



AGENDA
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY

WEDNESDAY, OCTOBER 23, 2024 AT 5:30 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Eddie De La Riva

CITY CLERK
Brian E. Juarez

MAYOR PRO TEM
Mayra Aguiluz

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Jessica Torres
Frank Garcia
Heber Marquez

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. MEETING PROCEDURES

THIS MEETING WILL BE HELD IN PERSON.

THE MEETING WILL BE AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/85958432354> AND VIA THE CITY'S FACEBOOK PAGE.

Public Participation Options:

1. **In-Person:** Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA
2. **Before the Meeting:** Public comment will be accepted for the record in advance

by 4:00 p.m. the day of the meeting by email to daisy.guerrero@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council Meeting, please contact the City Clerk's Office (323) 562-5714 within 72 hours of the meeting.

IV. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS, GOVERNMENT CODE SECTION 54956.8; 5102 DISTRICT AVENUE AND 5110 DISTRICT AVENUE (SUCCESSOR AGENCY TO FORMER MAYWOOD COMMUNITY DEVELOPMENT COMMISSION); SUCCESSOR AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER AND STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING; NEGOTIATING PARTIES: CESAR CHAVEZ FOUNDATION AND WPH HOLDINGS, LLC; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

VI. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on an item on the agenda may use the instructions provided in section **III. MEETING PROCEDURES** beginning on page 1 of this agenda.

VII. PRESENTATIONS

RECOGNITION OF NATIONAL PRINCIPALS APPRECIATION MONTH

CITY OF MAYWOOD FISCAL YEAR 2022-23 AUDIT REPORT BY VAN LANT & FANKHANEL, LLP

DEPARTMENT OF TOXIC SUBSTANCES CONTROL: CITY UPDATE

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

RECOGNITION OF BREAST CANCER AWARENESS MONTH

VIII. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

1. MINUTES OF THE JULY 24, 2024, REGULAR CITY COUNCIL MEETING
2. MINUTES OF THE SEPTEMBER 24, 2024, REGULAR CITY COUNCIL MEETING
3. MINUTES OF THE SEPTEMBER 26, 2024, SPECIAL CITY COUNCIL MEETING
4. MINUTES OF THE OCTOBER 10, 2024, SPECIAL CITY COUNCIL MEETING
5. REVENUE REPORT SEPTEMBER 2024
6. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL
SEPTEMBER 2024
7. CONSIDERATION OF ADOPTING RESOLUTION NO. 6388 OF THE CITY
COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE
MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE
WARRANTS FOR PAYMENT
8. CONSIDERATION OF APPROVAL OF A POSSESSION AND USE AGREEMENT
WITH EL POLLO LOCO, INC., A DELAWARE CORPORATION, AUTHORIZING
CITY TO POSSESS AND USE CERTAIN REAL PROPERTY INTERESTS FOR
PUBLIC PURPOSES IN CONNECTION WITH THE SLAUSON AVENUE AND
ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT
(ASSESSOR PARCEL NUMBERS 6313-010-001, 6313-010-002, 6313-010-
003 & 6313-010-030)
9. CONSIDERATION OF AWARD OF A MAINTENANCE SERVICES FOR
LANDSCAPED AREAS OF PUBLIC FACILITIES AND STREET MEDIANS
AGREEMENT WITH REVUELTAS LANDSCAPE INC. IN A TOTAL CONTRACT
AMOUNT NOT-TO-EXCEED \$409,662.00
10. CONSIDERATION OF AWARD OF A CITYWIDE TREE MAINTENANCE AND
EMERGENCY RESPONSE SERVICES AGREEMENT WITH WEST COAST
ARBORIST, INC. IN A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED
\$176,145.93
11. ACCEPTANCE OF BUILDING DEMOLITION LOCATED AT 5110 DISTRICT
BOULEVARD PROJECT

IX. DISCUSSION/ACTION ITEMS

12. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND
APPLICATION FROM SOUTHEAST RIO VISTA YMCA IN THE AMOUNT OF
\$10,000.00 FOR FINANCIAL SUPPORT OF FOURTEEN LOW INCOME

MAYWOOD TEENS TO PARTICIPATE IN THE YOUTH AND GOVERNMENT PROGRAM

13. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM CHESTER W. NIMITZ MIDDLE SCHOOL IN THE AMOUNT OF \$10,000.00 TO SUPPORT STUDENT AND STAFF RECOGNITION INITIATIVES THROUGH INCENTIVES AND FOSTER A POSITIVE SCHOOL ENVIRONMENT
14. CONSIDERATION OF RESOLUTION NO. 6389 TO AMEND THE CITY'S CLASSIFICATION PLAN TO ESTABLISH TWO LEVELS WITHIN THE PROFESSIONAL PLANNING SERIES: ASSISTANT PLANNER (ENTRY-LEVEL) AND ASSOCIATE PLANNER (JOURNEY-LEVEL), ADOPT THE CORRESPONDING SALARY RANGE FOR THE JOURNEY-LEVEL POSITION FROM \$76,212.00 TO \$97,268.00

X. **PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)**

Speakers wishing to address the City Council on a non- agenda item you may use the instructions provided in section **III. MEETING PROCEDURES** beginning on page 1 of this agenda.

XI. **ADJOURNMENT** - The next Regular Meeting of the Maywood City Council is scheduled for Tuesday, November 19, 2024, at 5:30 p.m. in the City Council Chambers.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, City Clerk or Deputy City Clerk, hereby certify that this agenda was duly posted by law at 4319 E. Slauson Avenue, Maywood, CA 90270 and the City Website. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Maywood City Hall, 4319 E. Slauson Avenue, Maywood CA 90270. If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to rising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5723 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.



City of Maywood

FINANCIAL STATEMENT AUDIT

FISCAL YEAR ENDED JUNE 30, 2023

PRESENTED BY:

BRETT VAN LANT
PARTNER



Audit Process

Preliminary Interim Audit Fieldwork

- Assess the risk the financial statements could be materially misstated due to fraud or error
- Gain an understanding of design and implementation of internal controls over financial reporting including:
 - Cash receipts process, cash disbursements process, purchasing process, payroll process, various other significant audit areas
 - Review specific transactions, observe processes, inquire with City staff throughout the City

Audit Process – Continued

Year-End Audit Fieldwork

- Audit balances and amounts in the City's financial statements
- Procedures involve auditor's judgment based on risk assessment
- Substantive testing of the balances and amounts to provide reasonable assurance
 - Confirmation, testing of transactions, inquiry of City Staff, analytical procedures

Reports and Letters Issued

- Audit Report - Opinion on Financial Statements
- Report on Internal Control and Compliance
- Report on the City's Appropriations Limit
- Statement on Auditing Standards (SAS) 114
Communication Letter

Audit Report on the Financial Statements

Management's Financial Statements

Auditor's Responsibilities

- Express opinion
 - Reasonable assurance
- Conduct audit in accordance with applicable standards; obtain evidence
- Procedures involve auditor judgment
 - Risk assessment

Audit Report on the Financial Statements - Continued

Unmodified (clean) Opinion

Required Supplementary Information

- MD&A – not presented, Budgetary schedule, Pension and OPEB schedules
- Limited audit procedures – no opinion expressed

Other Supplementary Information

There were no restrictions imposed by management in performing our audit procedures

Financial Statement Key Figures

Governmental Accounting Standards Board (GASB) Statement No. 68 (Pensions)

- City has a Net Pension Liability of \$4,857,971, a decrease of \$10M

Fund Balance for General Fund increased approximately \$1.2M compared to the prior year

Unrestricted Fund Balance in General Fund is approximately 120% of FY 2022-23 expenditures (14+ months reserves)

- GFOA best practices recommends a minimum of 2 months operating reserves

Financial Statement Key Figures

Governmental Accounting Standards Board (GASB) Statement No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (OPEB)*

- Statement implemented in FY 2017-18.
- OPEB Liability is \$1.6M as of 6/30/2023

Actuarially Determined Liability

- Estimate of future costs for retiree healthcare benefits

Report on Internal Control and Compliance

Internal control over financial reporting

Consider internal control to determine what audit procedures to perform

Not to express an opinion

Compliance testing – no opinion

- Test for noncompliance that could be have a material impact on the financial statements

Report on Internal Control and Compliance

1 Significant Deficiency Identified:

- 2023-002: Issuance of Building Permits
 - Management's Response: "The City concurs with the audit finding and recommendation. The City is aware of this and is currently in the process of implementing a software that will address these concerns. This software will allow staff to reconcile the permits."

1 Material Weakness Identified:

- 2023-001: Timeliness and Accuracy of Accounting Records

SAS 114 Report

- Required communication from auditors directly to “those charged with governance” – City Council
- Estimates
- Sensitive Disclosures
- Difficulties or Disagreements
- Other Audit Findings or Issues

Thank you to City Staff for their
cooperation and assistance in
completing the audit.

Questions?



Department of
Toxic Substances
Control

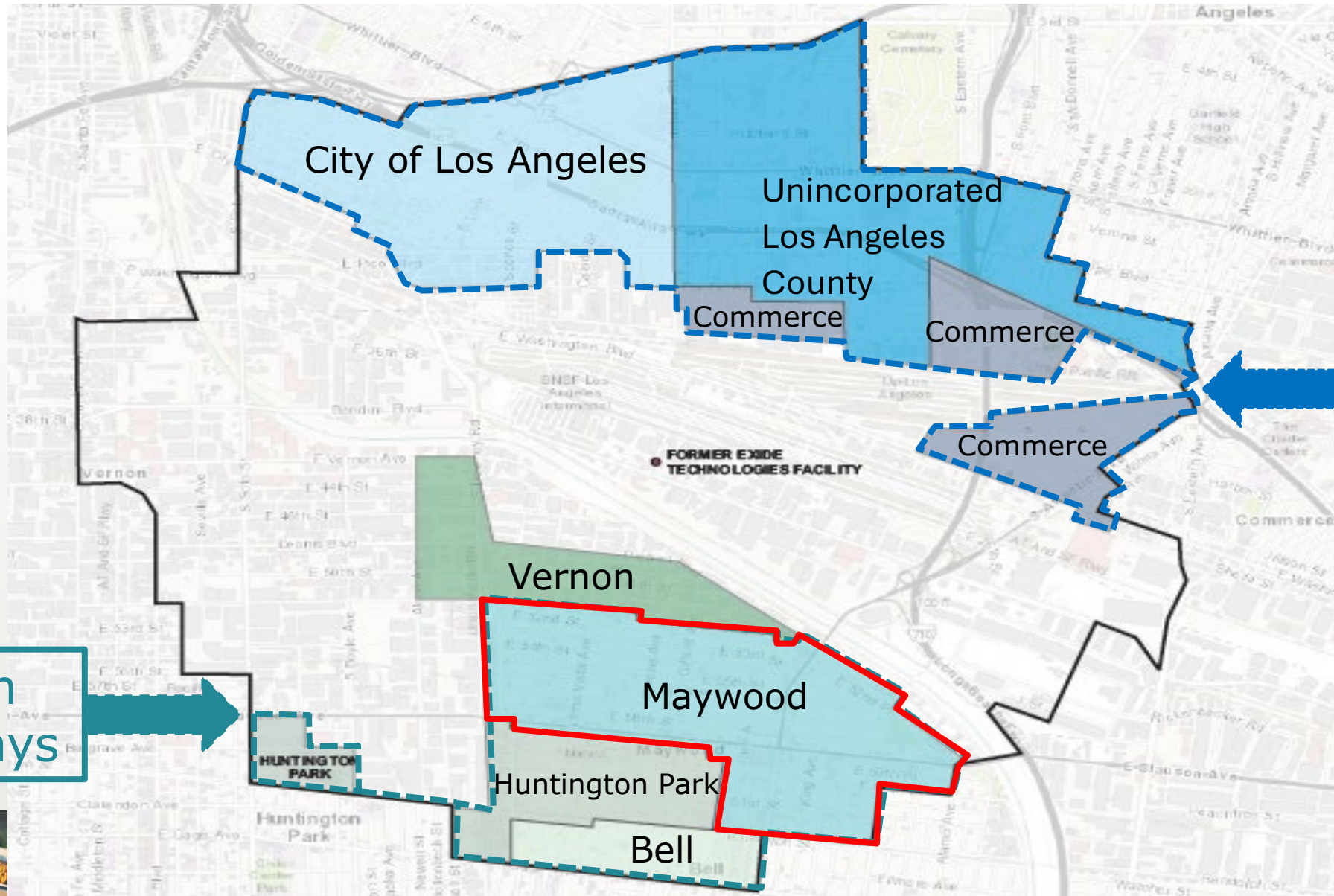
Exide Project Parkways Status

Dr. Mehdi Bettahar
Assistant Deputy Director

Steven Hariri, M.S., J.D., P.E.
Branch Chief



Preliminary Investigation Area (PIA)



North
Parkways

South
Parkways

DTSC Residential Cleanup Project To Date

To date 5,467 properties have been cleaned up. On track to complete 5,940 properties by June 2025.

A total of 1,339 out of 1,491 properties cleaned up in the City of Maywood since 2018.

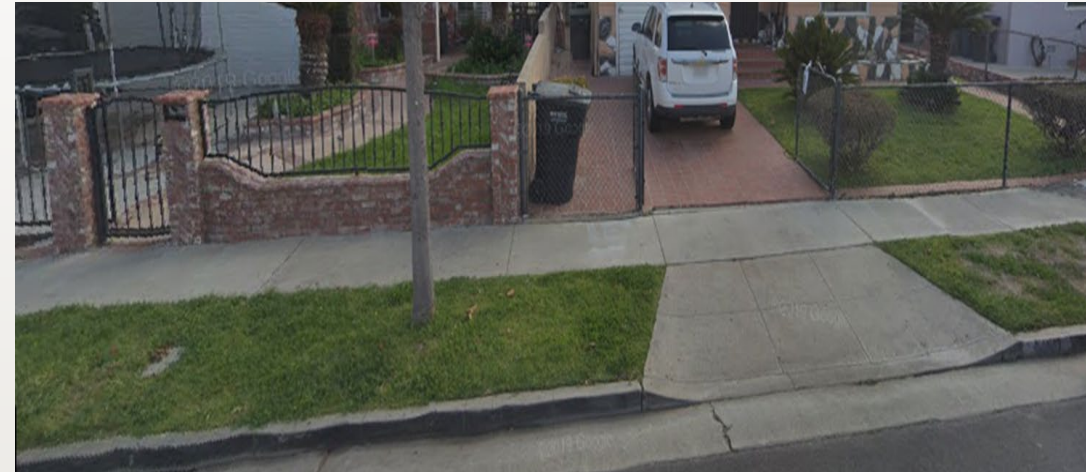
To date approximately \$573 million expended and encumbered for the residential cleanup.

DTSC would like to thank Mr. Steven Fowler and Ms. Karen Iniguez for their ongoing continued support, cooperation, and help with the residential and parkways cleanups.



Parkways

- Total of 8,124 parkways sampled
- Lead is the primary contaminant of concern in 6,425 Parkway (23,470 samples with 10% duplicates)
- Also sampled for other metals associated with lead-acid battery recycling:
 - Antimony
 - Arsenic
 - Cadmium
 - Copper
 - Zinc



Parkways Metrics

8,124

- Parkways Sampled

6,425

- Parkways to Cleanup

1,225

- Total Sub-blocks to Cleanup

796

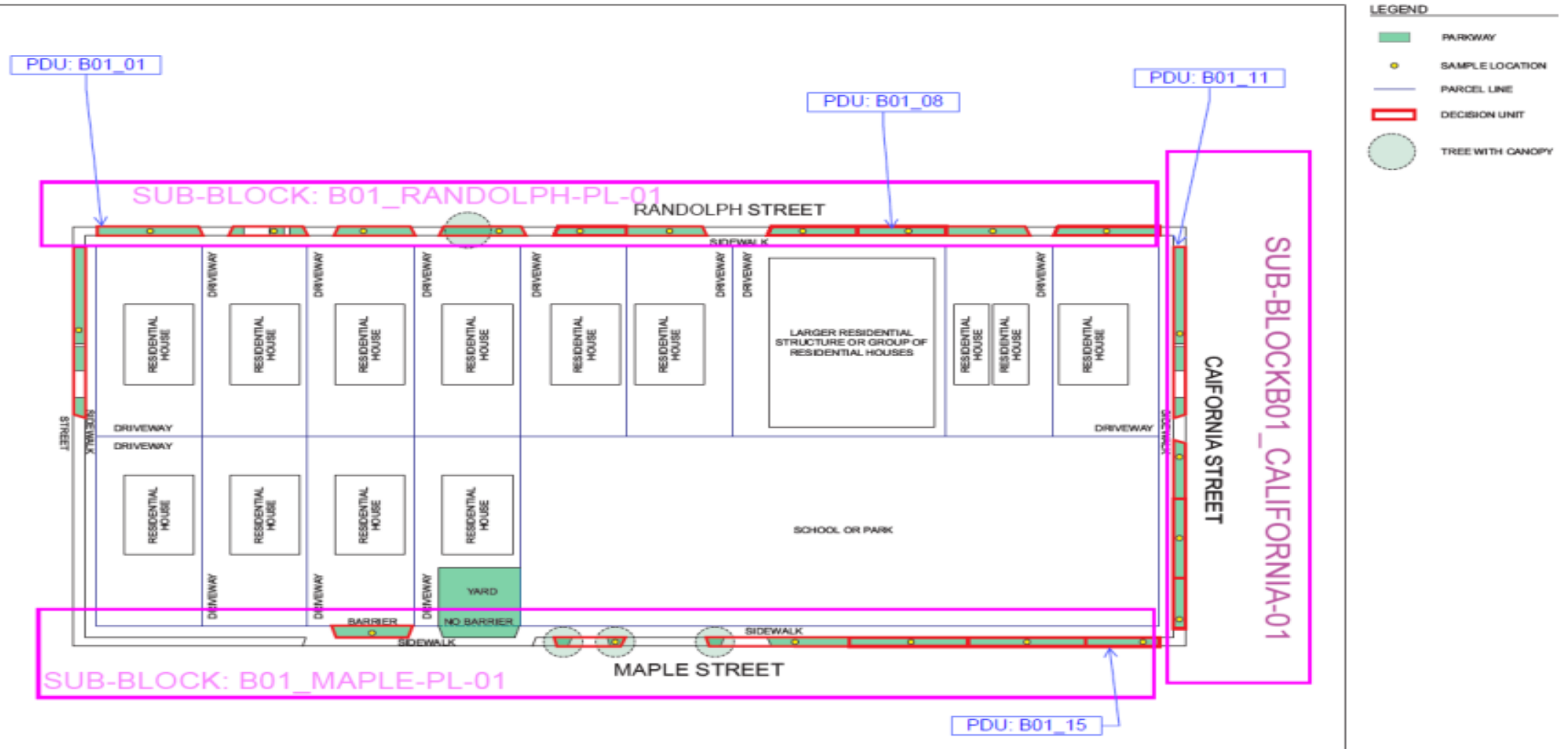
- North Parkway Sub-Blocks to Cleanup

429

- South Parkway Sub-Blocks to Cleanup



Sub-Block (Typical)

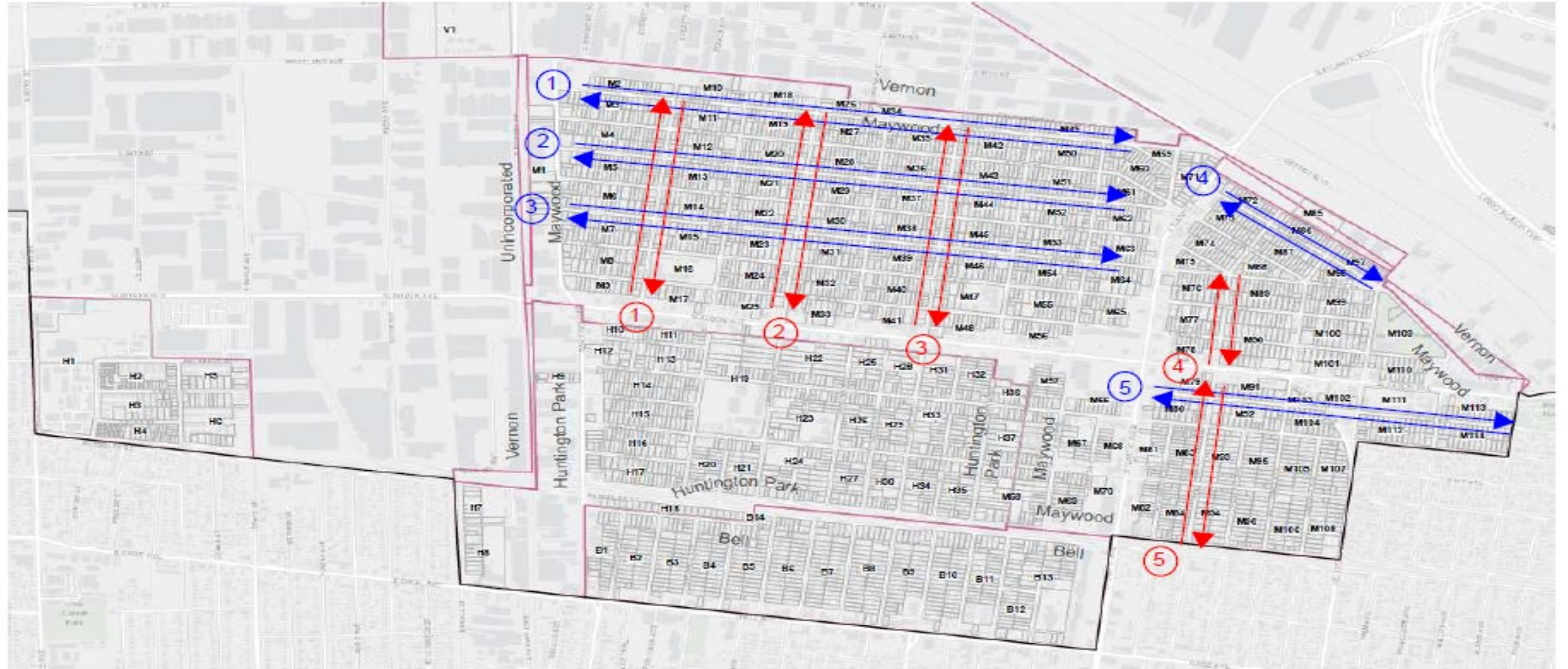


Conceptual Cleanup Sequence

Legend

- Phase 1
- Phase 2

Maywood Remediation Field Sequencing



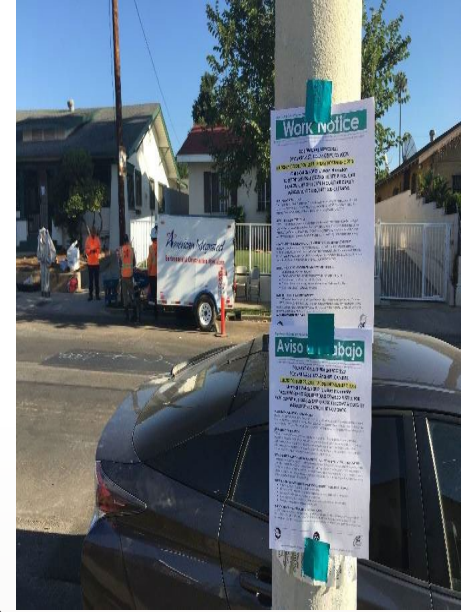
Cleanup Approach

Sub-block approach for cleanup.

