	E. of Alameda on N. side of Carson Street	Vacant	0.89		
5	7315012900	2403 E. 223rd St.	South of 405 freeway, North of 223rd, East of Railroad tracks.	Vacant	3.54		
6	7315007903	2254 E. 223rd St.	West of BP	Vacant	5.52		
7	7406018908, 9	24219 S. Avalon Blvd.	Domenick's Parking lot	Parking lot	0.23		
8	7328001001, 006	22006 & 22020 Recreation Rd.	Former Altman's Winnebago	vacant	4.81		
Total Successor Agency Acreage					16.33	Total cost	

Vendor List  
(per Yellow Pages on 4/12/2012)

	Name	Address	City
1	Accent Landscape	15808 S. Broadway	Gardena, CA 90248
2	ALD Landscape-Maintenance	1214 254th Street	Harbor City, CA 90710
3	Avenue 2 Landscape Maintenance	1503 W. 214th Street	Torrance, CA 90501
4	Brown Green Thumb Inc.	19817 Main Street	Carson, CA 90745
5	Centeno's Nursery & Landscaping	17514 S Figueroa Street	Gardena, CA 90248
6	Centeno's Nursery & Landscaping	17600 S Western Avenue	Gardena, CA 90248
7	Corrales Gardening Services	403 E. 214th Street	Carson, CA 90745
8	Fujimoto Landscaping	1648 261st Street	Harbor City, CA 90710
9	Garden Builders	1423 Amapola Avenue	Torrance, CA 90501
10	Green Scene Landscapes	1861 Lomita Blvd. Ste F	Lomita, CA 90717
11	Groundworks Landscape Inc.	111 E. 220th Street	Carson, CA 90745
12	Guzmans Gardens	939 1/2 W. 223rd Street	Torrance, CA 90502
13	J T Environmental Landscaping & Tree Service	422 E. Lincoln Street	Carson, CA 90745
14	K H Landscape Contractor	16938 Merit Avenue	Gardena, CA 90247
15	M B Landscaping & Nursery Inc.	20300 Figueroa Street	Carson, CA 90745
16	Mulligan Family Fun Center	1351 W. Sepulveda Blvd.	Torrance, CA 90501
17	O'Connell Landscape Maintenance	860 E. Watson Center Rd.	Carson, CA 90745
18	Palos Verdes Landscaping	1947 Lomita Blvd.	Lomita, CA 90717
19	Qutting Edge	20722 Main Street	Carson, CA 90745
20	South Bay Tree Svc	1518 253rd Street	Harbor City, CA 90710
21	Southbay Landscaping	1515 E. Del Amo Blvd.	Carson, CA 90746
22	Southern California Landscape	1233 253rd Street	Harbor City, CA 90710
23	Southern California Tree & Landscape	966 W. 223rd Street	Torrance, CA 90502
24	West Coast Grounds Maintenance	500 E. Carson Plaza Dr.#104	Carson, CA 90746



## CONTRACT SERVICES AGREEMENT

(Carson Successor Agency/Southern California Landscape Construction, Inc.)

THIS CONTRACT SERVICES AGREEMENT is made as of June 6, 2012 (this "Agreement"), by and between the Carson Successor Agency, a body corporate and politic ("Agency"), and Southern California Landscape Construction, Inc. ("Provider").

### RECITALS

A. Agency has determined that it requires the certain landscape maintenance services from a Provider to assist the Agency staff in maintaining redevelopment sites throughout the City of Carson (the "City").

B. Agency desires to retain Provider as an independent contractor to provide such services five per year for landscape maintenance and twice a year for fence washing on the various property sites.

C. Provider represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### 1. Provider's Services.

A. Scope and Level of Services. The nature, scope and level of the specific services to be performed by Provider are as set forth in Exhibit A hereto and by this reference incorporated herein. Provider shall provide such services five times a year as requested by the Agency when given written instruction to do so by the Contract Administrator (as defined in Section 4 below).

B. Time of Performance. The services shall be performed in a timely, regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. Standard of Care. As a material inducement to Agency to enter into this Agreement, Provider hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein.

D. Compliance with Law. All services rendered hereunder by Provider shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of City of Carson, the Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

2. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for a period of two years unless earlier terminated pursuant to Section 14.

**3. Compensation.** Agency agrees to compensate Provider for its services according to the fee and payment schedule set forth in Exhibit A. In no event shall the total compensation and costs payable to Provider under this Agreement exceed the Maximum Amount designated on Exhibit A hereto unless specifically approved in advance, in writing, by Agency.

**4. Representatives.**

A. **Project Manager.** The Project Manager for the services required under this Agreement is designated on Exhibit A hereto, and is authorized to act on Provider's behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Provider and devoting sufficient time to personally supervise the services hereunder. The foregoing Project Manager may not be changed by Provider without the express written approval of Agency.

B. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the person designated as Executive Director of the Agency or the Economic Development General Manager of the City of Carson, or an individual designated in writing by the Executive Director of the Agency or the Economic Development General Manager of the City of Carson. If no Contract Administrator is so designated, the Economic Development General Manager shall be the Contract Administrator. It shall be Provider's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Provider shall refer any decisions which must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.

C. **Standard of Performance.** Provider shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Provider hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

**5. Ownership of Work Product.** All reports, documents or other written material developed by Provider in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency, provided that the Provider's report is used in its entirety and no abstracts have been made without the proper reference to Provider.

**6. Status as Independent Contractor.** Provider is, and shall at all times remain as to Agency, a wholly independent contractor. Provider shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Provider or any of Provider's employees, except as set forth in this Agreement. Provider shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of Agency. Provider agrees to pay all required taxes on amounts paid to Provider under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent contractor





relationship created by this Agreement. Provider shall fully comply with the workers' compensation law regarding Provider and Provider's employees. Provider further agrees to indemnify and hold Agency harmless from any failure of Provider to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Provider under this Agreement any amount due to Agency from Provider as a result of Provider's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.

7. **Confidentiality.** Employees of Provider, in the course of their duties, may have access to financial, accounting and statistical data provided by Agency. Provider covenants that all data, documents, discussion, or other information developed or received by Provider or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Provider without written authorization by Agency. Agency shall grant such authorization if disclosure is required by law. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Provider's covenant under this section shall survive the termination of this Agreement.

8. **Conflict of Interest.** Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Provider under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Provider further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Provider shall avoid representation of any matter for another person or entity which would come before the City or the Agency during such time as he is engaged by the Agency pursuant to this Agreement. Provider agrees not to accept any employment or representation during the term of this Agreement which is likely to make Provider "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by Agency on any matter in connection with which Provider has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Provider from accepting other engagements with Agency or the City of Carson.

9. **Warranty and Representation of Non-Collusion.** No official, officer, or employee of the City or Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Agency participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or non interest" pursuant to California Government Code Sections 1091 and 1091.5. Provider warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Agency official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Provider further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Agency official, officer, or employee, as a result or consequence of



obtaining or being awarded any agreement. Provider is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Provider:        Initials \_\_\_\_\_

#### **10.     Indemnification.**

A.     Provider agrees to indemnify, hold harmless and defend Agency, the City, and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of City or Agency officials (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Provider or any of its officers, employees, or agents.

B.     Agency does not, and shall not, waive any rights that it may possess against Provider because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Provider agrees that Provider's covenant under this section shall survive the termination of this Agreement.

#### **11.     Insurance.**

A.     Liability Insurance. Provider shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Provider, his/her agents, representatives, employees or subcontractors.

B.     Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1)     Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
- (2)     Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3)     Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

C.     Minimum Limits of Insurance. Provider shall maintain limits no less than:

- (1)     General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit



shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.

- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) If applicable, Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency. At the option of the City or the Agency's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Agency, its officers, officials, employees and volunteers; or Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) Agency, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects liability arising out of: activities performed by or on behalf of Provider; products and completed operations of Provider; premises owned, occupied or used by Provider; or automobiles owned, leased, hired or borrowed by Provider. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its officers, officials, employees, agent or volunteers.
- (2) For any claims related to this Agreement, Provider's insurance coverage shall be primary insurance as respects Agency, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Agency, its officers, officials, employees, agents or volunteers shall be excess of Provider's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Agency, its officers, officials, employees, agents or volunteers.
- (4) Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days



prior written notice by certified mail, return receipt requested, has been given to Agency.

F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by Agency's Risk Manager.

G. **Verification of Coverage.** Provider shall furnish Agency with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bond coverage on its behalf. The endorsements are to be on forms provided by Agency. All endorsements are to be received and approved by Agency before work commences. As an alternative to Agency forms, Provider's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

H. **Subcontractors.** Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**12. Cooperation.** In the event any claim or action is brought against Agency relating to Provider's performance or services rendered under this Agreement, Provider shall render any reasonable assistance and cooperation which Agency might require.

**13. Termination.**

A. Agency shall have the right to terminate the services of Provider at any time for any reason on seven (7) calendar days written notice to Provider. In the event this Agreement is terminated by Agency, Provider shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Provider shall have no other claim against Agency by reason of such termination, including any claim for compensation.

B. Provider shall have the right to terminate this Agreement at any time for any reason on seven (7) calendar days written notice to Agency, and Provider shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

**14. Suspension.** Agency may, in writing, order Provider to suspend all or any part of Provider's services under this Agreement for the convenience of Agency or for work stoppages beyond the control of Agency or Provider. Subject to the provisions of this Agreement relating to termination, a suspension of the services does not void this Agreement.