Start work notice for communities. Minimum 72 hours prior notice to affected residents.

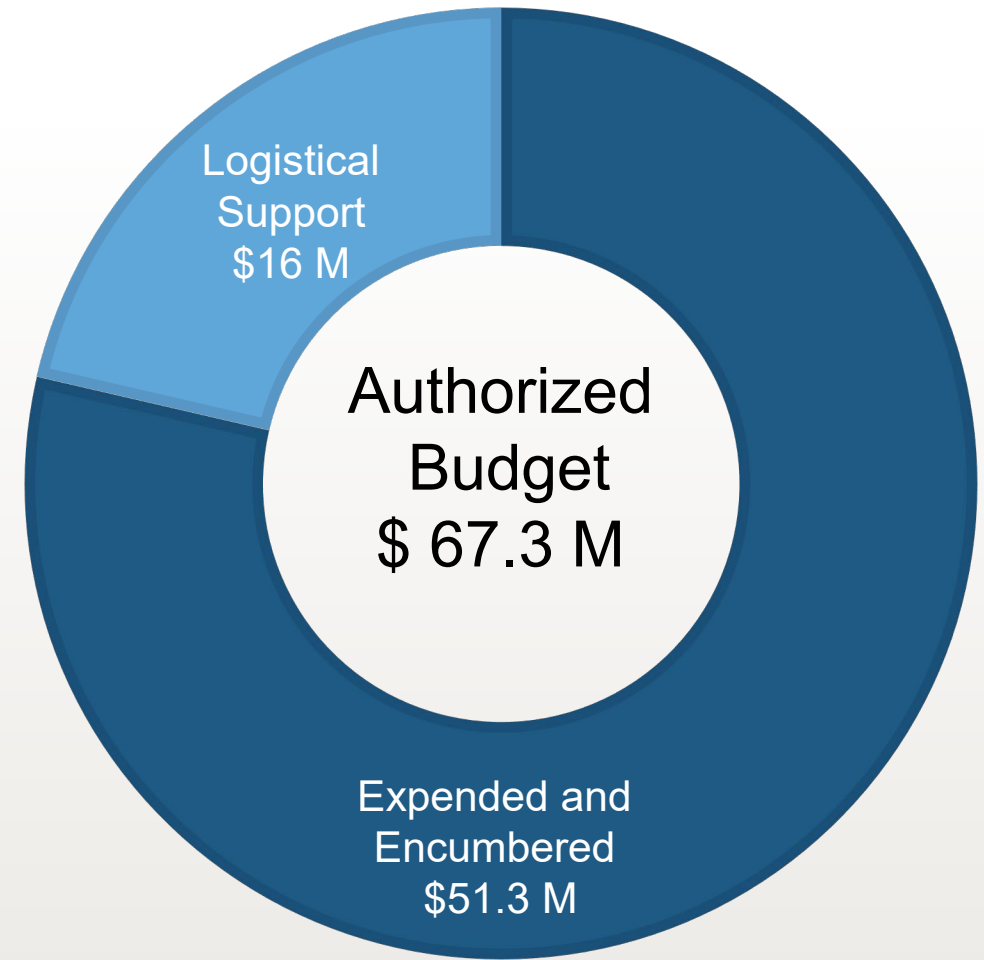
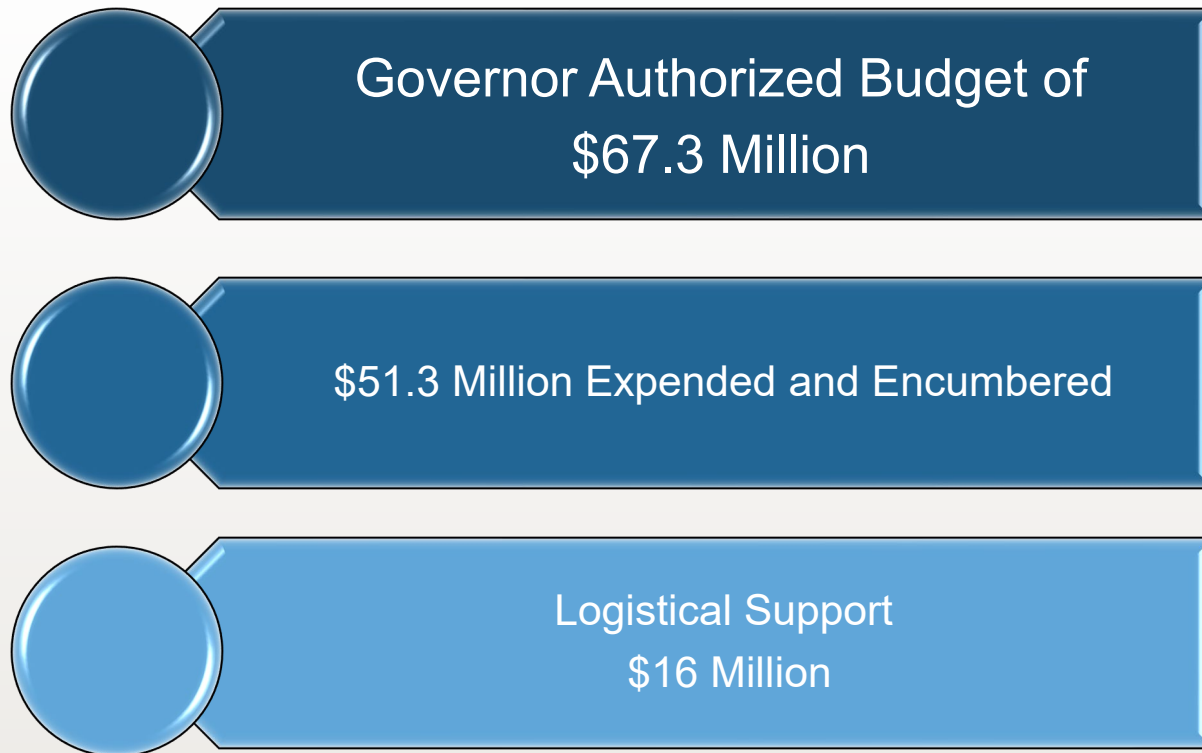
Coordinating with Jurisdictions for city improvement projects.

Minimal impact to parking by working during street sweeping days etc., Jurisdiction schedules, and carpooling for field crews.



Parkways Budget Overview – SB 101 (July 2023)

- As of May 2024



Contracts and Contractors

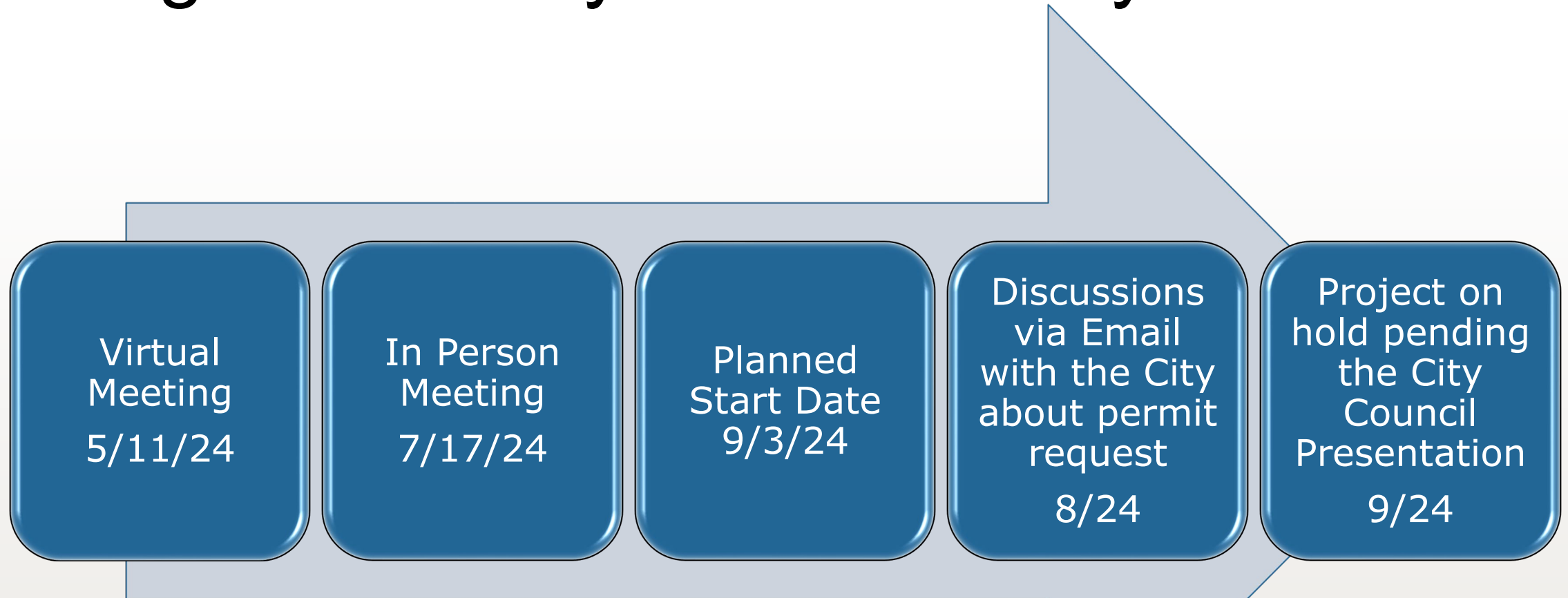


South Parkways Contract Executed April 2024 with Parsons – Planned Start of Work in September

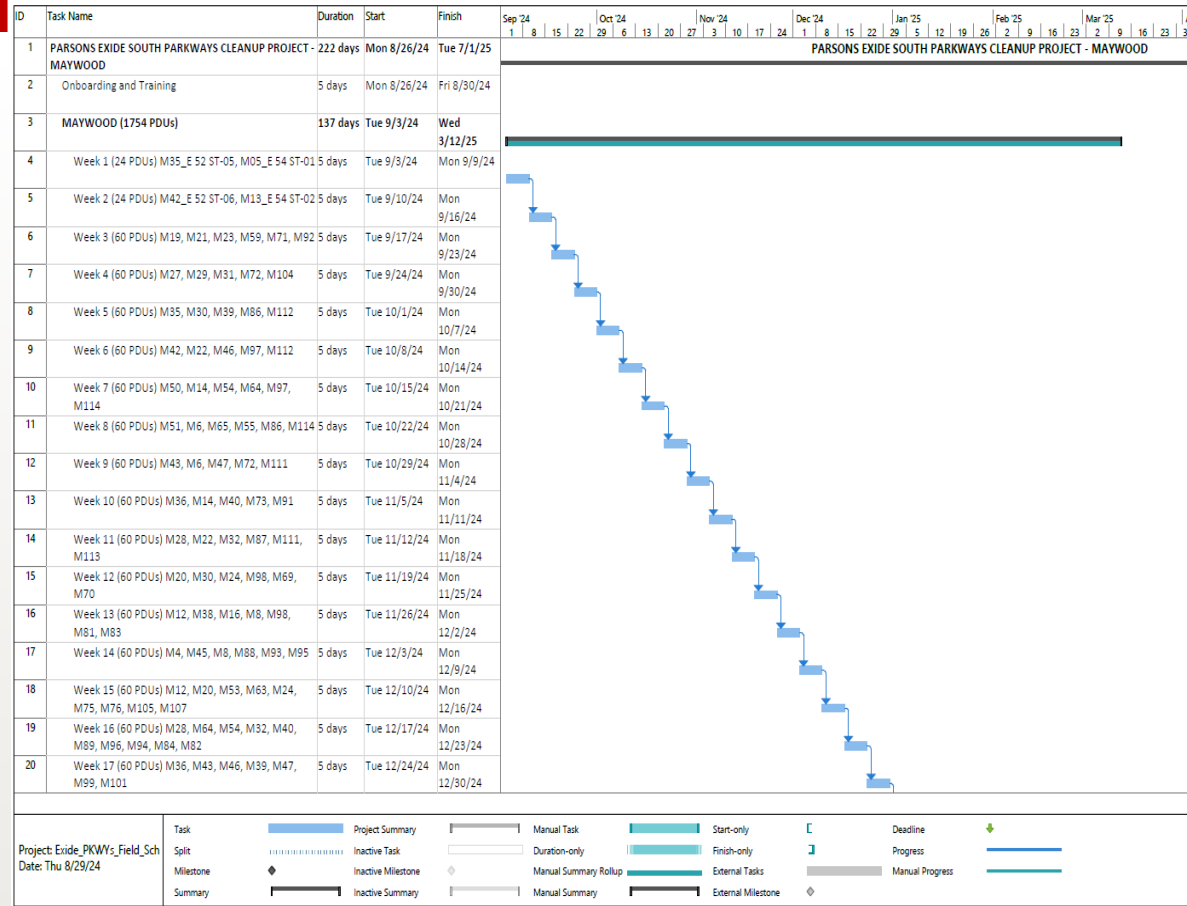


North Parkways Contract Executed July 2024 with GSI Environmental - Starting Work in Fall 2024

Progress of Maywood Parkways

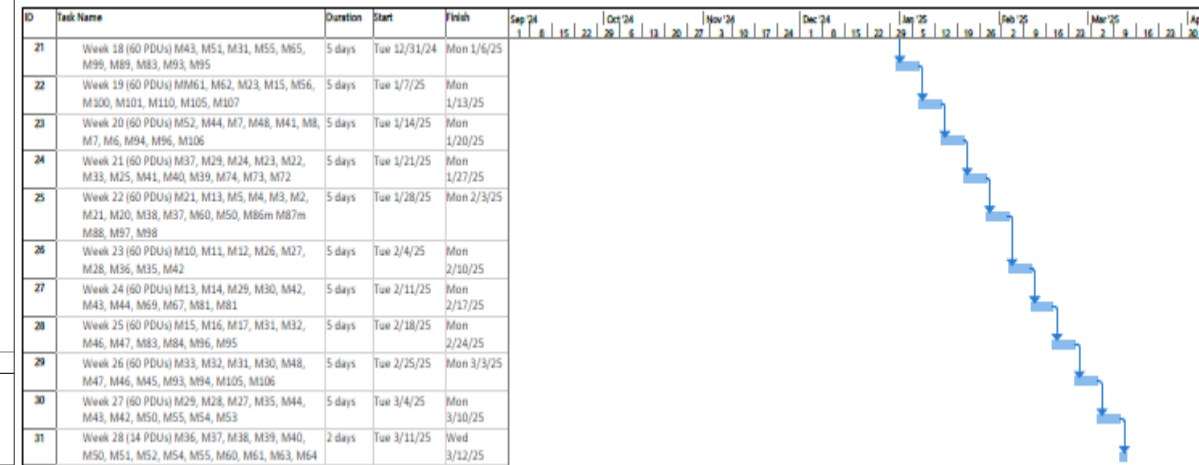


Preliminary Schedule



Anticipated 28 weeks or 7 months.

Ready pending permit approval.



Parkways Traffic Plan

Final Environmental Impact Report (EIR) July 2017

Mitigation Monitoring and Reporting Program (MMRP)

Project Design Features (PDFs) Transportation (TRANS)
PDF TRANS-1, PDF TRANS-2, PDF TRANS-3

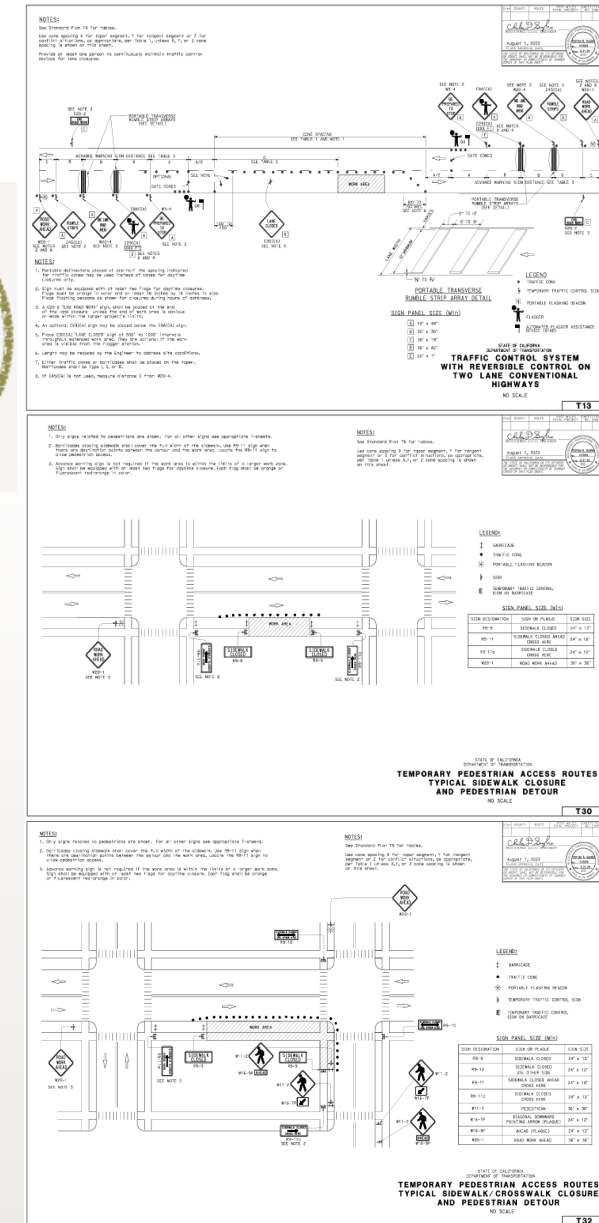
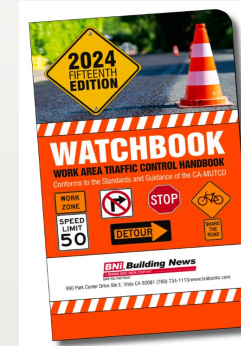


Parkways Traffic Plan (Continued)

City of Maywood Municipal Code

Caltrans Manual on Uniform Traffic Control Devices (CA MUTCD 2014)

Work Area Traffic Control Handbook (WATCH 2024)



Public Outreach

Door Hangers

Work Notice

Interactive Cleanup Map



Cleanup Date: Week of _____

Dear Resident,

The Department of Toxic Substances Control continues lead soil cleanup of the parkways and will be working in your neighborhood soon. The cleanup is being conducted in full compliance with the project health and safety plan for the community.

Beginning _____, clean-up will begin and take approximately _____ days.

During this time, we ask for your patience and understanding with parking and potential increased noise. Our goal is to safely and quickly cleanup your neighborhood in an efficient and effective manner.

DTSC will have representatives in your neighborhood to assist with any issues that may arise during cleanup activity. You can also find additional information on the DTSC website at <https://dtsc.ca.gov/exide-home>.

We thank you
for your patience.

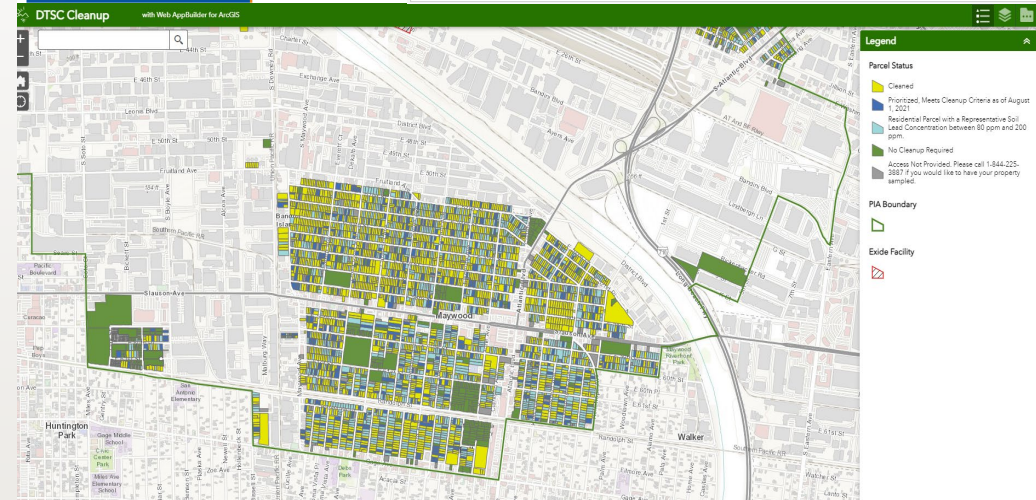


Fact: LEAD IS TOXIC
It is harmful to everyone and DAMAGES:

- BRAIN
- REPRODUCTION
- KIDNEYS
- BLOOD
- LIVER

844.225.3887
dtsc.ca.gov/exide-home
exideinfo@dtsc.ca.gov

DTSC
Department of Toxic Substances Control



Department of Toxic Substances Control

Work Notice

The mission of DTSC is to protect California's people and environment from harmful effects of toxic substances by preventing contaminated resources, enforcing hazardous waste laws, reducing hazardous waste generation, and encouraging the manufacture of chemically safe products.

EXIDE PARKWAYS SOIL REMOVAL IN PROGRESS

Call 1-844-225-3887 for More Information

WHAT ARE WORKERS DOING?

The Department of Toxic Substances Control (DTSC) is excavating and replacing soil found to be impacted with lead in parkways adjacent to sensitive land use properties (residential properties, schools, parks, day care centers and childcare facilities). Parkway are defined as unpaved areas between sensitive use properties and streets whereby a sidewalk is present. A parkway can be located immediately adjacent to either the street or the sidewalk.

WHERE DID THE LEAD COME FROM?

DTSC is conducting soil cleanup activities in an area 1.7 miles around the former Exide Technologies facility in Vernon, a former battery recycling plant used car batteries. Preliminary studies have shown that lead from Exide operations may have contaminated the community around the Exide facility. An evaluation of the soil is important to determine levels of lead to ensure the forthcoming cleanup meets the cleanup goals.

HOW CAN LEAD HARM CHILDREN & ADULTS IN THE NEIGHBORHOOD?

Exposure to lead can cause health problems. Lead can negatively impact a child's ability to learn, pay attention, and cause behavioral problems. Most children who have been exposed to lead do not look or act sick. The best way to know if you, your child, or a family member has been exposed to lead is to get a blood test for lead. For free blood testing, call 1-844-888-2290.

WHAT CAN I DO TO REDUCE EXPOSURE TO LEAD?

- Always wash hands.
- Keep children away from bare soil.
- Place doormats inside and outside the doors.
- Thoroughly wash any homegrown vegetables or fruits that are in direct contact with the soil before eating them.
- Grow vegetables in raised planter boxes.

FOR MORE INFORMATION:
Visit our website at <https://dtsc.ca.gov/exide-home/>.

HEARING IMPAIRED INDIVIDUALS may use the California Relay Service at 711 or 800-655-7100 (TDD).

Parkways Replacement Materials

Contaminated parkways are excavated.

Clean certified clean fill is compacted to finished grade.

Restoration material will be in kind replacement with sod for grass and/or hydroseed for bare earth.



Questions?

*Thank
you!*

1/14/2021



MEETING MINUTES

REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

WEDNESDAY, JULY 24, 2024 AT 5:30 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

Mayor De La Riva called the meeting to order at 5:30 p.m.

II. CITY OFFICIALS

MAYOR

Eddie De La Riva (present)

CITY CLERK

Brian E. Juarez (absent)

MAYOR PRO TEM

Mayra Aguiluz (present)

CITY TREASURER

Mary Mariscal (absent)

COUNCIL MEMBERS

Jessica Torres (excused absence)

Frank Garcia (present)

Heber Marquez (present)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (present)

III. MEETING PROCEDURES

THIS MEETING WAS HELD IN PERSON.

THE MEETING WAS MADE AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/86712670745> AND VIA THE CITY'S FACEBOOK PAGE.

IV. CLOSED SESSION – City Attorney Roxanne Diaz read the items in closed session and Mayor De La Riva called approved member to break into Closed Session. When staff and the City Council returned from closed session, City Attorney Diaz provided no reportable actions.

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 5901 ATLANTIC BOULEVARD, MAYWOOD (APN 6313-013-030); AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: J&MGC, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 4501 SLAUSON AVENUE, MAYWOOD (APN 6313-010-001 AND 6313-010-002).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: EL POLLO LOCO INC., A DELAWARE CORPORATION.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 4457 AND 4487 SLAUSON AVENUE, MAYWOOD (APNS 6313-015-033 AND 6313-015-030).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: MAYWOOD VILLAGE CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 5900 AND 5906 ATLANTIC BOULEVARD, MAYWOOD (APNS 6313-011-036 AND 6313-011-028).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: TONY Y. KIM, JOUNG-SUN KIM, YONG-TAI KIM AND SOON-AI KIM.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

City Council provided their comments.

VI. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

The following provided public comment:

1. David Perez
2. Mrs. Wilson

VII. PRESENTATIONS

DECLARING JULY AS "PARKS MAKE LIFE BETTER MONTH" IN THE CITY OF MAYWOOD

Mayor De La Riva presented a proclamation and declared July as Parks Make Life Better month. City Council also provided their comments.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

Sgt. Jimenez provided a crime statistic report for the month of June.

VIII. PUBLIC HEARING

1. A PUBLIC HEARING TO CONSIDER AND APPROVE RESOLUTION NO. 6369 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD ADOPTING THE FISCAL YEAR 2024-2025 CAPITAL IMPROVEMENTS PROGRAM TOTAL \$23,045,534

Mayor De La Riva requested for staff to provide a report. City Manager Jennifer Vasquez introduced Finance Director Rimo Hanson to provide the City Council a report.

The City Council provided their questions and comments. Mayor De La Riva opened the public hearing for public comment. The following provided public comment: David Perez and Mrs. Wilson.

Council Member Garcia motioned to approve Resolution No. 6369 with a second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Aguiluz, Garcia, Marquez. Motion passed 4-0.

IX. CONSENT CALENDAR

Council Member Garcia motioned to approved consent items 2-11 with a second from Mayor Pro Tem Aguiluz. AYES: De La Riva, Aguiluz, Garcia, Marquez. Motion passed 4-0.

- 11 2. MINUTES OF THE MAY 22, SPECIAL CITY COUNCIL MEETING
3. MINUTES OF THE JUNE 26, 2024, REGULAR CITY COUNCIL MEETING
4. REVENUE REPORT JUNE 2024
5. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL JUNE 2024
6. CONSIDERATION OF ADOPTING RESOLUTION NO. 6370 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
7. CONSIDERATION OF ADOPTING RESOLUTION NO. 6371 APPROVING AN UPDATED COMPREHENSIVE SALARY SCHEDULE FOR FISCAL YEAR 2024-25 IN ACCORDANCE

WITH TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS SECTION 570.5 AND THE CALIFORNIA EMPLOYEES RETIREMENT SYSTEM ("CALPERS")

8. CONSIDERATION OF ADOPTING RESOLUTION NO. 6372 AMENDING THE COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES
9. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (PLANNING) AND INSTITUTE FOR LOCAL GOVERNMENT (COMMUNITY OUTREACH) FOR PHASE 2 OF THE CLIMATE ACTION, ADAPTATION, AND RESILIENCE PLAN
10. AUTHORIZE CITY STAFF TO ADVERTISE A REQUEST FOR PROPOSALS (RFP) FOR THE CITYWIDE TREE MAINTENANCE AND EMERGENCY RESPONSE SERVICES CONTRACT
11. ACCEPTANCE OF SIDEWALK REHABILITATION PROJECT FY 2023-2024 (CDBG)

X. DISCUSSION/ACTION ITEMS

12. DISCUSS AND PROVIDE DIRECTION REGARDING PARK USAGE FEES AND ADOPTING RULES AND REGULATIONS FOR FIELD RESERVATIONS AT DODGERS DREAMFIELD AT MAYWOOD PARK

City Manager Jennifer Vasquez provided a report. City Council provided their questions, comments, and suggestions. Staff will make all necessary changes. Staff will finalize and bring back to the Council for a public hearing.

13. DISCUSS AND PROVIDE DIRECTION REGARDING THE FULL COST ANALYSIS OF THE RENTAL REGISTRATION FEES AND PENALTIES

City Manager Jennifer Vasquez provided a report. City Council provided their questions, comments, and suggestions. Staff will make all necessary changes. Staff will finalize and bring back to the Council for a public hearing.

XI. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

The following provided public comment:

1. Stephano Padilla
2. Olga Rodriguez
3. David Perez
4. Mrs. Wilson

XII. ADJOURNMENT – Mayor De La Riva adjourned the Council Meeting at approximately 7:02 p.m. and announced the next Regular Meeting of the Maywood City Council is scheduled for Wednesday, August 28, 2024, at 5:30 p.m. in the City Council Chambers.



MEETING MINUTES

REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

TUESDAY, SEPTEMBER 24, 2024 AT 6:00 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

Mayor De La Riva called the meeting to order at 6:00 p.m.

II. CITY OFFICIALS

MAYOR

Eddie De La Riva (present)

MAYOR PRO TEM

Mayra Aguiluz (present)

COUNCIL MEMBERS

Jessica Torres (excused absence)

Frank Garcia (present)

Heber Marquez (present)

CITY CLERK

Brian E. Juarez (absent)

CITY TREASURER

Mary Mariscal (absent)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (absent)

Lindsay Thorson (present)

Regina Danner (present)

III. MEETING PROCEDURES

THIS MEETING WAS HELD IN PERSON.

THE MEETING WAS AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/87513385774> AND VIA THE CITY'S FACEBOOK PAGE.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

City Council provided their comments.

V. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

The following participants provided public comment:

1. Ali Saleh
2. Monica Arroyo

VI. PRESENTATIONS

PRESENTATION OF AWARDS FOR THE CITY OF MAYWOOD FINALISTS OF THE UTILITY BOX ART PROGRAM

Mayor De La Riva presented awards and recognized all the winners and finalist of the City's Utility Box Art Program.

RECOGNITION AND CONGRATULATORY FAREWELL TO THE MAYWOOD CESAR CHAVEZ LIBRARY ASSISTANT ROSA PEÑA

Mayor De La Riva presented a certificate of recognition to Ms. Rosa Peña for her years of service to our community via the County Library.

LOS ANGELES SHERIFF'S DEPARTMENT: CITY UPDATE

Sgt. Jimenez provided a report on the City's crime statistics and updates on other City efforts.

CITY OF MAYWOOD DECLARES SEPTEMBER 2024 AS SUICIDE PREVENTION AWARENESS MONTH

Mayor De La Riva declared the month of September as Suicide Prevention Awareness month.

CITY OF MAYWOOD DECLARES SEPTEMBER 15, 2024, THROUGH OCTOBER 15, 2024, AS NATIONAL HISPANIC HERITAGE MONTH

Mayor De La Riva declared September 15, 2024, through October 15, 2024, as National Hispanic Heritage Month

VII. PUBLIC HEARING

1. RECOMMENDED ADOPTION OF RESOLUTIONS OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY INTERESTS

FOR PUBLIC PURPOSES IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (ASSESSOR PARCEL NUMBERS 6313-010-001 6313-010-002, 6313-010-003, & 6313-010-030; 6313-015-030, 6313-015-031, 6313-015-032 & 6313-015-033; 6313-011-036 & 6313-011-028) (EL POLLO LOCO, MAYWOOD VILLAGE CENTER, KIM)

City Attorney Regina Danner provided a report on the public hearing item.

Council Member Marquez provided comments on the item. City Attorney Regina Danner provided a response.

Mayor De La Riva opened the public hearing for public comments and the following participants provided a public comments: Jaime Flores.

Mayor De La Riva motioned to adopt Resolution No. 6377 and a second by Council Member Garcia. AYES: De La Riva, Aguiluz, Garcia, Marquez. Motion passed 4-0.

Motion to adopt Resolution No. 6378 by Council Member Marquez and a second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Aguiluz, Garcia, Marquez. Motion passed 4-0.

The additional documents will be signed by City Manager Jennifer Vasquez.

VIII. CONSENT CALENDAR

Council Member Marquez requested to pull item #8. Council Member Garcia motioned to approve items 2-13, with the exception of item #8 and a second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Aguiluz, Garcia, Marquez. Motion passed 4-0.

2. MINUTES OF THE AUGUST 8, 2024, SPECIAL CITY COUNCIL MEETING
3. MINUTES OF THE AUGUST 28, 2024, REGULAR CITY COUNCIL MEETING
4. REVENUE REPORT AUGUST 2024
5. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL AUGUST 2024
6. CONSIDERATION OF ADOPTING RESOLUTION NO. 6384 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
7. CONSIDERATION OF ADOPTING RESOLUTION NO. 6385 OF THE CITY OF MAYWOOD AND AMENDING THE CITY'S CONFLICT OF INTEREST CODE RESOLUTION NO. 6153

8. CONSIDERATION OF APPROVAL OF AN ACCESS AND LICENSE AGREEMENT WITH THE CITY OF BELL FOR THE RANDOLPH STREET BEAUTIFICATION PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

Council Member Marquez requested City Manager Jennifer Vasquez to provide a report on this item. City Manager provided a report. Council Member Marquez provided comments. Motion to approve this item by Council Member Marquez and a second by Council Member Garcia. AYES: De La Riva, Aguiluz, Garcia, Marquez. Motion passed 4-0.

9. CONSIDERATION TO ADOPT RULES AND REGULATIONS FOR FIELD RESERVATIONS AT DODGER DREAMFIELD AT MAYWOOD PARK

10. CONSIDERATION OF APPROVING THE PURCHASE OF TWO ELECTRIC VEHICLES FROM PENSKE CHEVROLET OF CERRITOS IN THE TOTAL AMOUNT NOT TO EXCEED \$100,283,40 UTILIZING FUNDS THAT ARE UNDER ALLOCATED AB 2766 AND MAKE THE FINDINGS PURSUANT TO SECTION 3-4.13(E)

11. CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO ST. ROSE OF LIMA SCHOOL LOCATED AT 4422 E. 60TH STREET FOR AN ANNUAL FUNDRAISER AND DIRECTION REGARDING CONDITIONS OF APPROVAL AS RECOMMENDED IN THE STAFF REPORT

12. RECOMMENDED APPROVAL OF PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY INTERESTS FOR PUBLIC PURPOSES IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (J&MGC PARCEL, ASSESSOR PARCEL NUMBER 6313-013-030)

13. RECOMMENDED APPROVAL OF POSSESSION AND USE AGREEMENT AUTHORIZING CITY TO POSSESS AND USE CERTAIN REAL PROPERTY INTERESTS FOR PUBLIC PURPOSES IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (KIM PARCEL, ASSESSOR PARCEL NUMBERS 6313-011-036 & 6313-011-028)

IX. DISCUSSION/ACTION ITEMS

14. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM MAYWOOD ACADEMY HIGH SCHOOL MARCHING BAND IN THE AMOUNT OF \$7,000.00

Mayor De LA Riva motioned to approve this item and a second by Council Member Garcia. AYES: De La Riva, Aguiluz, Garcia, Marquez. Motion passed 4-0.

15. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM SOUTHEAST RIO VISTA YMCA IN THE AMOUNT OF \$10,000

Item was continued until the October 23, 2024, City Council Meeting.

16. CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO BELL CHAMBER OF COMMERCE LOCATED AT 4801 E. 58TH STREET FOR A FUNDRAISER AND DIRECTION REGARDING CONDITIONS OF APPROVAL AS RECOMMENDED IN THE STAFF REPORT

Council Member Garcia provided a question. Mayor De LA Riva motioned to approve this item and a second by Council Member Marquez. AYES: De La Riva, Aguiluz, Garcia, Marquez. Motion passed 4-0.

X. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

The following participants provided public comment:

1. Tracy (USC Student)
2. Ana (USC Student)

XI. ADJOURNMENT – Mayor De La Riva adjourned the meeting at approximately 6:54 p.m. and announce the next Regular Meeting of the Maywood City Council is scheduled for Wednesday, October 23, 2024, at 5:30 p.m. in the City Council Chambers.



MEETING MINUTES

SPECIAL MEETING OF THE MAYWOOD CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

THURSDAY, SEPTEMBER 26, 2024 AT 12:30 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

Mayor De La Riva called the meeting to order at 12:30 p.m.

II. CITY OFFICIALS

MAYOR

Eddie De La Riva (**present**)

CITY CLERK

Brian E. Juarez (**excused absence**)

MAYOR PRO TEM

Mayra Aguiluz (**present**)

CITY TREASURER

Mary Mariscal (**excused absence**)

COUNCIL MEMBERS

Jessica Torres (**excused absence**)

Frank Garcia (**present**)

Heber Marquez (**present**)

CITY MANAGER

Jennifer E. Vasquez (**absent**)

CITY ATTORNEY

Roxanne Diaz (**absent**)

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

No Council comments.

V. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

No public comment.

VI. CONSENT CALENDAR

Mayor De La Riva made a motion to approve consent item #1 and there was a second by Council Member Marquez. AYES: DE LA RIVA, AGUILUZ, GARCIA, MARQUEZ. Motion passed 4-0.

1. CONSIDERATION OF ADOPTING RESOLUTION NO. 6386 OF THE CITY OF MAYWOOD CITY COUNCIL TO APPROVE A WAIVER OF A FILM PERMIT APPLICATION FEE FOR A STUDENT FILM PRODUCTION LOCATED AT THE MAYWOOD BOXING CLUB AT 4747 EAST 56TH STREET IN THE AMOUNT OF \$450.00 FOR UNIVERSITY OF SOUTHERN CALIFORNIA FILM STUDENTS (USC SCHOOL OF CINEMATIC ARTS)

VII. ADJOURNMENT – Mayor De La Riva adjourned the meeting at 12:32 p.m.. The next Regular Meeting of the Maywood City Council is Wednesday, October 23, at 5:30 p.m. in the City Council Chambers.



MEETING MINUTES

SPECIAL MEETING OF THE MAYWOOD CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

THURSDAY, OCTOBER 10, 2024 AT 4:30 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

Mayor De La Riva called this meeting to order at 4:30 p.m.

II. CITY OFFICIALS

MAYOR
Eddie De La Riva (present)

CITY CLERK
Brian E. Juarez (absent)

MAYOR PRO TEM
Mayra Aguiluz (excused absence)

CITY TREASURER
Mary Mariscal (absent)

COUNCIL MEMBERS
Jessica Torres (present)
Frank Garcia (present)
Heber Marquez (present)

CITY MANAGER
Jennifer E. Vasquez (present)

CITY ATTORNEY
Roxanne Diaz (remotely)

III. MEETING PROCEDURES

THIS MEETING WAS HELD IN PERSON.

THE MEETING WAS MADE AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/85398326595> AND VIA THE CITY'S FACEBOOK PAGE.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

No comments from City Council or staff.

V. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

No public comment.

VI. PUBLIC HEARING

1. CONSIDERATION OF ADOPTING RESOLUTION NO. 6387 OF THE CITY OF MAYWOOD CITY COUNCIL AUTHORIZING THE FILING OF AN APPLICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR PATHWAYS TO REMOVING OBSTACLES TO HOUSING (PRO HOUSING) GRANT FUNDING

Mayor De La Riva requested City Manager Jennifer Vasquez to provide a report. City Manager Vasquez provided a brief report on this item.

Mayor De La Riva opened the public hearing for public comment. Mr. David Perez provided a public comment on this item. City Council provided their comments. Mayor De La Riva motioned to approve the public hearing item and adopt Resolution No. 6387 and there was a second by Council Member Marquez. AYES: De La Riva, Garcia, Marquez, Torres. Motion passed 4-0.

VII. CONSENT CALENDAR

2. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO QUALITY FENCE CO., INC. FOR PUBLIC WORKS YARD FENCE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$116,905.00

Council Member Marquez made a motion to approve consent item #1 and a second by Council Member Garcia. AYES: De La Riva, Garcia, Marquez, Torres. Motion passed 4-0.

VIII. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

Public comments on non-agenda items provided by:

1. David Perez
2. Marcelino Correa

IX. ADJOURNMENT – Mayor De La Riva adjourned the meeting at approximately 4:54 p.m. and the next Regular Meeting of the Maywood City Council is scheduled for Wednesday, October 23, 2024, in the City Council Chambers at 5:30 p.m.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: October 23, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR
RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: REVENUE REPORT SEPTEMBER 2024

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report for the months of July - September 2024.

BACKGROUND:

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue Report for the City Council's review.

DISCUSSION:

General Fund revenues are not received evenly throughout the fiscal year. During the first half of the fiscal year, there is always an issue of timing difference whereby cash receipts do not align with the projected budget forecast, but during the second half of the year the cash receipts begin to align with the projected budget. See attachment 1 and 2 for revenue details comparison between July – September 2023 and July – September 2024 and explanations in the "**Comments**" column.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. July 2024 - September 2024 City of Maywood FY 2024-2025 General Fund
2. July 2024 - September 2024 City of Maywood FY 2024-2025 Special Revenue Fund

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of September 30, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - September 2023	July - September 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(C divided by A)	
Taxes:							
4203/4302	Franchise & Collectors Fee	\$ 570,000	\$ -	\$ -	\$ -	0.00%	Received Quarterly.
Various	Property Taxes	814,022	7,602	34,467	26,865	4.23%	Major payments receive in December and March.
4211	Utility Users Tax	1,400,000	185,130	223,057	37,927	15.93%	Received in the following month.
4206	Transfer Tax	16,000	2,051	7,021	4,970	43.88%	Based on activities.
4202	Transient Occupancy Tax (TOT)	105,000	-	-	-	0.00%	Received Quarterly.
4212	Cannabis Sales Tax	1,750,000	-	-	-	0.00%	Received Quarterly.
4201	Sales and Use Tax (Retail Sales Tax)	2,335,201	171,064	147,669	(23,395)	6.32%	Received in the following month.
Taxes Total		\$ 6,990,223	\$ 365,847	\$ 412,214	\$ 46,367	5.90%	
Licenses & Permits:							
4301	Compliance Program Fee	\$ 45,000	\$ -	\$ -	\$ -	0.00%	Payment received in March annually.
Various	Plumbing, Electrical & Conditional/Land Used Permits	13,600	5,264	3,220	(2,044)	23.68%	Permits fluctuate based on activities.
4305	Public Works Permit Fees	150,000	31,228	25,299	(5,929)	16.87%	Fees fluctuate based on activities.
Various	Other Fees & Permits	24,154	5,663	7,057	1,394	29.22%	Fees fluctuate based on activities.
4320	Occupancy Permits	600	-	568	568	94.67%	
4313	Building Permits	50,000	14,892	15,490	598	30.98%	Fees fluctuate based on activities.
4307	Commercial Cannabis Renewal Fees	74,250	14,850	-	(14,850)	0.00%	Five business licenses: one due in September and four due in April.
4322	Parking Permits	63,000	7,955	7,970	15	12.65%	Parking Permits issued during Sept.
4311	Apartment License	20,000	4	75	71	0.38%	Majority of payments are received in January-March.
4205	Business License Tax	240,000	1,324	7,055	5,731	2.94%	Majority of payments are received in January-March.
4110	Vehicle License Fees Excess	31,000	-	-	-	0.00%	State Allocation
4107	Motor Vehicle License Fee (VLF) in lieu	3,639,513	-	-	-	0.00%	City receives two payments per year: January and May.
Licenses and Permits Total		\$ 4,351,117	\$ 81,180	\$ 66,734	\$ (14,446)	1.53%	

Charges for Services:

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of September 30, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - September 2023	July - September 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(C divided by A)	
4701	Waste Management Assessment	\$ -	\$ -	\$ -	\$ -	0.00%	
4704	Plan Check Fees	58,000	6,374	11,698	5,324	20.17%	Fees fluctuate based on activities.
4702	Rents & Concessions	23,800	5,954	5,954	-	25.02%	Monthly payments.
Charges for Services Total		\$ 81,800	\$ 12,328	\$ 17,652	\$ 5,324	21.58%	
Fines and Forfeitures:							
4401	Penalties: Apt & Bus License	\$ 9,000	\$ 345.00	\$ 1,199	\$ 854	13.32%	Penalties generally occur after February.
4404	Southeast Municipal Court (SEMC)/ Court Collections	220,000	33,204	40,216	7,012	18.28%	Monthly Payments.
4403	Citations: Administrative	5,000	1,700	100	(1,600)	2.00%	Code Enforcement Citations fluctuate based on activities.
4402	Citations: Parking	412,000	51,230	45,301	(5,929)	11.00%	Fees fluctuate based on activities. Payments are received two months after the citations are paid to third party.
Fines and Forfeitures Total		\$ 646,000	\$ 86,479	\$ 86,816	\$ 337	13.44%	
Leases and Concessions:							
4501	Leased Property Rental Income	\$ 61,400	\$ 14,752	\$ 12,564	\$ (2,188)	20.46%	Payments received monthly.
Leases and Concessions Total		\$ 61,400	\$ 14,752	\$ 12,564	\$ (2,188)	20.46%	
Miscellaneous:							
4817	Good Corporate Citizen Program	\$ 20,000	\$ -	\$ -	\$ -	0.00%	Payment received in March.
4803	Interest Income	475,000	-	-	-	0.00%	Internal allocations are done quarterly.
Various	Miscellaneous Revenue	72,900	738	57,420	56,682	78.77%	Budgeted based on prior year's actual.
4800	Transfer In -General	495,705	-	-	-	0.00%	Internal allocations are done annually.