**15. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.



Agency:

Carson Successo Agency  
701 East Carson Street  
Carson, CA 90745-2224  
Attention: Economic Development Manager  
Fax: (310) 835-5749

Provider:

Southern California Landscape Construction, Inc.  
Kim Gill  
1233 253rd Street  
Harbor City, CA 90710  
Ph: 310-257-2909  
Fax: 310-257-2905  
www.socallandscapeconst.com

**16. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Provider shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Provider will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**17. Assignability; Subcontractor.** Provider shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Provider's obligations hereunder, without the prior written consent of Agency, and any attempt by Provider to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**18. Compliance with Laws.** Provider shall comply with all applicable laws, ordinances, code and regulations of the federal, state, and local governments. Provider shall obtain and maintain a valid City business license.

**19. Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

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



**21. Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**22. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party to this Agreement shall not be a waiver of any other condition of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Provider constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Provider, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

**23. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.

**24. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

**25. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Provider. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"Agency"

CARSON REDEVELOPMENT AGENCY

ATTEST:

By: \_\_\_\_\_  
Secretary Donesia L. Gause

By: \_\_\_\_\_  
Chairman Jim Dear

Approved as to form:

"Provider"

ALESHIRE & WYNDER, LLP

Southern California Landscape Construction,  
Inc.

By: \_\_\_\_\_  
Agency Counsel

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_



## EXHIBIT A

Scope and Level of Service: Provider shall provide landscape maintenance services three times per year as directed by the Contract Administrator and as described below on the properties listed below:

- A. Trash and weed removal and abatement five times a year at each location.
- B. Landscape maintenance on existing vegetation where appropriate, at each site in connection with abatement visits.
- C. Cleaning of vinyl fencing at each site twice a year.

Provider represents that the scope of its services will include:

- Cutting all grasses and weeds three inches and higher with power scythe (weed eater), shovels, pick mattock or power mower (rotary).
- Spraying lots with Herbicide to control re-growth and spreading of seed heads.
- Removing, hauling and dumping of all trash, debris, dead shrubbery, and dead ground cover.
- Weeding, spraying and blowing of sidewalk and gutter areas in front of vacant lots such that they are left clean each visit.
- Making sure that all lots that are fenced are locked when work is completed. Any holes in lots are to be filled in to reduce incidents.
- All workers shall be uniformed and or with Safety reflector vests. A working foreman will be on site with cell phone for any and all emergencies that may arise.
- Contractor agrees to furnish insurance certification to the Agency before work is commenced.
- Contractor's hourly labor rate is \$140.00
- Contractor shall furnish any suggestions, if requested, on planting vacant lot areas with ground cover, ornamental grasses, shrubs or hydroseeding with wild flower.

ID	APN Number	Address	Location Notes	Condition	Acres
1	7336016900, 901, 902, 903, 904, 905, 906	20820 Main St.	S/E corner of Torrance & Main, Prop shop	Vacant	0.59
2	7339003900	17505 S. Main St.	Between 91 freeway and hotel	Vacant	0.66
3	7334018903	401 E. Carson St.	North side of Carson Street	Vacant	0.08
4	7316010918-24, 7316009902-8	2535-2569 E. Carson St.	E. of Alameda on N. side of Carson Street	Vacant	0.89
5	7315012900	2403 E. 223rd St.	South of 405 freeway, North of 223rd, East of Railroad tracks.	Vacant	3.54
6	7315007903	2254 E. 223rd St.	West of BP	Vacant	5.52
7	7406018908, 9	24219 S. Avalon Blvd.	Domenick's Parking lot	Parking lot	0.23
8	7328001001, 006	22006 & 22020 Recreation Rd.	Former Altman's Winnebago	vacant	4.81
Total Successor Agency Acreage					16.33





The Properties involved are as follows:

In connection with performance of this Agreement, the Provider's contact shall be Kim Gill.

The Agency's Contract Administrator shall be Cliff Graves, the Economic Development General Manager of the City of Carson.

Compensation: The Agency shall compensate Provider as set forth below:

- Such Additional Services for particular items as may be approved in writing by the Contract Administrator.
- The regular services shall not exceed \$1,378.00 per service and shall be done five times a year. Each Service comprises all of the properties listed below. Properties may be removed from the list above as they are sold or developed.

Provider shall present an invoice to Agency itemizing the duties performed and the amount of time relating to each task per the agreed upon scope of services, including any reasonable authorized reimbursable costs. Agency shall compensate Provider only upon presentation of such itemized invoice.

Maximum Amount: \$15,150.00 for the length of the contract (two-years) as approved by the Board of Directors of the Agency on June 6, 2012.