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of September 30, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - September 2023	July - September 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(C divided by A)	
Miscellaneous Revenue Total		\$ 1,063,605	\$ 738	\$ 57,420	\$ 56,682	5.40%	
Retiree Pension Levy:							
4830	Retiree Pension Levy	\$ 1,300,000	\$ -	\$ 9,396	\$ 9,396	0.72%	Payment starts in November.
Retiree Pension Levy Total		\$ 1,300,000	\$ -	\$ 9,396	\$ 9,396	0.72%	
General Fund Revenue Total		\$ 14,494,145	\$ 561,324	\$ 662,796	\$ 101,472	4.57%	

Year-To-Date Revenue Report-Special Revenue Funds
FY 2024-2025
As of September 30, 2024

Fund	Fund Description	Adopted Budget FY 2024-25	July - September 2023	July - September 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(A divided by C)	
212	Gas Tax Fund	\$ 721,127	\$127,213	\$133,666	6,453	18.54%	Received monthly.
214	Transportation Development Act (TDA) Bikeway	25,213	-	-	-	0.00%	Reimbursement based on actual expenditures.
216	SB-1 Road Maintenance Rehabilitation Act Fund	643,264	52,850	56,749	3,899	8.82%	Received monthly.
221	Proposition A Transit Fund	690,396	169,777	164,301	(5,476)	23.80%	Received monthly.
222	Proposition C Transit Fund	582,762	142,181	137,127	(5,054)	23.53%	Received monthly.
223	Air Quality Management District (AQMD) Fund	35,300	-	-	-	0.00%	Received quarterly.
224	Measure R Transit Fund	429,999	105,540	102,201	(3,339)	23.77%	Received monthly.
225	Measure M Transit Fund	498,766	80,084	115,625	35,541	23.18%	Received monthly.
232	Supplemental Law Enforcement Services Fund (SLESF) Grant	100,000	-	-	-	0.00%	Received monthly.
243	Community Development Block Grant (CDBG)	625,365	-	6,795	6,795	1.09%	Reimbursement based on actual expenditures.
251	Street Lighting Fund	174,520	-	-	-	0.00%	Payments start in November.
611	Redevelopment "Successor" Agency Fund	-	-	320	320	0.00%	
261	Federal / State / County Grants	18,732,814	-	787	787	0.00%	Reimbursement based on actual expenditures.
272	Measure A Park Fund	784,903	-	-	-	0.00%	Reimbursement based on actual expenditures.
280	Measure W Safe Clean Water Program Fund	198,061	-	-	-	0.00%	Payment received by December.
412	Sewer Enterprise Fund	326,000	-	-	-	0.00%	Payment starts in November.
501	PLHA Fund (Permanent Local Housing Allocation)	655,794	-	-	-	0.00%	Reimbursement based on actual expenditures.
Special Revenue Funds Total		\$ 25,224,284	\$ 677,645	\$ 717,571	\$ 39,926	2.84%	

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: October 23, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR
RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL SEPTEMBER 2024

RECOMMENDATION:

Staff recommends that the City Council receive and file the attached cash and investment report for September 2024.

BACKGROUND:

In accordance with the City of Maywood's Adopted Investment Policy and to provide information to the City Council, the City's Finance Department prepares a *Monthly Cash and Investment Report* for the City Council's review. The report shows the City's cash position at the month's end as well as investments.

DISCUSSION:

The cash and investment balances are across all funds of the City. The purpose of this report is to show the cash and investment balances at month end. The investment provides sufficient liquidity to meet six months of estimated expenditures. All investments are in compliance with California state code 503600 and the City of Maywood Investment Policy.

The City maintains cash in a General Account, investments in the Local Agency Investment Fund (LAIF), investments in the California Employers' Retiree Benefit Trust (CERBT) a Section 115 trust fund dedicated to prefunding other Post-Employment Benefits (OPEB), and investments in the California Employers' Pension Prefunding Trust (CEPPT). The attached report shows the cash and investments as of September 30, 2024.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with approving this report.

ATTACHMENT(S)

1. September 2024 Cash and Investment Report

**City of Maywood, California
Cash and Investments Report
As of September 30, 2024**

Description	Type	Ending Balance as of 9/30/2024
A - Non-Investment Cash Accounts		
US Bank - Corporate Checking	Cash	\$ 1,224,310.98
Total Cash Accounts		<u>\$ 1,224,310.98</u>
B - Investment Accounts		
Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	\$ 15,808,134.12
California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$ 1,135,033.38
California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	<u>\$ 1,053,213.08</u>
Total Investment Accounts		<u>\$ 17,996,380.58</u>
Total Cash and Investments		<u>\$ 19,220,691.56</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: October 23, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR
RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6388 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

RECOMMENDATION:

Staff recommends that the City Council receive, approve and file the warrant and ACH registers and payroll wire transfers dated 8/29/2024 through 10/11/2024, and adopt Resolution No. 6388 approving Warrants for Payment

BACKGROUND:

Staff provides warrant registers and wire transfers to City Council as part of Management Controls. The City utilizes resolutions for approving warrants for payment to comply with Section 3-2.06 of the Municipal Code regarding Warrants for Payments. Exhibit A entitled Summary of Warrants and Wire Transfers/ Automated Clearing House (ACH) Transactions serves as a Management Control for complying with Section 3-2.06. Exhibit B entitled Detail of Warrants serves as evidence of Internal Controls utilized by City Finance staff that support these Management Controls for payments made by the City. These controls are carried out through the submission of all required documents supporting the invoices submitted for payment. Prior to payment, the Finance staff reviews - as an Internal Control that supports the Management Control - all disbursement documents to ensure that they meet the approval requirements

DISCUSSION:

A - PAYMENT APPROVAL - Pursuant to paragraph 37202 of the California Government Code, demands (called Warrant Demand) against the City for payment shall be audited and thereafter submitted to the City Council for approval or rejection prior to payment, either separately or in a register of audited demands and shall have attached thereto affirmation of the City Treasurer and City Finance Director certifying the accuracy of the demands and the availability of funds for payment. This is accomplished using:

A1 - Warrants Registers or checks certified or approved by the City Treasurer and Finance Director as conforming to authorized expenditures set forth in the City Council adopted City Budget.

A1.1 Prepayments – pre-paying allows the City to take advantage of allowable prompt payment discounts and make payments on due dates of invoices. This involves the issuance of checks prior to final warrant approval. Automated Clearing House (ACH) transactions are made using a network that electronically moves money

between the City's bank accounts to a payee's bank account. This is reflected in the Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable prepaid warrants for payment. Wire Transfer is a method of electronic funds transfer from the City of Maywood to one person or organization (payrolls and fees for electronic transfers).

A1.2 Regular Payment – To avoid late fees for payments made beyond due dates of invoices, checks are prepared prior to final warrant approval by the City Council. This is reflected in the Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable regular warrants for payment. After City Council approval, the checks are signed and distributed.

B - DOCUMENTATION – The City uses a Management Control by producing a summary document (Exhibit A-Summary Warrants for Payment and Wire Transfers/ACH transactions) that represents the cash disbursements required and the City uses an Internal Control by producing a detailed document (Exhibit B – Detail Warrants for Payment) that details information about each check issued for Prepaids and or to-be-paid for Regular Payments. These “disbursements” are accounted for in the FY2024-25 budget.

B1 – SUMMARY WARRANTS FOR PAYMENT AND WIRE TRANSFERS/ACH TRANSACTIONS provide an accounting of the Accounts Payable Registers, wire transfers (method of electronic funds transfer from the City of Maywood to one person or organization), and Automated Clearing House (ACH) transactions.

B2 – DETAIL WARRANTS FOR PAYMENTS provides the detailed information of approved payments made to the City's vendors and contractors by check number, identification of prepaid, date of warrant, vendor name, check amount, transaction description, and fund source. Wire transfers also enable the City to send electronic funds to the bank accounts of the City's vendors and contractors. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above-referenced dates.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total disbursements for Warrant Registers are \$1,911,318.97 for the period of 8/29/2024 to 10/11/2024. This amount consists of Warrant Registers of \$1,680,899.57 ACH registers of \$94,514.51, and Payroll Wire Transfers of \$135,904.89.

ATTACHMENT(S)

1. Resolution No.6388 Approving the Warrants for Register 10.23.24
2. Exhibit A Summary Warrant Demand 10.23.24
3. Exhibit B Warrant Register Detail 10.23.24

RESOLUTION NO. 6388

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD, CALIFORNIA, AND SUCCESSOR AGENCY TO
THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY
APPROVING THE WARRANTS FOR PAYMENT**

WHEREAS, the following listed demands have been reviewed by the Director of Finance,
and

WHEREAS , the Director of Finance has certified to the accuracy and availability of funds
for payment thereof, and

WHEREAS, the register of audited demands is hereby submitted to the City Council of
the City of Maywood and Successor Agency to the Maywood Community Redevelopment
Agency for approval.

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire
Transfers/Automated Clearing House (ACH) Transactions for \$1,911,318.97 are hereby
ratified:

- Exhibit A – Summary of Warrants and Wire Transfers/ACH Transactions
- Exhibit B – Detail of Warrants

PASSED, APPROVED AND ADOPTED THIS 23th day of October 2024.

Eddie De La Riva, Mayor

ATTEST:

APPROVED AS TO FORM:

Brian E. Juarez, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Brian E. Juarez, City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No.6388, was duly passed, approved by not less than three members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 23th day of October, 2024, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, October 23, 2024

Accounts Payable

	Amount
Accounts Payable void warrants for payment: Checks No.	\$ -
Accounts Payable prepaid warrants for payment: Checks No. 092598 - 092668, 092686, & 092692	\$ 941,823.15
Accounts Payable regular warrants for payment: Checks No. 092669 - 092685, 092687 - 092691, & 092693	\$ 739,076.42
Accounts Payable regular warrants for payment: ACH No. ACH-204 - ACH-213	\$ 94,514.51
Sub-total	\$ 1,775,414.08

Payroll /Wire Transfer

09/26/24 Payroll Pay Period 9/8/2024 - 9/21/2024	\$ 68,343.11
10/10/24 Payroll Pay Period 9/22/2024 - 10/5/2024	\$ 67,561.78
Sub-total	\$ 135,904.89

Total Demands	\$ 1,911,318.97
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Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092598	P	10/2/24	Penske Chevrolet of Cerritos	50,141.15	2024 Chevrolet Blazer EV	AMQM Fund	223
092599	P	10/7/24	A-A Backflow Testing	655.00	Pixley PK - Backflow Device Repair	General Fund	100
092600	P	10/7/24	AFSCME District Council 36	893.68	AFSCME Dues - Aug 2024	General Fund	100
		10/7/24	AFSCME District Council 36	595.02	AFSCME Dues - Sept 2024	General Fund	100
092601	P	10/7/24	Alta Environmental	1,363.30	Professional Services Aug 2024	Measure W Fund	280
092602	P	10/7/24	Amazon Capital Services	189.89	Building and Planning - Office Supplies	General Fund	100
		10/7/24	Amazon Capital Services	112.54	Building Dept & Housing Dept - Various Supplies	General Fund	100
		10/7/24	Amazon Capital Services	17.67	Building Dept - Cell Phone Charger	General Fund	100
		10/7/24	Amazon Capital Services	85.38	Centennial Event - Snow Fence	General Fund	100
		10/7/24	Amazon Capital Services	14.22	Public Works Dept - Phone Case	General Fund	100
		10/7/24	Amazon Capital Services	46.62	Building Dept & Housing Dept - Various Supplies	Local Fiscal Recovery Fund	273
092603	P	10/7/24	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,420.54	Software Subscriptions Sept 2024	General Fund	100
		10/7/24	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	IT Services Sept 2024	General Fund	100
092604	P	10/7/24	AT&T	30.47	Emergency Elevator Phone Service 8/10/24-9/9/24	General Fund	100
		10/7/24	AT&T	30.11	Emergency Elevator Phone Service Aug 2024	General Fund	100
092605	P	10/7/24	AT & T Long Distance	51.07	Emergency Long Distance Phone Service- July/Aug 2024	General Fund	100
092606	P	10/7/24	Base Hill Inc.	6,172.97	City of Maywood Janitorial Services - Sept 2024	General Fund	100
092607	P	10/7/24	Belinda Murillo	50.00	Stipend Youth Commissioner 9-11-24	General Fund	100
092608	P	10/7/24	Benefit Coordinators Corporation (BCC)	1,670.16	Dental and Vision Benefits Oct 2024	General Fund	100
		10/7/24	Benefit Coordinators Corporation (BCC)	225.42	Dental and Vision Benefits Oct 2024	Gas Tax Fund	212
		10/7/24	Benefit Coordinators Corporation (BCC)	10.45	Dental and Vision Benefits Oct 2024	Proposition A Fund	221
		10/7/24	Benefit Coordinators Corporation (BCC)	33.16	Dental and Vision Benefits Oct 2024	Proposition C Fund	222
		10/7/24	Benefit Coordinators Corporation (BCC)	19.90	Dental and Vision Benefits Oct 2024	Measure R Fund	224
		10/7/24	Benefit Coordinators Corporation (BCC)	92.82	Dental and Vision Benefits Oct 2024	Measure M Fund	225
		10/7/24	Benefit Coordinators Corporation (BCC)	145.86	Dental and Vision Benefits Oct 2024	CDBG	243
		10/7/24	Benefit Coordinators Corporation (BCC)	6.63	Dental and Vision Benefits Oct 2024	Street Lighting Fund	251
		10/7/24	Benefit Coordinators Corporation (BCC)	132.60	Dental and Vision Benefits Oct 2024	Local Fiscal Recovery Fund	273
		10/7/24	Benefit Coordinators Corporation (BCC)	19.90	Dental and Vision Benefits Oct 2024	Successor Agency Fund	611
092609	P	10/7/24	BPR Consulting Group LLC	14,747.29	Professional Services Aug 2024	General Fund	100
092610	P	10/7/24	Brent Talmo	989.86	Retiree Medical Reimb Oct 2024	General Fund	100
092611	P	10/7/24	Brian E. Juarez	300.00	City Clerk Stipend Oct 2024	General Fund	100
092612	P	10/7/24	Brinks Inc.	120.76	Cash handling Services Aug 2024	General Fund	100
		10/7/24	Brinks Inc.	276.15	Armored Truck Services Sept 2024	General Fund	100
092613	P	10/7/24	Bruce Leflar	1,207.90	Retiree Medical Reimb Oct 2024	General Fund	100
092614	P	10/7/24	Bureau Veritas Technical Assessments LLC	14,063.72	ADA Self Evaluation and Transition Plan Aug 2024	Local Fiscal Recovery Fund	273
		10/7/24	Bureau Veritas Technical Assessments LLC	12,657.35	ADA Self Evaluation and Transition Plan Sept 2024	Local Fiscal Recovery Fund	273
092615	P	10/7/24	Cat Specialties Inc.	114.39	Bulky Item Banner Patches	General Fund	100
092616	P	10/7/24	Celestial Air Conditioning Co. Inc.	301.27	Services CH-AC Unit Drain Line	General Fund	100
092617	P	10/7/24	Charter Communications Holdings, LLC	1,084.72	Internet and Phone Service Sept 2024	General Fund	100
092618	P	10/7/24	Christine M. Locher	291.15	Retiree Medical Reimb. Oct 2024	General Fund	100

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092619	P	10/7/24	CivicPlus LLC	15,611.40	CivicClerk Annual Fee 09/23/2024-09/22/2025	General Fund	100
092620	P	10/7/24	CoreLogic Solutions LLC.	150.00	Property Finder Service Aug 2024	General Fund	100
092621	P	10/7/24	Crosstown Electrical & Data Inc.	885.54	Riverfront Park 8-7-24	General Fund	100
		10/7/24	Crosstown Electrical & Data Inc.	478.18	4801 Slauson Ave 8-16-24	Gas Tax Fund	212
		10/7/24	Crosstown Electrical & Data Inc.	451.26	5216 Loma Vista 8-13-24	Gas Tax Fund	212
		10/7/24	Crosstown Electrical & Data Inc.	312.16	5720 Loma Vista 8-26-24	Gas Tax Fund	212
		10/7/24	Crosstown Electrical & Data Inc.	759.30	Atlantic Ave & 55 St 8-14-24	Gas Tax Fund	212
		10/7/24	Crosstown Electrical & Data Inc.	361.88	Atlantic Ave & 61 St 8-1-24	Gas Tax Fund	212
		10/7/24	Crosstown Electrical & Data Inc.	664.16	Slauson Ave. & Alamo Ave. 8-1-24	Gas Tax Fund	212
		10/7/24	Crosstown Electrical & Data Inc.	295.18	Slauson Ave & Corona Ave 8-9-24	Gas Tax Fund	212
		10/7/24	Crosstown Electrical & Data Inc.	516.57	Slauson Ave & Heliotrope Ave 8-1-24	Gas Tax Fund	212
		10/7/24	Crosstown Electrical & Data Inc.	787.86	Slauson Ave & Pine Ave 8-12-24	Gas Tax Fund	212
		10/7/24	Crosstown Electrical & Data Inc.	2,057.40	City's Street Preventive Maintenance Aug 2024	Street Lighting Fund	251
092622	P	10/7/24	Dapeer, Rosenblit & Litvak, LLP	272.20	Municipal Code Encement Professional Serv Aug 2024	General Fund	100
092623	P	10/7/24	Diana Cho & Associates	2,112.00	CDBG Code Encement Consulting Aug 2024	CDBG	243
		10/7/24	Diana Cho & Associates	2,420.00	CDBG Code Encement Consulting July 2024	CDBG	243
		10/7/24	Diana Cho & Associates	1,100.00	Consulting Services Sidewalk Rehabilitation Proj Aug 2024	CDBG	243
		10/7/24	Diana Cho & Associates	968.00	Consulting Services Sidewalk Rehabilitation Proj July 2024	CDBG	243
092624	P	10/7/24	Edward Ahrens	1,573.82	Retiree Medical Reimb Oct 2024	General Fund	100
092625	P	10/7/24	Eliud James Gonzalez	50.00	Stipend Youth Commissioner 9-11-24	General Fund	100
092626	P	10/7/24	Emergency-1 Response, Inc	800.50	Centennial Celebration - EMT Services	General Fund	100
092627	P	10/7/24	Frank Garcia	49.90	Parking Reimb. Conference Gateway COG	General Fund	100
092628	P	10/7/24	Gateway Cities Council of Governments	10,000.00	Gateway COG I-710 Corridor Planning FY24-25	Measure R Fund	224
092629	P	10/7/24	George Hills Company	519.80	City Claims/ Adjuster Aug 2024	General Fund	100
092630	P	10/7/24	Graffiti Protective Coatings	18,000.00	Citywide Graffiti Removal July 2024	CDBG	243
092631	P	10/7/24	HdL Software LLC	1,715.30	Business License Processing-Aug 2024	General Fund	100
		10/7/24	HdL Software LLC	1,207.87	Permits Software Quarterly Use Fee - 09/01/24 to 11/30/24	General Fund	100
092632	P	10/7/24	Heber Marquez	1,876.08	Reimb. Conference Gateway COG	General Fund	100
092633	P	10/7/24	Myers & Sons Hi-Way Safety Inc.	257.58	Street Signs	Gas Tax Fund	212
092634	P	10/7/24	Hinderliter de Llamas & Assoc.	10,250.00	Services Cannabis Management Prog Aug 2024	General Fund	100
092635	P	10/7/24	Innovative Fence Inc.	3,827.00	Fence Repair/Modify	General Fund	100
092636	P	10/7/24	Jhomayra Camacho	850.00	Centennial Event - Photography	General Fund	100
092637	p	10/7/24	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Srvs 8-15-24 to 9-13-24	General Fund	100
092638	P	10/7/24	Kimley-Horn and Associates Inc.	942.96	HSIP Cycle 11 Traffic Signal Improvements Aug 2024	Measure R Fund	224
		10/7/24	Kimley-Horn and Associates Inc.	5,419.89	HSIP Cycle 11 Traffic Signal Improvements July 2024	Measure R Fund	224
092639	P	10/7/24	L.B. Johnson Hardware #1	33.92	Electrical Outlet	General Fund	100
		10/7/24	L.B. Johnson Hardware #1	59.73	Stucco-Council Chambers Window Frame	General Fund	100
		10/7/24	L.B. Johnson Hardware #1	49.26	Tool - Loppers	General Fund	100
		10/7/24	L.B. Johnson Hardware #1	338.23	Tools - E Transit Truck	General Fund	100
		10/7/24	L.B. Johnson Hardware #1	16.14	Zip Ties	General Fund	100
		10/7/24	L.B. Johnson Hardware #1	71.46	Cement Bags/Sign Sockets	Gas Tax Fund	212
		10/7/24	L.B. Johnson Hardware #1	142.32	PW- Dept.- Asphalt/Marking Paint	Gas Tax Fund	212
092640	P	10/7/24	Magaly Juliet Guzman	50.00	Stipend Youth Commissioner 9-11-24	General Fund	100
092641	P	10/7/24	Mary Mariscal	50.00	Treasurer Stipend Oct 2024	General Fund	100
092642	P	10/7/24	Maywood Car Wash	790.59	Fuel and Car Wash City Vehicles Aug 2024	General Fund	100
092643	P	10/7/24	Nancy Rodriguez	44.00	CalPERS Conference Parking Reimb 8-27-24	General Fund	100

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		10/7/24	Nancy Rodriguez	29.48	Mileage Reimbursement - CalPERS Conference 8-27-24	General Fund	100
092644	P	10/7/24	Nationwide Environmental Services	7,537.00	Street Sweeping Services Sept 2024	Measure W Fund	280
092645	P	10/7/24	Ok Printing Design & Digital Print	360.00	Centennial Celebration - Foam Board Printing	General Fund	100
092646	P	10/7/24	Perez Plumbing	165.00	Riverfront PK - Drain Cleaning	General Fund	100
		10/7/24	Perez Plumbing	7,350.00	Installation of Pedestal Filling Station (CalRecycle)	Grant Fund	261
092647	P	10/7/24	Phoenix Group Information Systems	154.32	Admin Citations Processing Fee Aug 2024	General Fund	100
		10/7/24	Phoenix Group Information Systems	4,198.31	Citation Processing Fee Aug 2024	General Fund	100
		10/7/24	Phoenix Group Information Systems	6,343.89	Citation Processing Fee July 2024	General Fund	100
		10/7/24	Phoenix Group Information Systems	4,309.36	Citation Processing Fee June 2024	General Fund	100
		10/7/24	Phoenix Group Information Systems	1,583.50	Parking Permit Processing Fees Aug 2024	General Fund	100
092648	P	10/7/24	Property Health Inc.	3,900.00	Teen Center- HazMat & Mold Abatement Proj Management	Local Fiscal Recovery Fund	273
092649	P	10/7/24	County of LA Dept of Public Works	1,488.87	City's Maintenance of Sewer 52nd Place Aug 2024	Sewer Enterprise Fund	412
		10/7/24	County of LA Dept of Public Works	2,155.14	City's Maintenance of Sewer Aug 2024	Sewer Enterprise Fund	412
092650	P	10/7/24	QDoxs	44.90	Copier Base Charge 9/5/24-10/4/24	General Fund	100
		10/7/24	QDoxs	126.48	Copier Base Charge Sept 2024	General Fund	100
092651	P	10/7/24	Aresolo, Inc.	3,079.69	Centennial Festival - Food Service	General Fund	100
092652	P	10/7/24	Robert Leach	1,005.00	Retiree Medical Reimb Oct 2024	General Fund	100
092653	P	10/7/24	Ronald Lindsey	1,422.62	Retiree Medical Reimb Oct 2024	General Fund	100
092654	P	10/7/24	Roy Alexande Hernandez	50.00	Stipend Youth Commissioner 9-11-24	General Fund	100
092655	P	10/7/24	Richards Watson & Gershon	12,265.00	Professional Services May 2024	Grant Fund	261
092656	P	10/7/24	Sanchez Awards	297.67	Centennial Event- Recognition Plaques	General Fund	100
092657	P	10/7/24	SHERIFF'S DEPT COUNTY OF LOS ANGELES	490,860.55	Municipal Law Encement Service July 2024	General Fund	100
092658	P	10/7/24	Southern California Edison	73.16	5317 Atlantic Ave PED 8/15/24-9/15/24	Gas Tax Fund	212
		10/7/24	Southern California Edison	184.10	5916 King Ave/5913 Mayflower Ave 8/8/24-9/8/24	Gas Tax Fund	212
092659	P	10/7/24	Sparkletts Drinking Water Corp	328.70	Water Delivery Service Sept 2024	General Fund	100
092660	P	10/7/24	Stantec Planning & Landscape Architecture	7,271.61	Slauson Ave and Atlantic Blvd Congestion Relief Improv Aug 2024	Grant Fund	261
092661	P	10/7/24	Staples Business Advantage	53.25	Label Maker Tape	General Fund	100
092662	P	10/7/24	The Gas Company	29.22	4317 Slauson Ave 8/6/24-9/5/24	General Fund	100
		10/7/24	The Gas Company	21.04	4319 Slauson Ave City Hall 8/6/24-9/5/24	General Fund	100
		10/7/24	The Gas Company	22.51	4323 Slauson Ave Library 8/6/24-9/5/24	General Fund	100
092663	P	10/7/24	Quadient Finance USA Inc.	249.00	Postage Usage 8/30/24-9/12/24	General Fund	100
092664	P	10/7/24	Transtech Engineers Inc	82.00	201047 May TSSP June 2024	Gas Tax Fund	212
		10/7/24	Transtech Engineers Inc	159.50	240044 May TRF 58th from Atlantic to King July 2024	Gas Tax Fund	212
		10/7/24	Transtech Engineers Inc	46,002.50	240360 May FY24-25 Pavement Rehab. BID Package July 2024	LACMTA Funds	227
		10/7/24	Transtech Engineers Inc	1,064.00	240392 Sidewalk Curb Ramp ADA CDBG FY23-24	CDBG	243
		10/7/24	Transtech Engineers Inc	372.00	240422 Park Improv Project FY24-25 CDBG July 2024	CDBG	243
		10/7/24	Transtech Engineers Inc	396.00	240051 Riverfront Park July 2024	Grant Fund	261
		10/7/24	Transtech Engineers Inc	1,368.00	240122 Maywood Park Project July 2024	Grant Fund	261
		10/7/24	Transtech Engineers Inc	6,834.00	240147 Beautification Project July 2024	Grant Fund	261
		10/7/24	Transtech Engineers Inc	693.00	240030 Marquee Sign Replacement Project July 2024	Local Fiscal Recovery Fund	273

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		10/7/24	Transtech Engineers Inc	744.00	240108 Public Works Yard July 2024	Local Fiscal Recovery Fund	273
		10/7/24	Transtech Engineers Inc	2,365.00	240479 Marquee Sign Replacement Proj July 2024	Local Fiscal Recovery Fund	273
		10/7/24	Transtech Engineers Inc	1,584.00	210795 Sewer Improv 52nd St and other locations July 2024	Sewer Enterprise Fund	412
		10/7/24	Transtech Engineers Inc	3,026.00	240216 May 5110 District Blvd. Demo Proj July 2024	Successor Agency Fund	611
092665	P	10/7/24	U.S. Bank Corporate Payment System	10,957.54	Credit Card Statement 8/15/24	General Fund	100
092666	P	10/7/24	Vernon City of	33.22	Slauson/Downey 7/2/24-7/31/24	General Fund	100
092667	P	10/7/24	World Private Security Inc.	11,799.20	Crossing Guard Services - Aug 2024	Gas Tax Fund	212
092668	P	10/9/24	Perez Plumbing	895.00	Unclog Restrooms at Riverfront	General Fund	100
		10/9/24	Perez Plumbing	1,630.00	Valve Replacement at City Hall Restroom and Parks	General Fund	100
092669		10/11/24	Amazon Capital Services	164.23	Printer Ink/Clear Paper Holders	General Fund	100
092670		10/11/24	Amigos De Los Rios	37,614.61	Urban est CALFIRE Grant 4/1/24-9/15/24	Grant Fund	261
092671		10/11/24	Big City Print, Inc.	610.00	Graphics Digital Prints	Gas Tax Fund	212
092672		10/11/24	Burke, Williams & Sorensen, LLP	18,632.10	Legal and Professional Services Aug 2024	General Fund	100
092673		10/11/24	Cat Specialties Inc.	261.02	PW Dept - Safety Vest	General Fund	100
092674		10/11/24	Celestial Air Conditioning Co. Inc.	784.78	AC Unit - Repair Circuit Breaker 9-9-24	General Fund	100
092675		10/11/24	Daily Journal Corporation	2,025.76	Notice of A Public Hearing 9-30-24	General Fund	100
092676		10/11/24	Dave and Frank Automotive	65.00	Vehicle Repair VIN#10401	General Fund	100
092677		10/11/24	Dewey Pest Control	595.00	Pest Control Service Riverfront Park Aug 2024	General Fund	100
092678		10/11/24	Great West Produce	352.00	Trunk-or-Treat Event - Pumpkin Order	General Fund	100
092679		10/11/24	HD Supply formerly Home Depot Pro	117.54	PW Dept - Bath Tissue	General Fund	100
		10/11/24	HD Supply formerly Home Depot Pro	100.90	PW Dept - Field Materials	General Fund	100
		10/11/24	HD Supply formerly Home Depot Pro	57.82	PW Dept - Hand Soap	General Fund	100
		10/11/24	HD Supply formerly Home Depot Pro	81.04	PW Dept - Paint	General Fund	100
092680		10/11/24	Myers & Sons Hi-Way Safety Inc.	964.15	PW Dept - Street Signs	Gas Tax Fund	212
092681		10/11/24	L.B. Johnson Hardware #1	13.76	PW Dept - Adhesive/Gloves	General Fund	100
		10/11/24	L.B. Johnson Hardware #1	82.07	PW Dept - Cleaning Products	General Fund	100
		10/11/24	L.B. Johnson Hardware #1	28.77	PW Dept - Facility Supplies	General Fund	100
		10/11/24	L.B. Johnson Hardware #1	52.54	PW Dept - Leaf Rake	General Fund	100
092682		10/11/24	Metro Transit Services	39,427.56	Express Shuttle & Dial-A-Ride Transit Svc Sept 2024	Proposition A Fund	221
092683		10/11/24	North Star Landcare	9,831.25	Landscape Services Sept 2024	General Fund	100
092684		10/11/24	Aresolo, Inc.	727.65	Community Events - Food Service 10-3-24	General Fund	100
092685		10/11/24	SHERIFF'S DEPT COUNTY OF LOS ANGELES	490,860.55	Municipal Law Encement Service Aug 2024	General Fund	100
092686	P	10/11/24	Silsbee Ford, Inc	20,988.00	2023 Ford E-Transit	General Fund	100
	P	10/11/24	Silsbee Ford, Inc	51,875.00	2023 Ford E-Transit	AMQD Fund	223
092687		10/11/24	Tierra West Advisors, Inc	3,660.00	Consultant Services 5102 & 5110 District Blvd Aug 2024	Successor Agency Fund	611
092691		10/11/24	Transtech Engineers Inc	328.00	20846 City Engineering Services Aug 2024	General Fund	100
		10/11/24	Transtech Engineers Inc	328.00	20846 City Engineering Services July 2024	General Fund	100
		10/11/24	Transtech Engineers Inc	2,736.50	20919 PW Encroachment Permit Insp Serv Aug 2024	General Fund	100
		10/11/24	Transtech Engineers Inc	6,462.50	20919 PW Encroachment Permit Insp Svc July 2024	General Fund	100
		10/11/24	Transtech Engineers Inc	3,192.00	210150 Encroachment Permit Aug 2024	General Fund	100
		10/11/24	Transtech Engineers Inc	5,824.00	210150 Encroachment Permit July 2024	General Fund	100

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		10/11/24	Transtech Engineers Inc	792.00	230515 Next Gen Signal Priority Aug 2024	General Fund	100
		10/11/24	Transtech Engineers Inc	495.00	230515 Next Gen Signal Priority July 2024	General Fund	100
		10/11/24	Transtech Engineers Inc	198.00	230716 I 710 ICM Aug 2024	General Fund	100
		10/11/24	Transtech Engineers Inc	495.00	240618 Annual DBE Submittal FY25-26 July 2024	General Fund	100
		10/11/24	Transtech Engineers Inc	82.00	201034 Slauson TSSP Project July 2024	Gas Tax Fund	212
		10/11/24	Transtech Engineers Inc	82.00	201047 TSSP July 2024	Gas Tax Fund	212
		10/11/24	Transtech Engineers Inc	1,114.00	240461 61st St at Prospect Ave Stop Request July 2024	Gas Tax Fund	212
		10/11/24	Transtech Engineers Inc	456.00	240512 Heliotrope Ele on 59th PI Traffic Calming July 2024	Gas Tax Fund	212
		10/11/24	Transtech Engineers Inc	99.00	240603 Traffic Sig Maint Agreement Aug 2024	Gas Tax Fund	212
		10/11/24	Transtech Engineers Inc	40,017.00	240360 FY24-25 Pavement Rehab Bid Package Aug 2024	LACMTA Funds	227
		10/11/24	Transtech Engineers Inc	412.50	240392 Sidewalk Curb Ramp ADA CDBG FY23-24 July 2024	CDBG	243
		10/11/24	Transtech Engineers Inc	5,766.00	240422 Park Improv Project FY24-25 CDBG Aug 2024	CDBG	243
		10/11/24	Transtech Engineers Inc	492.00	201007 I 710 Integrated Corridor Management Aug 2024	Grant Fund	261
		10/11/24	Transtech Engineers Inc	2,803.50	20901 CIP Slauson Ave Corridor Aug 2024	Grant Fund	261
		10/11/24	Transtech Engineers Inc	1,584.00	20901 CIP Slauson Ave. Corridor July 2024	Grant Fund	261
		10/11/24	Transtech Engineers Inc	4,968.00	210065 Baseball Field Improvements Aug 2024	Grant Fund	261
		10/11/24	Transtech Engineers Inc	2,943.00	210065 Baseball Field Improvements July 2024	Grant Fund	261
		10/11/24	Transtech Engineers Inc	297.00	220534 ATP Cycle 6 Randolph Aug 2024	Grant Fund	261
		10/11/24	Transtech Engineers Inc	76.00	220534 ATP Cycle 6 Randolph July 2024	Grant Fund	261
		10/11/24	Transtech Engineers Inc	4,408.50	230434 HSIP Cycle 11 Improvements PE Phase Aug 2024	Grant Fund	261
		10/11/24	Transtech Engineers Inc	1,350.00	230434 HSIP Cycle 11 Improvements PE Phase July 2024	Grant Fund	261
		10/11/24	Transtech Engineers Inc	1,188.00	240011 Teen Center 4801 E Slauson Ave Aug 2024	Grant Fund	261
		10/11/24	Transtech Engineers Inc	297.00	240051 Riverfront Park Renovations Aug 2024	Grant Fund	261
		10/11/24	Transtech Engineers Inc	2,271.00	240147 Beautification Project Aug 2024	Grant Fund	261
		10/11/24	Transtech Engineers Inc	1,116.00	231284 City Hall Window Replacement Project July 2024	Local Fiscal Recovery Fund	273
		10/11/24	Transtech Engineers Inc	372.00	231307 City Hall Painting Project Aug 2024	Local Fiscal Recovery Fund	273
		10/11/24	Transtech Engineers Inc	647.00	231449 ADA Master Plan Update Aug 2024	Local Fiscal Recovery Fund	273
		10/11/24	Transtech Engineers Inc	1,103.00	231449 ADA Master Plan Update July 2024	Local Fiscal Recovery Fund	273
		10/11/24	Transtech Engineers Inc	495.00	240011 Teen Center 4801 E Slauson Ave July 2024	Local Fiscal Recovery Fund	273
		10/11/24	Transtech Engineers Inc	396.00	240030 Marquee Sign Replacement Project Aug 2024	Local Fiscal Recovery Fund	273
		10/11/24	Transtech Engineers Inc	9,672.00	240108 Public Works Yard Aug 2024	Local Fiscal Recovery Fund	273
		10/11/24	Transtech Engineers Inc	1,459.00	240479 Marquee Sign Replacement Proj Aug 2024	Local Fiscal Recovery Fund	273
		10/11/24	Transtech Engineers Inc	304.00	240835 CH Window Replacement Project Aug 2024	Local Fiscal Recovery Fund	273
		10/11/24	Transtech Engineers Inc	495.00	210795 Sewer Improv 52nd St and other locations Aug 2024	Sewer Enterprise Fund	412
		10/11/24	Transtech Engineers Inc	465.00	240123 LACSD Sewer Lining July 2024	Sewer Enterprise Fund	412

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		10/11/24	Transtech Engineers Inc	3,002.00	231444 Demo Project 5110 District Blvd July 2024	Successor Agency Fund	611
		10/11/24	Transtech Engineers Inc	1,896.00	231444 Demo Project 5110 District Blvd Aug 2024	Successor Agency Fund	611
		10/11/24	Transtech Engineers Inc	2,144.00	240216 5110 District Blvd Demo Proj Aug 2024	Successor Agency Fund	611
092692	P	10/11/24	Unlimited Environmental, Inc.	13,895.29	5110 District Blvd. Demo Proj Aug 2024	Successor Agency Fund	611
092693		10/11/24	World Private Security Inc.	16,842.82	Crossing Guard Services Sept 2024	Gas Tax Fund	212
ACH-204		8/29/24	California Public Employees' Retirement System	8,641.78	CalPERS Contribution 7/28/2024-8/10/2024	General Fund	100
		8/29/24	California Public Employees' Retirement System	889.60	CalPERS Contribution 7/28/2024-8/10/2024	Gas Tax Fund	212
		8/29/24	California Public Employees' Retirement System	87.34	CalPERS Contribution 7/28/2024-8/10/2024	Proposition A Fund	221
		8/29/24	California Public Employees' Retirement System	313.94	CalPERS Contribution 7/28/2024-8/10/2024	Proposition C Fund	222
		8/29/24	California Public Employees' Retirement System	116.79	CalPERS Contribution 7/28/2024-8/10/2024	Measure R Fund	224
		8/29/24	California Public Employees' Retirement System	345.81	CalPERS Contribution 7/28/2024-8/10/2024	Measure M Fund	225
		8/29/24	California Public Employees' Retirement System	554.13	CalPERS Contribution 7/28/2024-8/10/2024	CDBG	243
		8/29/24	California Public Employees' Retirement System	423.55	CalPERS Contribution 7/28/2024-8/10/2024	Local Fiscal Recovery Fund	273
		8/29/24	California Public Employees' Retirement System	305.71	CalPERS Contribution 7/28/2024-8/10/2024	Successor Agency Fund	611
ACH-205		9/6/24	California Public Employees' Retirement System	28,276.92	CalPERS Health Contribution Sept 2024	General Fund	100
		9/6/24	California Public Employees' Retirement System	5,371.90	CalPERS Health Contribution Sept 2024	Gas Tax Fund	212
		9/6/24	California Public Employees' Retirement System	259.62	CalPERS Health Contribution Sept 2024	Proposition A Fund	221
		9/6/24	California Public Employees' Retirement System	772.73	CalPERS Health Contribution Sept 2024	Proposition C Fund	222
		9/6/24	California Public Employees' Retirement System	435.28	CalPERS Health Contribution Sept 2024	Measure R Fund	224
		9/6/24	California Public Employees' Retirement System	2,323.52	CalPERS Health Contribution Sept 2024	Measure M Fund	225
		9/6/24	California Public Employees' Retirement System	2,552.96	CalPERS Health Contribution Sept 2024	CDBG	243
		9/6/24	California Public Employees' Retirement System	107.44	CalPERS Health Contribution Sept 2024	Street Lighting Fund	251
		9/6/24	California Public Employees' Retirement System	2,250.07	CalPERS Health Contribution Sept 2024	Local Fiscal Recovery Fund	273
		9/6/24	California Public Employees' Retirement System	513.14	CalPERS Health Contribution Sept 2024	Successor Agency Fund	611

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
ACH-206		9/13/24	Keena & Associates	3,348.00	7/1/24-7/1/25 Premium Commercial Automobile Liability Policy	General Fund	100
ACH-207		9/16/24	US Bank Fees	120.00	Analysis Service Charges Sept 2024	General Fund	100
ACH-208		9/18/24	American Family Life Assurance Company of Columbus (AFLAC)	238.32	Aflac payment Aug 2024	General Fund	100
ACH-209		9/9/24	California Public Employees' Retirement System	8,732.19	CalPERS Contribution 8/11/2024-8/24/2024	General Fund	100
		9/9/24	California Public Employees' Retirement System	892.91	CalPERS Contribution 8/11/2024-8/24/2024	Gas Tax Fund	212
		9/9/24	California Public Employees' Retirement System	89.30	CalPERS Contribution 8/11/2024-8/24/2024	Proposition A Fund	221
		9/9/24	California Public Employees' Retirement System	306.66	CalPERS Contribution 8/11/2024-8/24/2024	Proposition C Fund	222
		9/9/24	California Public Employees' Retirement System	124.32	CalPERS Contribution 8/11/2024-8/24/2024	Measure R Fund	224
		9/9/24	California Public Employees' Retirement System	343.14	CalPERS Contribution 8/11/2024-8/24/2024	Measure M Fund	225
		9/9/24	California Public Employees' Retirement System	658.29	CalPERS Contribution 8/11/2024-8/24/2024	CDBG	243
		9/9/24	California Public Employees' Retirement System	22.92	CalPERS Contribution 8/11/2024-8/24/2024	Street Lighting Fund	251
		9/9/24	California Public Employees' Retirement System	423.55	CalPERS Contribution 8/11/2024-8/24/2024	Local Fiscal Recovery Fund	273
		9/9/24	California Public Employees' Retirement System	305.71	CalPERS Contribution 8/11/2024-8/24/2024	Successor Agency Fund	611
ACH-210		9/17/24	California Public Employees' Retirement System	8,806.35	CalPERS Contribution 8/25/2024-9/7/2024	General Fund	100
		9/17/24	California Public Employees' Retirement System	813.13	CalPERS Contribution 8/25/2024-9/7/2024	Gas Tax Fund	212
		9/17/24	California Public Employees' Retirement System	89.30	CalPERS Contribution 8/25/2024-9/7/2024	Proposition A Fund	221
		9/17/24	California Public Employees' Retirement System	283.83	CalPERS Contribution 8/25/2024-9/7/2024	Proposition C Fund	222
		9/17/24	California Public Employees' Retirement System	128.47	CalPERS Contribution 8/25/2024-9/7/2024	Measure R Fund	224
		9/17/24	California Public Employees' Retirement System	271.86	CalPERS Contribution 8/25/2024-9/7/2024	Measure M Fund	225
		9/17/24	California Public Employees' Retirement System	726.04	CalPERS Contribution 8/25/2024-9/7/2024	CDBG	243
		9/17/24	California Public Employees' Retirement System	22.92	CalPERS Contribution 8/25/2024-9/7/2024	Street Lighting Fund	251
		9/17/24	California Public Employees' Retirement System	423.55	CalPERS Contribution 8/25/2024-9/7/2024	Local Fiscal Recovery Fund	273
		9/17/24	California Public Employees' Retirement System	292.98	CalPERS Contribution 8/25/2024-9/7/2024	Successor Agency Fund	611
ACH-211		9/27/24	Automatic Data Processing	559.90	ADP Payroll Fees Sept 2024	General Fund	100
ACH-212		9/30/24	Colonial Life	90.12	Colonial Life Sept 2024	General Fund	100

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
ACH-213		9/30/24	California Public Employees' Retirement System	8,684.85	CalPERS Contribution 9/8/2024-9/21/2024	General Fund	100
		9/30/24	California Public Employees' Retirement System	893.56	CalPERS Contribution 9/8/2024-9/21/2024	Gas Tax Fund	212
		9/30/24	California Public Employees' Retirement System	89.30	CalPERS Contribution 9/8/2024-9/21/2024	Proposition A Fund	221
		9/30/24	California Public Employees' Retirement System	305.91	CalPERS Contribution 9/8/2024-9/21/2024	Proposition C Fund	222
		9/30/24	California Public Employees' Retirement System	130.57	CalPERS Contribution 9/8/2024-9/21/2024	Measure R Fund	224
		9/30/24	California Public Employees' Retirement System	288.83	CalPERS Contribution 9/8/2024-9/21/2024	Measure M Fund	225
		9/30/24	California Public Employees' Retirement System	696.43	CalPERS Contribution 9/8/2024-9/21/2024	CDBG	243
		9/30/24	California Public Employees' Retirement System	22.92	CalPERS Contribution 9/8/2024-9/21/2024	Street Lighting Fund	251
		9/30/24	California Public Employees' Retirement System	423.56	CalPERS Contribution 9/8/2024-9/21/2024	Local Fiscal Recovery Fund	273
		9/30/24	California Public Employees' Retirement System	322.59	CalPERS Contribution 9/8/2024-9/21/2024	Successor Agency Fund	611
			Total ACH and Warrant Registers	1,775,414.08			
		9/26/24	Payroll Transfer	68,343.11	Payroll Pay Period 9/8/2024 - 9/21/2024	Various Funds	
		10/10/24	Payroll Transfer	67,561.78	Payroll Pay Period 9/22/2024 - 10/5/2024	Various Funds	
			Total ACH, Warrant Registers and Payroll Transfer	1,911,318.97			

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: October 23, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: CONSIDERATION OF APPROVAL OF A POSSESSION AND USE AGREEMENT WITH EL POLLO LOCO, INC., A DELAWARE CORPORATION, AUTHORIZING CITY TO POSSESS AND USE CERTAIN REAL PROPERTY INTERESTS FOR PUBLIC PURPOSES IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (ASSESSOR PARCEL NUMBERS 6313-010-001, 6313-010-002, 6313-010-003 & 6313-010-030)

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve the attached Possession and Use Agreement Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements (Pollo Loco, APNs 6313-010-001, 6313-010-002, 6313-010-003 & 6313-010-030).
2. Authorize the City Manager to execute the Possession and Use Agreement in substantially the form attached. A copy of the final executed Possession and Use Agreement shall be placed on file in the Office of the City Clerk. The City Manager (or the City Manager's designee), is hereby authorized, on behalf of the City, to take all actions necessary and convenient to carry out and implement the Agreement, and to administer the City's obligations, responsibilities and duties to be performed under the Agreement, including but not limited to, execution of any escrow instructions and escrow-related documents, directions to the Finance Department to deposit with escrow the Compensation Amount set forth in the Possession and Use Agreement and escrow-related costs, and other similar agreements and documents as contemplated by or described in said Agreement or as necessary and convenient to effectuate the transaction contemplated therein.

BACKGROUND:

The City needs to acquire certain real property interests from four larger parcels to construct the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements ("Project"). The City seeks to construct the Project to alleviate congestion, increase capacity, and improve traffic flow operation within the Slauson Avenue Corridor in the City of Maywood. The level of service at the intersection of Slauson Avenue and Atlantic Boulevard ("Slauson/Atlantic intersection") is deficient due to heavy demand of eastbound left-turning vehicles traveling to the I-710 onramp on Atlantic. This results in negative impacts to Slauson Avenue. The City seeks to improve circulation at Slauson/Atlantic intersection by adding a second left turn lane on eastbound Slauson Avenue, a second left turn lane on northbound Atlantic Boulevard, and other improvements that upgrade traffic signals along Slauson Avenue to enhance pedestrian and traffic safety. Further, the County of Los Angeles

Department of Public Works will also upgrade all signalized intersections along Slauson Avenue to synchronize the traffic signals and include protected left turn phases to improve operations.

As part the Project, the City will also close the mid-block median opening along Slauson Avenue to provide a longer eastbound dual left turn storage pocket and eliminate the conflicting left turn movements to and from the Food4Less commercial center. The City plans to reduce the width of the existing median islands along the east and west legs of Slauson Avenue and north leg of Atlantic Boulevard and remove the existing median along the south leg of Atlantic Boulevard of the intersection to accommodate the dual left turn lanes. The existing landscaping/trees, utilities and City entry monument signs within these median islands would be removed or relocated. In addition, the City plans to construct new curb returns at all four quadrants of the Slauson/Atlantic Boulevard intersection. Further, the City plans to restripe lanes and the crosswalks to accommodate the new intersection geometries and lane configurations at the Slauson/Atlantic intersection.

DISCUSSION:

Possession and Use Agreement

The City Council has before it a Possession and Use Agreement Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements (Pollo Loco Parcel, APNs 6313-010-001, 6313-010-002, 6313-010-003 & 6313-010-030) ("Possession and Use Agreement") Between El Pollo Loco Inc., a Delaware corporation ("Owner") and the City. Pursuant to the Possession and Use Agreement, Owner is authorizing the City to possess and use an approximate 100 square foot permanent easement ("Subject Easement") and an approximate 636 square foot temporary construction easement with a term of 12 months ("TCE") on the property located at 4501 Slauson Avenue in the City of Maywood, and identified as Los Angeles County Tax Assessor's Parcel Numbers 6313-010-001, 6313-010-002, 6313-010-003 & 6313-010-030 in connection with the Project.

The Possession and Use Agreement recognizes that the City obtained an independent appraisal of the Subject Easement and TCE and any improvements impacted by the Project that estimated the total just compensation was \$33,200 based on a date of value of December 20, 2023. The City extended a written offer to purchase the Subject Easement and TCE for \$33,200. As of the date of the Possession and Use Agreement, the Owner has not accepted the City's offer. Owner, however, wishes to authorize the City to possess and use the Subject Easement and TCE to commence construction of the Project.

The Possession and Use Agreement provides to the City, its contractors, agents, representatives, employees and all others reasonably deemed necessary by City, an irrevocable right to possession, use and occupancy of the Subject Easement and TCE, including but not limited to, the right to conduct any hazardous materials testing required by City; the right to remove and dispose of any and all improvements within the areas of the Subject Easement and TCE; and the right to construct the Project in the areas of the Easement and to use the TCE to facilitate the construction of the Project. In consideration for such grant of possession and use, the City will deposit in an escrow with Commonwealth Land Title the \$33,200 (Compensation Amount) offered as the Purchase Price by the City based on an independent appraisal. The deposit is deemed equivalent to the deposit of probable condemnation in an eminent domain proceeding pursuant to Code of Civil Procedure Section 1255.010. Owner is authorized to withdraw the Compensation Amount and such withdrawal constitutes a waiver of all claims and defenses in any eminent domain proceeding for the acquisition of the Subject Property Interests, except for a claim for greater compensation, consistent with Code of Civil Procedure Section 1255.260.

Under the Possession and Use Agreement, the 12-month term would commence 30 calendar days from the date the City or its authorized representative provides Owner with written notice of the City's intent to commence its use of the TCE. It would terminate 12 months from the commencement date. The City is required to leave the TCE area in as close as possible to the condition in which the TCE existed at the commencement date. The Possession and Use Agreement provides that the City will fence off the portion of the TCE located adjacent to the restaurant's drive-through during construction of the Project at the Property. The Possession and Use Agreement further provides that the City coordinate the partial reconstruction of the driveway along Slauson Avenue with Owner to ensure that access to the Property is maintained. Owner acknowledges and agrees that during such partial closure of the driveway along Slauson Avenue, egress from the Property will take place off of the driveway along Atlantic Boulevard to allow the concrete in the

reconstructed driveway area to cure. The City's contractor for the Project will complete the construction of the driveway along Slauson Avenue during a three-day construction period between the hours of 8:00 p.m. and 6:00 a.m. The City will ensure that at least half of the driveway along Slauson Avenue will remain open at all times during the three-day construction period. The City agrees to coordinate the reconstruction of the driveway with Owner. The City agrees not to store construction equipment within the TCE area overnight. The City further agrees that any work conducted in the TCE area will be performed in a good and workmanlike manner. Owner acknowledges that the Compensation Amount includes the compensation included in the City's offer, which may include compensation for the site improvements impacted by City's use of the TCE area for the Project as determined by City's independent appraiser or if it does not include such compensation for certain impacted site improvements, the City will replace any such impacted site improvements that are damaged in connection with the Project but not included in the compensation with material of like kind and quality. The monument sign at the corner of Slauson Avenue and Atlantic Boulevard is located within the TCE area. The monument sign will be protected in place and will remain visible and operational in its present condition for the duration of the Project construction and thereafter.

The Possession and Use Agreement provides that the parties will continue to negotiate in good faith for the City's purchase of the Subject Easement and TCE. If the parties are not successful in negotiating the purchase of said property interests, the City may adopt a resolution of necessity authorizing the condemnation of the Subject Easement and TCE. The Possession and Use Agreement provides that in any such eminent domain proceeding, the Owner will not challenge the right to take and the only issue will be the amount of just compensation.

Environmental Analysis

The environmental effects of the Project and the acquisition of the real property interests needed for the Project were studied and analyzed as an integral part of the Mitigated Negative Declaration ("MND") prepared for the Project pursuant to the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq., and the CEQA Guidelines, 14 Cal. Code Regs. Section 15000 et seq. ("CEQA Guidelines"). The City, as lead agency for the Project, prepared an initial study in accordance with the requirements of CEQA. Based on the findings of the IS, a MND, and a Mitigation Monitoring and Reporting Program ("MMRP"). The MND and MMRP concluded that the Project, with proposed mitigation measures, would not have a significant effect on the environment.

The IS, MND, and MMRP (collectively "Environmental Documents") were released for a 30-day public comment period from February 21, 2024 until March 21, 2024 in accordance with the requirements of CEQA. The Environmental Documents were also posted with the State Clearinghouse, Los Angeles County Clerk's Office, and on the City's website. The City received one comment letter on the Environmental Documents regarding the proposed Project from the California Department of Transportation (Caltrans). The City prepared and provided a response to the comment letter. No additional CEQA correspondence was received during the public review period. The response to the comment is incorporated into the Final MND.

At its meeting on March 27, 2024, the City adopted Resolution No. 6342, A Resolution of the City Council of the City of Maywood California, Adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program Pursuant to the Environmental Quality Act for the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvement Project. In adopting Resolution No. 6342, the City Council found that all of the facts set forth in the Recitals to Resolution No. 6342 are true and correct, and incorporated said Recitals into the Resolution.

In adopting Resolution No. 6342, the City Council also found, in its independent judgment after considering all the evidence in the record of proceedings for the Project, including without limitation the MND and testimony, if any, presented at the public meeting, that: (i) the MND was prepared in compliance with CEQA; (ii) the Project will not result in a significant effect on the environment because the mitigation measures described in the MMRP are incorporated as part of the Project; and (iii) there is no substantial evidence supporting a fair argument that the Project would result in any significant environmental impacts that cannot be mitigated to a less than significant level through implementation of those mitigation measures identified in the MND and included in the MMRP. Accordingly, the City Council found that the Project will not cause a significant unmitigated environmental effect. Further, in adopting Resolution No. 6342, the City Council also found that

the MMRP was prepared pursuant to the requirements of CEQA and that such program is designed to ensure compliance with the mitigation measures during Project implementation.

On August 19, 2024, City Staff reviewed Resolution No. 6342 and the Environmental Documents in connection with the City's review of the proposed acquisition of the real property interests needed for the Project, including the Subject Property Interests, and determined that the Project and acquisition of the Subject Property Interests are consistent with the MND and MMRP. Pursuant to the criteria of Section 15162 of the CEQA Guidelines and Section 21166 of the Public Resources Code, City Staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under which the Project is undertaken and the City has not obtained any new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the Subject Property Interests for the Project, including the Subject Easement and TCE.

LEGAL REVIEW:

The City Attorney provided this report.

FISCAL IMPACT:

The Compensation Amount for the Subject Easement and TCE is \$33,200 and escrow fees to not exceed \$20,000. Funding for this project is included in the City's approved Capital Improvement Program budgeted of \$7,082,500 (Grants Fund, 261) which is fully funded through grants.

ATTACHMENT(S)

1. El Pollo Loco Possession and Use Agreement signed by Owner

POSSESSION AND USE AGREEMENT
SLAUSON AVENUE AND ATLANTIC BOULEVARD
CONGESTION RELIEF IMPROVEMENTS
(EL POLLO LOCO, APNS 6313-010-001, 6313-010-002, 6313-010-003, & 6313-010-030)

This POSSESSION AND USE AGREEMENT SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS (EL POLLO LOCO PARCEL, APNS 6313-010-001, 6313-010-002, 6313-010-003, & 6313-010-030) (“Agreement”) is made and entered into by and between City of Maywood, a California municipal corporation (“CITY”), and El Pollo Loco Inc., a Delaware corporation (“OWNER”), with reference and respect to the “Recitals” set forth in paragraphs A through E below. CITY and OWNER are sometimes individually referred to herein as “Party” and collectively as “Parties”. The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement is effective when it is fully executed by the Parties (“Effective Date”). CITY shall confirm the Effective Date to OWNER as the later of the date indicated on the signature page below that (i) this Agreement has been approved as to form, executed and dated by CITY and (ii) OWNER has executed and dated this Agreement. OWNER hereby agrees that if OWNER has not dated this Agreement at the time OWNER delivers the same to CITY, then CITY may date the same as of the date of delivery, and/or receipt.

RECITALS

A. OWNER is the record owner of that certain real property located at 4501 Slauson Avenue in the City of Maywood, and identified as Los Angeles County Tax Assessor’s Parcel Numbers 6313-010-001, 6313-010-002, 6313-010-003, and 6313-010-030 (“Property”).

B. On May 6, 2024, CITY made a written offer to OWNER pursuant to Government Code Section 7267.2 (“Offer”) to purchase certain property interests described in Recital C from the Property in connection with the proposed Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements (“Project”). The Project will relieve congestion along the Slauson Avenue Corridor, increase capacity, and improve traffic flow operation. Planned improvements include widening the intersection and adding eastbound and northbound left-turn lanes.

C. The real property interests CITY seeks to acquire from the Property are described below and are referred to below collectively as “Subject Property Interests”:

(i) *Permanent Easement.* An approximate 100 square foot permanent easement described more particularly on EXHIBIT “A” and EXHIBIT “B” hereto (“Easement”) hereto, including any improvements thereon, for public use in connection with the construction of the Project, including right of way, public sidewalk, and related improvements. The Permanent Easement excludes the monument sign at the corner of Slauson Avenue and Atlantic Boulevard.

(ii) *Temporary Construction Easement.* An approximate 636 square foot temporary construction easement with a term of 12 months described more particularly on EXHIBIT “A-1” and EXHIBIT “B-1” (“TCE”) hereto to facilitate CITY’s construction of the Project. The monument sign at the corner of Slauson Avenue and Atlantic Boulevard is located within the Temporary Construction Easement area. The monument sign will be protected in place

and remain visible and operational in its present condition for the duration of the Project construction and thereafter.

D. CITY offered to purchase the Subject Property Interests for the sum of \$33,200.00, which is the fair market value opinion of CITY's appraiser based on a date of value of December 20, 2023 ("appraisal").

E. As of the date of this Agreement, the OWNER has not accepted CITY's Offer to purchase the Subject Property Interests.

F. CITY has informed OWNER that any delay in the start of construction of the Project is contrary to public interest.

G. Accordingly, the Parties have agreed to enter into this Agreement to allow CITY to proceed with construction of the Project and to authorize CITY's possession and use of the Subject Property Interests.

OPERATIVE PROVISIONS

Now, therefore, in consideration of CITY's payment to OWNER as set forth in this Agreement and in consideration of the foregoing recitals and mutual promises, covenants and other conditions set forth herein, CITY and OWNER agree as follows;

1. RIGHT TO POSSESSION OF SUBJECT PROPERTY INTERESTS.

1.1 OWNER grants to CITY and its contractors, agents, representatives, employees and all others reasonably deemed necessary by CITY, the irrevocable right to possession, use and occupancy of the Subject Property Interests, including but not limited to, the right to conduct any hazardous materials testing required by CITY; the right to remove and dispose of any and all improvements within the areas of the Subject Property Interests, subject to the limitations described in Recital C (i) and (ii), above; and the right to construct the Project in the areas of the Easement and to use the TCE to facilitate the construction of the Project, subject to the limitations described in Recital C (i) and (ii), above.

1.2 CITY shall have the right to possess, occupy and use the Subject Property Interests fourteen (14) calendar days after it mails written notice to the OWNER of CITY's intent to possess and use said property interests for the construction of the Project ("Commencement Date"). The 14th calendar day after CITY mails the written notice to the OWNER of the CITY's intent to possess and use the Subject Property Interests is referred to below as the "Effective Date of Possession."

1.3 CITY agrees to keep OWNER notified of the status of the construction impacting the Subject Property Interests. In the event that OWNER has concerns during the construction of the Project on the Property, OWNER may contact CITY's Project Manager, Mohammad Mostahkami, at (949) 402-5903 or by electronic mail at mohammad.mostahkami@transtech.org. If any concerns of OWNER are not addressed expeditiously by CITY's Project Manager, CITY will meet with OWNER as soon as reasonably

possible to address OWNER's concerns. In the event that OWNER needs to contact the CITY, OWNER may contact CITY's counsel for the Project.

2. JUST COMPENSATION AND APPRAISAL. OWNER acknowledges that CITY extended to OWNER a written offer to purchase the Subject Property Interests for the sum of \$33,200.00 ("Compensation Amount"), which is the total compensation set forth in CITY's independent appraisal. The Parties agree that CITY's deposit of the Compensation Amount into an escrow account pursuant to this Agreement shall be equivalent to a deposit and payment under California Code of Civil Procedure Section 1255.010 and that the basis for such deposit and payment, including but not limited to any appraisal, shall be governed by Code of Civil Procedure Section 1255.060. Accordingly, the Parties agree that the Compensation Amount may not be admissible as evidence in any trial on the issue of compensation and further agree that any appraiser who prepared CITY's independent appraisal report or any statement concerning the deposit of the Compensation Amount into escrow may not be called to testify at any such trial on the issue of compensation unless the CITY designates said appraiser as its expert witness.

3. DEPOSIT AND WITHDRAWAL OF JUST COMPENSATION IN ESCROW.

3.1 CITY agrees to open an escrow with Commonwealth Land Title (4400 MacArthur Blvd., Suite 800, Newport Beach, California 92660)("Subject Escrow") in connection with CITY's proposed purchase of the Subject Property Interests within five (5) business days of the Effective Date of this Agreement. CITY will provide to OWNER the escrow number as soon as it is available. CITY shall deposit the Compensation Amount into the Subject Escrow within fifteen (15) business days of the Effective Date of this Agreement.

3.2 In consideration for OWNER's irrevocable grant to CITY of possession and use of the Subject Property Interests, CITY will consent to the OWNER's withdrawal and release of the Compensation Amount from the Subject Escrow as set forth in this Agreement. OWNER agrees to provide written notice to CITY when it requests the withdrawal of the Compensation Amount from the Subject Escrow. OWNER's withdrawal from the Subject Escrow of any portion of the Compensation Amount shall constitute the OWNER's waiver, by operation of law, of all claims and defenses in any eminent domain proceeding for the acquisition of the Subject Property Interests, except for a claim for greater compensation, consistent with Code of Civil Procedure Section 1255.260. The payment and withdrawal from the Subject Escrow of any portion of the Compensation Amount shall be credited to CITY in relation to the final compensation amount that CITY pays pursuant to any negotiated agreement or settlement between the Parties for CITY's acquisition of the subject property interests, or stipulated judgment, award or verdict of just compensation in an eminent domain proceeding filed by CITY to acquire the Subject Property Interests.

4. LIENS AND ENCUMBRANCES. OWNER represents that title to the approximate 100 square foot Easement is free and clear of all liens and encumbrances or that OWNER will obtain proper releases from Parties that have valid liens or encumbrances against said Easement area before OWNER withdraws any portion of the Compensation Amount from the Subject Escrow. If OWNER is not able to obtain such releases, OWNER will cooperate with CITY to obtain through Escrow proper releases from Parties that have valid liens or encumbrances against the Easement.

4.1 *Partial Reconveyance or Subordination of Deed(s) of Trust.* OWNER agrees to obtain a partial reconveyance, if required by law or contract, or subordination of deed(s) of trust from the beneficiary or beneficiaries of any deed(s) of trust recorded against the Property so that CITY's interest in the approximate 100 square foot Easement is free and clear of any monetary encumbrances.

4.2 *Consents to Possession and Use Agreement by Lessees of Property.* OWNER covenants and agrees that this Agreement is intended to govern the relations and claims of OWNER as both owner of the Property and as the operator of a quick service restaurant on the PROPERTY. This Agreement does not purport to resolve the claims, if any, of other neighbors who are tenants of the shopping center whereat the Property is located.

5. TEMPORARY CONSTRUCTION EASEMENT.

5.1 *Term.* CITY's use of the approximate 636 square foot TCE will commence on the Effective Date of Possession as defined above in Operative Provision 1.b. The term of the TCE is for 12 months from the Effective Date of Possession. The TCE will expire on the earlier of (i) 12 months from the Effective Date of Possession, or (ii) the date on which CITY records a Notice of Termination of the TCE in the Official Records of the County of Los Angeles and provides written notice to OWNER of same if a Grant of Temporary Construction Easement was previously recorded against the Property by the Parties in the Official Records of the County of Los Angeles. Upon the expiration of the TCE as provided above, CITY agrees to take such actions as reasonably required to evidence and give effect to the extinguishment of the TCE and the relinquishment of CITY's rights and interests in the TCE pursuant to this Agreement.

5.2 *Improvements in Area of the Temporary Construction Easement.* CITY agrees that any work done in the area comprising the approximate 636 square foot TCE will be performed in a good and workmanlike manner. OWNER acknowledges that the Compensation Amount purports to include the compensation included in the CITY's offer, which may include compensation for the improvements impacted by CITY's use of the TCE area for the Project as determined by CITY's independent appraiser or if it does not include such compensation, the City will replace any such improvements that are damaged in connection with the Project with material of like kind and quality. The Compensation Amount is for reference purposes only and is not a limitation on the ultimate compensation amount that may be awarded or negotiated, as set forth in this Agreement.

5.3 *Use of Temporary Construction Easement.* The Parties agree that the CITY'S use of the approximate 636 square foot TCE on the Property is subject to the following terms:

5.3.1 *Access to Property.* CITY will ensure that access to the Property is maintained at all times during construction to minimize the impact of the construction of the Project on the Property in accordance with Operative Provision 5.3.3 below, subject to the limitations set forth in Recital C (i) and (ii).

5.3.2 *Fence Between Temporary Construction Easement and Drive Through.* CITY agrees to fence off the portion of the TCE located adjacent to the restaurant's

drive-through during construction of the Project at the Property to minimize the impact of construction on the drive-through, subject to the limitations set forth in Recital C (i) and (ii).

5.3.3 Partial Reconstruction of Driveway. CITY will coordinate the partial reconstruction of the driveway along Slauson Avenue with OWNER to ensure that at least one half of the driveway along Slauson Avenue remains open at all times to ensure that access to the Property is maintained. OWNER acknowledges and agrees that during such partial closure of the driveway along Slauson Avenue, egress from the Property will take place off of the driveway along Atlantic Boulevard to allow the concrete in the reconstructed driveway area to cure.

5.3.4 Hours of Construction. A partial reconstruction of the driveway along Slauson Avenue at the Property is required for the Project. CITY will ensure that the partial reconstruction of the driveway along Slauson Avenue will take place during a three-day construction period between the hours of 8:00 p.m. and 6:00 a.m. CITY will ensure that at least half of the driveway along Slauson Avenue will remain open at all times during the three-day construction period. City shall coordinate the reconstruction of the driveway with Owner.

5.3.5 Construction Equipment. CITY agrees not to store construction equipment within the TCE area overnight.

6. INDEMNIFICATION & LIEN WAIVERS.

6.1 CITY, to the maximum extent allowed by law, will indemnify, defend and hold OWNER harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by OWNER as a result of the CITY's use of the Subject Property Interests in connection with the construction of the Project.

6.2 Upon receipt of a written request from OWNER, CITY will provide OWNER with lien waivers following completion of the construction of the Project from each and every contractor, subcontractor, supplier, engineer, architect and surveyor who might have lien rights as a result of CITY's use and possession of the Subject Property Interests. Such lien waivers will be in the form and substance reasonably satisfactory to OWNER and its counsel, if any. To the extent permitted by applicable law, CITY hereby indemnifies OWNER from and against any claims or demands for payment, or any liens or lien claims made against OWNER or the Property as a result of CITY's use of the Subject Property Interests in connection with the Project.

7. SALE OR ASSIGNMENT OF EASEMENT AND/OR TCE. From and after the Effective Date, and through the expiration of the TCE, as provided in Paragraph 5.1 of this Agreement, any sale, assignment, encumbrance or other transfer of all or any portion of the Subject Property Interests by OWNER shall be subject to this Agreement. OWNER agrees that any agreement to sell, assign, encumber or transfer all or any portion of the Subject Property Interests to a third-party will include that such sale, assignment, encumbrance or transfer is subject to this Agreement. OWNER agrees that it shall notify the CITY within fifteen (15) business days of any sale, assignment, encumbrance or transfer and confirm that OWNER has complied with this Operative Provision 7.

8. EMINENT DOMAIN.

8.1 The Parties acknowledge that CITY is authorized to acquire real property by eminent domain for a public use, including for public street and drainage purposed and all uses necessary or convenient thereto pursuant to the authority conferred upon CITY by Constitution Article 1, Section 19, Government Code Sections 37350, 37350.5, 37351, 40401, and 40404, and California Code of Civil Procedure Section 1230.010 *et seq.* (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.320, 1240.330, 1240.510, 1240.610, 1240.650 and by other provisions of law. The Parties further acknowledge that the City Council, as the CITY's governing body, has sole discretion to make the findings required by Code of Civil Procedure Section 1240.030 for the adoption of a resolution of necessity pursuant to the Eminent Domain Law. (Code of Civil Procedure Section 1245.220). If OWNER and the CITY do not reach a negotiated agreement for CITY's purchase of the Subject Property Interests, CITY staff will recommend to the City Council that it consider the adoption of a resolution of necessity authorizing the initiation of eminent domain proceedings to acquire the Subject Property Interests in accordance with the Eminent Domain Law. Under the Eminent Domain Law, the City Council has the exclusive and sole discretion to adopt a resolution of necessity. The adoption of any such resolution of necessity would require CITY's compliance with applicable law, including Government Code Section 7260, *et seq.* and the Eminent Domain Law.

8.2 This Agreement is made with the understanding that CITY and OWNER will continue to negotiate in good faith to reach an agreement on CITY's acquisition of the Subject Property Interests by negotiated acquisition. This Agreement shall continue in effect until either a negotiated agreement for the purchase of the Subject Property Interests is reached and said property interests are transferred to CITY through escrow or a Final Order of Condemnation under Code of Civil Procedure Section 1268.030 is entered by the court and recorded by CITY.

8.3 The Parties agree and acknowledge that in the event CITY and OWNER do not reach a negotiated settlement in connection with CITY's acquisition of the Subject Property Interests within 180 days of the Effective Date of this Agreement, CITY may commence an eminent domain proceeding. OWNER reserves all of its rights regarding the payment of just compensation in any such eminent domain proceeding. OWNER, however, agrees not to object to CITY's filing of any such eminent domain proceeding to acquire the Subject Property Interests by eminent domain. In any such proceeding, OWNER will not challenge CITY's right to take or assert that CITY's use of the Subject Property Interests for the construction of the Project is an unlawful taking. The OWNER agrees that the only issue in any such proceeding will be the amount of just compensation that CITY will pay for the Subject Property Interests, including, but not limited to any claims for cost-to-cure damages, severance damages, loss of business goodwill, if any, and the fair market value of the Subject Property Interests.

8.4 If CITY fails to file an eminent domain proceeding within 360 days of the Effective Date of the Agreement and the Parties have not reached a negotiated agreement for the CITY's purchase of the Subject Property Interests, then OWNER shall be entitled to file an inverse condemnation proceeding. CITY agrees that in any such inverse condemnation proceeding under this Operative Provision 8.4, the only issue shall be the amount of just compensation owed by CITY to OWNER and CITY shall not challenge liability. This provision, however, does not

impact CITY's rights on the issue of liability for precondemnation damages or to dispute OWNER's entitlement to such damages in any such inverse condemnation proceeding.

9. DATE OF VALUATION. The Parties agree that in any eminent domain proceeding filed by CITY to acquire the Subject Property Interests, the date of valuation for determining the amount of just compensation for the Subject Property Interests will be the date on which CITY files the Complaint in Eminent Domain.

10. INTEREST. If CITY files an eminent domain proceeding to acquire the Subject Property Interests, or absent that, if an inverse condemnation proceeding is filed, any compensation awarded in such proceeding shall draw interest as prescribed by California Code of Civil Procedure Section 1268.310, et seq. The OWNER would be entitled to receive interest on any sum received as just compensation whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the Effective Date of Possession described above in Operative Provision 1.2. and ending on the earliest of the dates as provided in Code of Civil Procedure Section 1268.320. The Parties, agree and acknowledge, however, that the interest on any portion of the Compensation Amount that is withdrawn by OWNER will end on the date on which OWNER withdraws such portion of the Compensation Amount from the Subject Escrow because OWNER is entitled to use said funds on the date of withdrawal. Interest shall accrue on the Compensation Amount from the date of deposit to the date of withdrawal as prescribed by California Code of Civil Procedure Section 1268.310, et seq.

11. MEMORANDUM OF POSSESSION AND USE. The Parties agree that CITY is authorized to record in the Official Records of the County of Los Angeles a Memorandum of Possession and Use Agreement in a form mutually acceptable to the Parties.

12. NOTICES AND DEMANDS. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the address(es) provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To CITY: City of Maywood
4319 E Slauson Avenue
Maywood, CA 90270

Copy to: Richards, Watson & Gershon
Attn.: Roxanne Diaz

350 S. Grand Avenue, 37th Floor
Los Angeles, California 90071
Electronic Mail: rdiaz@rwglaw.com

To OWNER: El Pollo Loco Inc., a Delaware corporation
3535 Harbor Boulevard, Suite 100
Costa Mesa, California 92626
Attention: _____
Electronic mail: _____

Copy to: John S. Peterson, Esq.
Peterson Law Group PC
19800 MacArthur Boulevard, Suite 290
Irvine, California 92612
Electronic Mail: jsp@petersonlawgroup.com

13. MISCELLANEOUS.

13.1 *Counterparts; Copies.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Except as required for recordation, the Parties shall accept copies of signatures, including, without limitation, electronically transmitted (for example, by e-mail, facsimile, PDF or otherwise) signatures.

13.2 *Captions.* Any captions to, or headings of, the articles, sections, subsections, paragraphs, or subparagraphs or other provisions of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision of this Agreement.

13.3 *Exhibits.* The Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

13.4 *Governing Law; Venue.* This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in the Superior Court of the County of Los Angeles.

13.5 *Successors and Assigns.* This Agreement, and any right or obligation herein and therein, shall inure to the benefit of the successors and assigns of the Parties.

13.6 *Ratification.* This Agreement is subject to the approval and ratification by the Buyer's governing body or its delegated representative.

13.7 *Severability.* If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

13.8 *Construction.* This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction(s) described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

CITY:

City of Maywood

Date: _____

By: _____
Jennifer Vasquez, City Manager

Attest:

City Clerk

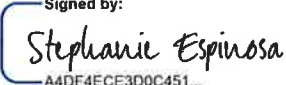
APPROVED AS TO FORM:

Roxanne M. Diaz, City Attorney

OWNER:

El Pollo Loco Inc., a Delaware corporation

Date: 10/1/2024

Signed by:
By:  _____
A4DF4ECE3D0C451...

Title: General Counsel

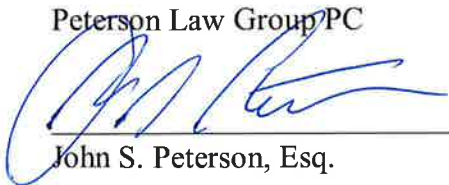
Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Peterson Law Group PC



John S. Peterson, Esq.

EXHIBIT "A"
LEGAL DESCRIPTION OF PERMANENT RIGHT-OF-WAY EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

RIGHT-OF-WAY EASEMENT
LOT 1715, TRACT NO. 4105, M.B. 39/91

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MAYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 1715 OF TRACT NO. 4105 AS SHOWN ON A MAP FILED IN BOOK 39, PAGE 91 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC BOULEVARD WITH THE CENTERLINE OF SLAUSON AVENUE AS SHOWN ON PARCEL MAP NO. 20203, FILED IN BOOK 242, PAGES 43 AND 44 OF PARCEL MAPS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID CENTERLINE OF ATLANTIC BOULEVARD
NORTH 07°25'58" EAST 71.62 FEET;

THENCE LEAVING SAID CENTERLINE, AT A RIGHT ANGLE, SOUTH 82°34'02" EAST 45.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED OCTOBER 7, 1926 IN BOOK 4707, PAGE 151 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 27.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 75°14'28" WEST;

THENCE ALONG SAID CURVE SOUTHEASTERLY 11.58 FEET THROUGH A CENTRAL ANGLE OF 24°34'18" TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 42.00 FEET, A RADIAL LINE OF SAID CURVES TO SAID POINT BEARS SOUTH 50°40'10" WEST;

THENCE ALONG SAID CURVE SOUTHEASTERLY 11.82 FEET THROUGH A CENTRAL ANGLE OF 16°07'27" TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE AS DESCRIBED IN A DOCUMENT RECORDED OCTOBER 15, 1925 IN BOOK 4500, PAGE 394 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE NON-TANGENT FROM SAID CURVE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 82°54'32" WEST 16.13 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 07°25'58" EAST 13.35 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION

CONTAINING 100 SQUARE FEET, MORE OR LESS;

SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD, IF ANY.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.



GREGORY C. SEBOURN, P.L.S. 8395 11/30/2023
DATE



STANTEC
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618-5312
PN 2042639600

EXHIBIT "B"
DEPICTION OF PERMANENT RIGHT-OF-WAY EASEMENT

PARCEL MAP NO. 20203, P.M.B. 242/43-44

C/L 58TH STREET

ATLANTIC BOULEVARD

N07°25'58"E 349.99'
(N07°33'15"E 350.00'
PER P.M.B. 242/43-44)

N07°25'58"E 115.00'

(N82°47'15"W 676.00' PER
P.M.B. 242/43-44)
N82°54'32"W 676.00'

45.00'
S82°34'02"E

SLAUSON AVENUE

P.O.C.

N82°54'32"W 664.91'

POR. LOT 1715
TRACT NO. 4105
M.B. 39/91

E'LY RIGHT-OF-WAY LINE
OF ATLANTIC BLVD.
RECORDED 10/07/1926
IN BOOK 4707/151, O.R.

T.P.O.B.

100± SQ.FT.

105.00'
N82°54'32"W

SEE DETAIL
HEREON

55'

POR.
LOT
1716

N'LY RIGHT-OF-WAY LINE
OF SLAUSON AVE.
RECORDED 10/15/1925
IN BOOK 4500/384, O.R.

30.00'
N82°54'32"W

C/L KING AVENUE

SCALE 1"=40'



Stantec Consulting Services Inc.
38 Technology Drive, Suite 200
Irvine, CA 92618-5312
(949) 923-6000
www.stantec.com



Right-of-Way Easement
Lot 1715, Tract No. 4105,
M.B. 39/91

CONTAINING: 100 SQ. FT. ±

EXHIBIT "B"
PLAT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Date: 11/30/2023 Sheet 1 of 1

EXHIBIT "A-1"
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
LOTS 1715 & 1716, TRACT NO. 4105, M.B. 39/91

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MAYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOT 1715 AND LOT 1716 OF TRACT NO. 4105 AS SHOWN ON A MAP FILED IN BOOK 39, PAGE 91 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC BOULEVARD WITH THE CENTERLINE OF SLAUSON AVENUE AS SHOWN ON PARCEL MAP NO. 20203, FILED IN BOOK 242, PAGES 43 AND 44 OF PARCEL MAPS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID CENTERLINE OF ATLANTIC BOULEVARD
NORTH 07°25'58" EAST 71.62 FEET;

THENCE LEAVING SAID CENTERLINE, AT A RIGHT ANGLE, SOUTH 82°34'02" EAST 45.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED OCTOBER 7, 1926 IN BOOK 4707, PAGE 151 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 27.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 75°14'28" WEST;

THENCE ALONG SAID CURVE SOUTHEASTERLY 11.58 FEET THROUGH A CENTRAL ANGLE OF 24°34'18" TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 42.00 FEET, A RADIAL LINE OF SAID CURVES TO SAID POINT BEARS SOUTH 50°40'10" WEST;

THENCE ALONG SAID CURVE SOUTHEASTERLY 11.82 FEET THROUGH A CENTRAL ANGLE OF 16°07'27" TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE AS DESCRIBED IN A DOCUMENT RECORDED OCTOBER 15, 1925 IN BOOK 4500, PAGE 394 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE NON-TANGENT FROM SAID CURVE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 82°54'32" EAST 106.00 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 07°25'58" EAST 5.00 FEET TO A LINE PARALLEL WITH AND 5.00 FEET NORTHERLY OF SAID NORTHERLY RIGHT-OF-WAY LINE;

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE ALONG SAID PARALLEL LINE NORTH 82°54'32" WEST 104.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 37.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 36°22'50" WEST, SAID CURVE BEING CONCENTRIC WITH AND 5.00 FEET NORTHEASTERLY FROM FIRST SAID CURVE HAVING A RADIUS OF 42.00 FEET;

THENCE ALONG SAID CONCENTRIC CURVE NORTHWESTERLY 9.23 FEET THROUGH A CENTRAL ANGLE OF 14°17'20" TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 22.00 FEET, A RADIAL LINE OF SAID CURVES TO SAID POINT BEARS SOUTH 50°40'10" WEST;

THENCE ALONG SAID CURVE NORTHWESTERLY 9.43 FEET THROUGH A CENTRAL ANGLE OF 24°34'18";

THENCE NON-TANGENT FROM SAID CURVE NORTH 82°34'02" WEST 4.63 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 07°25'58" WEST 1.89 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 636 SQUARE FEET, MORE OR LESS;

SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD, IF ANY.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.



GREGORY C. SEBOURN, P.L.S. 8395 11/30/2023
DATE

STANTEC
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618-5312
PN 2042639600



EXHIBIT "B-1"
DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: October 23, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JERRY GOMEZ, PUBLIC WORKS SUPERINTENDENT

SUBJECT: CONSIDERATION OF AWARD OF A MAINTENANCE SERVICES FOR LANDSCAPED AREAS OF PUBLIC FACILITIES AND STREET MEDIANS AGREEMENT WITH REVUELTAS LANDSCAPE INC. IN A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$409,662.00

RECOMMENDATION:

It is recommended that the City Council award a Maintenance Services for Landscaped Areas of Public Facilities and Street Medians agreement to Revueltas Landscape, Inc. for a three-year term with two one-year optional extensions in the form approved by the City Attorney.

BACKGROUND:

The City's Maintenance Services for Landscaped Areas of Public Facilities and Street Medians agreement with NorthStar Land Care ends November 1, 2024. The City completed the full term of the agreement which consist of three-year term with two one-year extension with NorthStar Land Care. NorthStar Land Care provided landscape maintenance at the amount of \$117,975.00 yearly. NorthStar Land Care provided services at the following locations:

City Hall Complex - 4319 Slauson Avenue

Maywood Boxing Club - 4717 56th Street

Benito Juarez Park - 5515 Maywood Avenue

Riverfront Park - 5000 Slauson Avenue

Maywood Park - 4801 E. 58th Street

Pine Park - 5313 Pine Avenue

Pixley Park - 3626 E. 56th Street

Atlantic Blvd Street Medians - 52nd Place to Randolph Street

Slauson Avenue Street Medians - Los Angeles River to Downey Road

Slauson Avenue Parkways - Los Angeles River to Alamo Avenue

Public Works Yard - 5600 Heliotrope Avenue (every two months)

Randolph Street - between Flora Avenue to District Boulevard (every two months)

5102 and 5110 District Boulevard (every two months)

4801 Slauson Avenue (every two months)

DISCUSSION:

On August 29, 2024, City staff released the Request for Proposals (RFP) for Maintenance Services for Landscaped Areas of Public Facilities and Street Medians. A total of four landscape and maintenance contractors submitted bids.

Contractors	Monthly Rate	Annual Rate
Revueltas Landscape, Inc.	\$10,345.00	\$124,140.00
NorthStar Land Care	\$10,434.75	\$125,217.00
Greenfield Landscaping and Maintenance, Inc	\$13,855.75	\$166,269.00
Mariposa Landscapes Inc	\$12,529.00	\$150,348.00

Upon review of the proposals, staff recommends moving forward with Revueltas Landscape Inc. Revueltas Landscape Inc. met and completed the criteria's set in the Request for Proposal (RFP). Revueltas Landscape Inc. provided its organization information, references, approach of work, and license, Class C27 (Landscape Services) as required. Revueltas Landscape Inc. has provided services to the City since 2023. Revueltas Landscape Inc. refurbished the Dodger Dream Field and currently holds the maintenance contract for the baseball field at Maywood Park.

Revueltas Landscape Inc. has the ability to provide superior equipment and knowledgeable staff to perform all the required work. The monthly rate is for full-service landscaping, which includes plant replacement, irrigation repairs, aeration, fertilizer, and mulching. In addition, Revueltas Landscape Inc. will cover the cost for plant replacement, irrigation repairs, aeration, fertilizer, mulching and/or emergencies up to \$500 per month during the term of this contract. Staff have been satisfied with the work conducted by Revuelta Landscaping Inc., including the quality of work and responsiveness to maintenance needs at Maywood Park's baseball field.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The proposed monthly cost for Maintenance Services for Landscaped Areas of Public Facilities and Street Medians is \$10,345, resulting in a yearly payment of \$124,140. In addition, a contingency of \$12,414 or 10% is recommended for additional services as needed by the City. Therefore, the total maintenance cost annually including the contingency is \$136,554 and is not to exceed \$409,662 over the three-year initial term.

For Fiscal Year 2024-25, maintenance services for landscaped areas are budgeted in the General Fund (Fund 100) at \$69,100 and in Gas Tax (Fund 212) included with other contractual services of \$250,000. Based on the estimated cost of \$136,554 for the first year's maintenance services and compared to the budgeted amounts for FY 2024-25, staff do not anticipate additional appropriations.

ATTACHMENT(S)

1. RFP for Landscape Maintenance Services
2. City of Maywood - Revueltas - Proposal
3. Maywood- Maintenance Services Agreement
4. City of Maywod Cost Proposal Exhibit B
5. Maywood RFp additional Services



City of Maywood
Request for Proposals
for
Maintenance Services for Landscaped Areas of
Public Facilities and Street Medians

PROPOSALS MUST BE RECEIVED NO LATER THAN **4:00 PM, September 25, 2024**, AND SHALL BE SUBMITTED IN SEARCHABLE PDF FORMAT ON THE CITY'S PORTAL ON PLANETBIDS AT THE FOLLOWING WEBSITE:

<https://pbsystem.planetbids.com/portal/64496/portal-home>

Date of Issuance: August 29, 2024

Attention: Jerry Gomez, Public Works Superintendent

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I. PURPOSE

The City of Maywood is seeking proposals from qualified Contractors to provide the City annual services of landscape maintenance and emergency response service as needed. The City desires to enter into an Agreement for three (3) years, with two (2) optional one-year extensions.

All interested Contractors shall demonstrate that they have sufficient, readily available resources in the form of trained personnel, support services, equipment, and financial resources to carry out the work without delay or shortcomings.

The City of Maywood will not be liable for costs incurred by the Contractor's incidentals for the preparation of proposals or other responses associated with the proposals, if required.

Responses must conform to the requirements of this Request for Proposal (RFP). The City reserves the right to waive any irregularity, informality, or error in any proposal or in the RFP process or reject any proposal which does not comply to this RFP. Modifications to the RFP, including but not limited to the scope of work and services, can be made only by written addendum issued by the City. The successful proposer will be required to enter into an Agreement for Contract Services with the City (Attachment "1"). By submitting a proposal, the proposer agrees to all of the terms of the RFP and Agreement.

II. BACKGROUND

The City of Maywood is issuing this Request for Proposals (RFP) for tree trimming and maintaining of the City's 2317 public trees spread across 1.1 square miles within the city boundaries. Majority of the City's public trees are concentrated within the City's sidewalk parkways. The remainder of the City's public trees are within City owned properties/facilities, medians, and City parks.

III. GENERAL REQUIREMENTS

Contractors wishing to have their bid proposals considered for this project shall submit a statement of firm's qualifications applicable to this project, including the following as a minimum:

1. **Experience.** The selected individual/Contractor should have extensive knowledge of landscape maintenance operations, specifically providing landscape maintenance for government agencies or municipalities.
2. **Appropriate Licenses or Certifications.** The individual or Contractor must obtain all required City of Maywood licenses and any other necessary licenses
3. **Minimum Education:** N/A

4. **Insurance.** The following are the legal and insurance requirements of the City of Maywood for the selected Contractor:
- a) Time for Compliance. Contractor shall not commence 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, Contractor 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.
 - b) Minimum Requirements. Contractor 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 by the Contractor, its agents, representatives, employees or subcontractors. Contractor 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:
 - 1. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - 2. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. The policies of insurance shall be issued by an insurer admitted in the State of California and with a rating of at least B+;VII in the latest edition of Best's insurance Guide.
5. **Familiarity with Work.** All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that Bidder has conducted such additional investigation as it deems necessary and convenient (i.e. visiting the locations), that Respondent is capable of providing the equipment, goods and services necessary to furnish landscape maintenance in a manner that meets the City's objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not

be cause to alter the contract or for Respondent to request additional compensation.

The City of Maywood hereby notifies all firms that it will affirmatively insure that in any contract entered into pursuant to this invitation, the City will not discriminate against any firm on the grounds of race, color, sex, or national origin in consideration for the award. All persons responding to this invitation shall be aware that their proposals are deemed public records and may be subject to disclosure upon request. The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the proposals received.

The City shall select an Individual/Consultant based on a combination of factors, such as: responsiveness and comprehensiveness of the Proposer with respect to this Request for Proposals (RFP); technical background and experience; the number and nature of exceptions taken to the agreement (Attachment 1); previous work performed for other public agencies; information obtained from references; and cost, in addition, the following factors will be considered:

- a. Completeness of the proposal and ability of the Proposer to comply with the mandatory requirements proposed under this RFP.
- b. Whether the Contractor has the financial resources and facilities to perform or provide the required services promptly, or within the time specified without delay or interference.
- c. Experience implementing similar programs and projects.
- d. Recommendations from prior clients and record of performance on previous contracts or services.
- e. Cost reasonableness
- f. The City is not liable for any expenses incurred by any proposer prior to issuing the contract.
- g. The submittal should be typed and as brief as possible while adequately describing the qualifications of the Contractor.
- h. Proposals are to be submitted in the same envelope, clearly marked with the Contractor name, address and phone number. Only one proposal per Contractor will be considered.
- i. All work product generated by the Agreement will be owned by the City.

IV. SCOPE OF SERVICES

EXPERIENCE

The Contractor shall have at a minimum five (5) years' experience in landscape services.

The scope of work consists of landscape maintenance at City Hall Complex, the Maywood Boxing Club, the City parks (except the Dodger Dreamfield), landscape street medians on Slauson Avenue and on Atlantic Boulevard, and the landscape parkways on Slauson

Avenue. The work consists of turf maintenance, irrigation system operation and maintenance, weeding, trash pickup and disposal, pesticide application, pruning of trees, shrubs and ground cover, and fertilization of turf, shrubs and trees.

Locations:

Atlantic Boulevard Landscaped Street Medians (52nd Place to Randolph Street)

Benito Juarez Park (5515 Maywood Avenue)

City Hall Complex (4317-21 Slauson Avenue)

Maywood Boxing Club (4717 56th Street)

Maywood Park (4801 E. 58th Street) (Excluding Dodgers Dreamfield)

Pine Avenue Park (5313 Pine Avenue)

Pixley Park (3626 E. 56th Street)

Riverfront Park (5000 Slauson Avenue)

Slauson Avenue Landscaped Street Medians (Los Angeles River to Downey Road)

Slauson Avenue Landscaped Parkways (Los Angeles River to Alamo Avenue)

EMERGENCY CALLS

1. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
2. Contractor shall respond to emergency calls within two (2) hours from the time of notification.
3. Contractor must designate a person within his company who will respond to emergency calls 24 hours a day.
4. Contractor shall submit telephone number to the City that can be used to obtain emergency service on a 24- hour basis. The Contractor's name and telephone number will also be listed with the Los Angeles County Sheriff.
5. Upon arriving at an emergency situation, it shall be the responsibility of the Contractor to eliminate all unsafe conditions which would adversely affect the health, safety, or welfare of the public.

6. Failure to respond within two (2) hours of attempt to contact may result in a \$500.00 penalty per incident. Failure to respond to an emergency at any level will subject the Contractor to any primary or secondary cost arising from said emergency and may result in termination of contract.

SAFETY REQUIREMENTS

1. All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all safety standards required by CAL- OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H), and the State of California Manual of Traffic Controls. The City reserves the right to issue, restrain, cease and desist order to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

Hazardous Conditions

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be reported immediately to the City.

Traffic Control

During the progress of the work, adequate provision shall be made by the Contractor to accommodate the normal traffic flow on public streets and park roadways so as to cause a minimum of inconvenience to the public and shall hold the City harmless from all claims arising from any act or omission on his pertaining to any injury, death, or damage to any person or property by reason of any use of any street by anyone while the Contractor is working or has any equipment or barricades thereon.

SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract. No pruning operations equipment or tools shall start work before 7:00 am. Each internal combustion engine used for any purpose on the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment.

LANDFILL DIVERSION

Contractor shall be responsible for the recycling of all green waste generated from work conducted with the City. Green waste shall be diverted from County landfills to an approved reclamation site and processed for recycling. Contractor shall submit a Landfill Diversion Report on a monthly basis to the City. Reports shall be submitted with the monthly invoice.

VEHICLE REGISTRATION

Contractor is allowed to drive on walkways to facilitate maintenance. At all times, Contractor shall employ extreme caution and courtesy to the public when operating equipment or vehicles in City parks. Vehicles that leak oil or other liquids are banned from accessing park property. At no time shall the Contractor drive trucks on park turf or shrub beds unless authorized by the City. Damage created by Contractor's vehicles shall be repaired immediately at the Contractors expense.

PROTECTION AND PRESERVATION OF PROPERTY

The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work areas, and will be required to exercise due caution to avoid and prevent any damage or injury thereto, as a consequence of his/her operation. Any damage resulting from Contractor neglect shall be repaired/ replaced at the Contractors expense and to the satisfaction of the City. Any damage to public or private property caused by the Contractor shall be reported to the City immediately.

PUBLIC RELATIONS

Contractor and his employees are required to maintain good public relations at all times. All work shall be conducted in a manner which causes the least possible interference or annoyance to the public.

SECTION A-IRRIGATION SYSTEM

1. A Irrigator, with knowledge of system operation and repair is necessary. Maintenance of all areas for proper moisture levels based on the turf and/or plants needs at different times of the year. All irrigation system maintenance shall be performed to insure plant health and vigor.

a. The entire irrigation system to include all components from connection at the meters to the sprinklers shall be maintained in an operational state at all times. Contractor is required to notify City of major component failures within twenty-four (24) hours of occurrence.

b. Contractual irrigation systems inspections, adjustments and repairs shall include valves, electrical circuiting to valves, filter and filter screen cleaning main line maintenance, lateral line maintenance, sprinkler head height, nozzle spray pattern, nozzle cleaning and replacement, bubbler head adjustment, flush valve repair, cleaning and replacement, tree well repair; and drip emitter cleaning, replacement, and removal and plugging if plant is not to be replaced.

c. The contractor shall maintain a log of current sprinkler station times. A copy of the log shall be given to the Public Works Superintendent after routine inspection. The log shall include, but is not limited to:

1. Controller location
2. Scheduled days to run
3. Start times
4. Station location
5. Each station's run time
6. End time
7. Contractor's employee initial and date

d. Non-contractual irrigation repairs shall be approved first by the City. Parts will be billed at "cost plus 15%" or, at City's discretion. All billings to the City shall be accompanied with an itemized invoice describing labor hours at the contract rate, materials costs with copies of material invoices from the suppliers(s), the location, date and time of the repair, and a work description of the repair. Each repair shall be billed separately.

e. All irrigation systems shall be tested, adjusted, and cleaned as often as necessary to guarantee proper moisture levels at all times. A schedule shall be submitted at the start of the contract showing the location, day of week and time of day that each system will be tested. Any changes shall be submitted for approval prior to enactment. Contractor will be responsible for damages and costs due to under-watering and over-watering. Irrigation systems are to be adjusted as often as necessary to assure:

1. Adequate coverage of all landscape areas
2. Prevent excessive runoff and/or erosion.
3. Prevent watering of all non-vegetative areas

f. The contractor shall maintain a reasonable inventory of commonly required repair parts on the service vehicle(s) in order to facilitate prompt irrigation system repairs.

g. All malfunctioning controllers, quick couplers, automatic valves and sprinkler heads must be repaired within eight (8) hours following identification and verbal notification to the City's Contract Administrator of the cost for the repair. All replacements shall be with the original type and model materials unless a substitute is approved by the Public Works Superintendent.

h. Contractor employees shall Report and flag all water leaks and/or system malfunctions to the irrigator for immediate repair.

i. The Contractor shall immediately turn off irrigation systems during periods of rainfall and at times when suspension or irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.

j. Washout from irrigation failure issues onto sidewalks, pavement and/or into right-of-way shall be addressed in conjunction with repairs to the irrigation. Erosion and/or damages to the landscape shall be similarly addressed in conjunction with the repair.

SECTION B-TURFGRASS MAINTENANCE

B-1. All turf areas are to be mowed to maintain a consistent turf height of 1 inch except in specific areas where it must be maintained shorter. The height of cutting shall be maintained consistently to prevent scalping or burn. The mowing height shall be appropriate to the turf species. In normal circumstances the grass cutting need not be removed, but, when an inordinate amount of cut grass is evident, removal may be requested. Divots, ruts, holes and depressions found in turf shall be remedied immediately. Mowing patterns shall be alternated to avoid creating ruts and compaction.

All lawn edges along sidewalks and curbs shall be edged before each mowing as required for appearance. Edging shall be performed with a blade type mechanical edger or Line trimmer. The cut edge should appear as a clean, straight line. A monofilament line trimmer shall be used to trim around obstacles within the lawn area. Care shall be taken to ensure that the bark of trees and shrubs are not damaged or stripped by the line trimmer. Lawn sprinkler heads shall only be edged to allow for proper distribution of water.

B-2. All turf areas are to be aerified by removing ½" diameter cores, not more than 6" apart and to a depth of 6 inches in the month of March and additional times if required by Level of Service. This shall be considered a specialty-type item, requiring a written schedule of the aeration process to the Public Works Superintendent before work commences.

B-3. Fertilizer application will require prior notification of the Public Works Superintendent.

SECTION C-PLANT CARE

C-1. All shrubs shall be selectively pruned as to maintain natural form. No hedging or shearing will be permitted, unless authorized. Dead branches and foliage shall be removed, as thinning cuts, as opposed to rounding the plant by tipping. When pruning shrubs that show evidence of disease; disinfect pruning equipment between jobs. Where

disease is severe, disinfect pruning equipment in between cuts. Dead flower stalks shall be pruned from plants at the conclusion of flowering. If plants (such as agaves) die after flowering, Contractor will remove the entire plant and, if needed, shall repair the irrigation and backfill the hole. Major shrub pruning will take place at the optimum time for each plant and minor adjustments made as often as necessary to prevent sidewalk, street and sign obstruction. Many perennials, grasses, and shrubs need to be cut back severely to control size and to look their best. This is often done just prior to the new spring growth surge. The Landscape Contractor shall render renewal pruning at appropriate times.

C-2. Rows of shrubbery shall be maintained as a hedge. Hedges shall be trimmed with mechanical hedge trimmers to maintain uniformity on all accessible sides. Hedges shall not be cut back to leafless, woody, growth, unless directed by the City.

C-3. Groundcovers may not be trimmed with hedge shears or mechanical edgers. Hand pruners are to be used so that the appearance is as natural as possible.

C-4. Any plant material that dies for any reason other than as a result of vandalism must be replaced with like size, number and species within 5 working days.

SECTION E-ISLAND AND MEDIAN MAINTENANCE

E-1. Specifics throughout the scope of work shall apply to Island and median maintenance. Care shall be taken so that plants do not become line of sight barriers, shrubbery and trees do not encroach into the right-of-way, traffic signs, markings and signals are never obstructed, ground covers do not extend past curb, trash and debris is removed on the frequency basis per contract, and weeds in planter and hardscape are controlled and eliminated.

SECTION F-WEED ABATEMENT

F-1. All areas are to be kept in a weed free condition at all times. Chemical control for any unwanted vegetation may be applied on an as-needed basis. Weeds growing in cracks on sidewalks, streets, or gutters adjacent to areas covered in this contract must be controlled with herbicides. Pre-emergent may be applied as needed. All chemical applications shall be done by a licensed applicator in accordance with all applicable Federal, State, and County laws and regulations.

SECTION G-INSECT, PEST, AND RODENT CONTROL

G-1. For safety reasons, sidewalks, decomposed granite pathways, parkways, playground safety surfaces, picnic areas, hardscape, turf and planter areas shall be inspected for the presence of insects, pests and rodents. The elimination of mounding and holes generated by insects, pests and rodents shall be included in the scope of services.

SECTION H-HARDSCAPE AND PATHWAY MAINTENANCE

H-1. Hardscape/pathway maintenance is defined to include the maintenance of any sidewalk, pathway, or concrete surface under the care of the Contractor to include the removal and disposal of dirt, mud, trash and debris and the maintenance of proper grades.

H-2. Hardscape shall be maintained so as to be free of debris. All debris shall be removed from the site and disposed of at the end of each day at a location the Contractor shall disclose to the City.

H-3. At no time shall any irrigation apparatus under the care of the Contractor be adjusted to spray upon, or flood, any hardscape element or pathway.

H-4. Decomposed granite and dirt pathways shall be maintained to be free of debris, ruts and depressions.

H-5. Pathways eroded by rain shall be restored and graded within one business day of the conclusion of inclement weather. Contractor shall use displaced materials in the restoration of eroded pathways.

H-6. The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

H-7. The Contractor shall report, in writing, any condition that presents a trip hazard to Pedestrians on any hardscape element under the care of the Contractor to the General Parks Maintenance Supervisor or designated representative.

SECTION I-TRASH PICK-UP AND TRASH CAN MAINTENANCE

I-1. Contractor shall remove trash, debris, animal feces, and dead plant material from parkways. Turf areas, hardscapes, pathways, medians, gutters, and retention areas by Level of Service frequency.

PARKING

The City of Maywood will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract, on preauthorized specific jobs. The vendor will hold the City of Maywood harmless and release the City of liability for the result of theft or vandalism. Should a site not be available, then the vendor may park on City right-of-way near the project area(s).

INVOICES

Contractor shall be required to submit invoices via U.S. Postal Service, email and via work order system on a monthly basis. The invoice must reflect activity in a bi-weekly breakdown, i.e. 1st - 15th, 15th - end of month. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk

diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

INSPECTIONS

The City of Maywood or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

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:

- Defective or inadequate work not corrected.
- Claims filed, or reasonable evidence indicating probable filing of claims.
- A reasonable doubt that the contract can be completed for the balance unpaid.

1) MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

- a. The City may modify these specifications with the joint approval of the Contractor, the City Manager, and the Public Works Superintendent. All modifications shall be in writing.
- b. In the event that the City of Maywood should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
- c. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
- d. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
- e. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

2) REQUESTS FOR CLARIFICATION

If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City Manager and/or the City of Maywood Public Works Superintendent for corrections, clarification, or interpretation of the points in

question. **The person submitting such request shall be responsible for its prompt delivery TBD**

In the event that the Public Works Superintendent receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be mailed to each person to whom a set of bid documents has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum.

V. SCHEDULE

DEADLINES

Release of Requests for Proposals	August 29, 2024
Submittal of Questions	September 9, 2024, by 3:00pm
Response to Questions	September 13, 2024, by 4:00pm
Proposal Due Date	September 25, 2024, by 4:00pm
Proposal Review/Evaluation	Week of September 30, 2024
Optional Interview (if required)	Week of October 7, 2024
Tentative City Council award	October 23, 2024
Tentative Start date	November 11, 2024

* These dates are anticipated and may change.

VI. QUESTIONS

All inquiries regarding this request must be submitted to PlanetBids. City will post responses to questions on PlanetBids.

VII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP.

Proposals shall be submitted in searchable PDF format on the City's portal on PlanetBids at the following website: <https://pbsystem.planetbids.com/portal/64496/portal-home>

Please address the Proposals to:
City of Maywood
Attention: Jerry Gomez
4319 Slauson Avenue
Maywood, CA 90270

Separate files shall be submitted for Technical and Cost Proposals. Submittals received after the specified date and time will be considered late and will not be considered for further evaluation.

VIII. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT. The proposal shall not exceed 20 pages. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter

- a. Provide a cover letter including the Respondent's name, address and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. The letter should be signed by an individual who can bind the Respondent contractually.
- b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").
- c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.

2. Table of Contents

- a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

3. Experience and Qualifications

- a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.
- b. Provide a summary of Respondents qualification and experience in drone shows and programming. At a minimum, Respondent should have at least five (5) years consecutive experience.
- c. Provide at least three references that received similar services from your Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
- d. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.
- e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
- f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.

4. Approach to Scope of Services

- a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.
- b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
- c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.

5. Proposed Materials and Services

- a. Proposal should indicate the company's availability to provide the items listed in Attachment 1 and any other relevant materials and services for this proposal.

6. Substitutions

- a. If you are unable to provide all the requested items, please indicate comparable substitutions and/or submit bid proposal for partial equipment. Pricing must be itemized for each individual item and include tax and delivery/takedown.

B. COST PROPOSAL

1. Detailed Cost Proposal

- a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the City will be charged for services (i.e. unit, hourly or flat rate basis as appropriate) for the term of the contract. Costs should include all services and materials, if any, needed to perform the Scope of Services.
- b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.
- c. In addition, Respondent shall also submit the rates/compensation for any "additional services" that Respondent can provide.
- d. Provide a PDF file of the cost proposal and make clear all extra fees.

IX. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Maywood's Agreement for Professional Services (Attachment 1) is included for review and comment. The Respondent's submission of a proposal indicates Respondent's compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter; however, the City maintains discretion to accept or reject the Respondent's request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

X. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and convenient (i.e. visiting the locations), that Respondent is capable of providing the equipment, goods and services necessary to furnish landscape maintenance in a manner that meets the City's objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the City, its departments, its officers, employees or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data

provided by the City, its officers, employees, or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify, or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XI. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section IV - Schedule" of this RFP. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Maywood personnel.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City's final selection will not be dictated on any single factor or criteria including price. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.
2. Other criteria shall include, but not be limited to:
 - a. Quality and completeness of proposal
 - b. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff
 - c. Similar experience and expertise in the type of work required, with the City or with other public agencies
 - d. Demonstrated understanding of the scope of services requested as well as capacity of respondent
 - e. References
 - f. Financial stability of proposer
 - g. Cost to the City
 - h. Oral interviews, if applicable.
 - i. Any other factors determined by the City to be relevant to the performance of these services.

XIII. AUTHORITY TO WITHDRAW

The City of Maywood reserves the right to withdraw this Request for Proposals without prior notice. The City of Maywood makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned.

XIV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XV. ATTACHMENTS

Attachment 1. Form Professional Services Agreement

Attachment 2.

ATTACHMENT 1

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent Contractor to perform Tree Maintenance and Emergency Response Services.

B. Contractor 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.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. CONSULTANT'S SERVICES.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be _____ (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services

required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. TERM OF AGREEMENT. THE TERM OF THIS AGREEMENT SHALL BE FROM THE EFFECTIVE DATE THROUGH _____, UNLESS SOONER TERMINATED AS PROVIDED IN SECTION 12 OF THIS AGREEMENT OR EXTENDED.

3. COMPENSATION.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement, _____, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than \$_____, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

B. Expenses. The City will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. METHOD OF PAYMENT.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. INDEPENDENT CONTRACTOR. CONTRACTOR IS, AND SHALL AT ALL TIMES REMAIN AS TO CITY, A WHOLLY INDEPENDENT CONTRACTOR. CONTRACTOR SHALL HAVE NO POWER TO INCUR ANY DEBT, OBLIGATION, OR LIABILITY ON BEHALF OF CITY. NEITHER CITY NOR ANY OF ITS AGENTS SHALL HAVE CONTROL OVER THE CONDUCT OF CONTRACTOR OR ANY OF CONTRACTOR'S EMPLOYEES, EXCEPT AS SET FORTH IN THIS AGREEMENT. CONTRACTOR SHALL NOT, AT ANY TIME, OR IN ANY MANNER, REPRESENT THAT IT OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES ARE IN ANY MANNER EMPLOYEES OF CITY.

6. INFORMATION AND DOCUMENTS.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

7. CONFLICTS OF INTEREST. CONTRACTOR AND ITS OFFICERS, EMPLOYEES, ASSOCIATES AND SUBCONTRACTORS, IF ANY, SHALL COMPLY WITH ALL CONFLICT OF INTEREST STATUTES OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTOR'S SERVICES UNDER THIS AGREEMENT, INCLUDING THE POLITICAL REFORM ACT (GOV. CODE § 81000, *ET SEQ.*) AND GOVERNMENT CODE SECTION 1090. DURING THE TERM OF THIS AGREEMENT, CONTRACTOR MAY PERFORM SIMILAR SERVICES FOR OTHER CLIENTS, BUT CONTRACTOR AND ITS OFFICERS, EMPLOYEES, ASSOCIATES AND SUBCONTRACTORS SHALL NOT, WITHOUT THE CITY REPRESENTATIVE'S PRIOR WRITTEN APPROVAL, PERFORM WORK FOR ANOTHER PERSON OR ENTITY FOR WHOM CONTRACTOR IS NOT CURRENTLY PERFORMING WORK THAT WOULD REQUIRE CONTRACTOR OR ONE OF ITS OFFICERS, EMPLOYEES, ASSOCIATES OR SUBCONTRACTORS TO ABSTAIN FROM A DECISION UNDER THIS AGREEMENT PURSUANT TO A CONFLICT OF INTEREST STATUTE. CONTRACTOR SHALL INCORPORATE A CLAUSE SUBSTANTIALLY SIMILAR TO THIS SECTION INTO ANY SUBCONTRACT THAT CONTRACTOR EXECUTES IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT.

8. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or

willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. INSURANCE.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall provide insurance in the amount required by California law.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or

subconsultants from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. SubContractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. MUTUAL COOPERATION.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. RECORDS AND INSPECTIONS. CONTRACTOR SHALL MAINTAIN COMPLETE AND ACCURATE RECORDS WITH RESPECT TO TIME, COSTS, EXPENSES, RECEIPTS, CORRESPONDENCE, AND OTHER SUCH INFORMATION REQUIRED BY CITY THAT RELATE TO THE PERFORMANCE OF THE SERVICES. ALL SUCH RECORDS SHALL BE MAINTAINED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AND SHALL BE CLEARLY IDENTIFIED AND READILY ACCESSIBLE. CONTRACTOR SHALL PROVIDE FREE ACCESS TO CITY, ITS DESIGNEES AND REPRESENTATIVES AT REASONABLE TIMES, AND SHALL ALLOW CITY TO EXAMINE AND AUDIT THE BOOKS AND RECORDS, TO MAKE TRANSCRIPTS THEREFROM AS NECESSARY, AND TO INSPECT ALL WORK, DATA, DOCUMENTS, PROCEEDINGS AND ACTIVITIES RELATED TO THIS AGREEMENT. SUCH RECORDS, TOGETHER WITH SUPPORTING DOCUMENTS, SHALL BE MAINTAINED FOR A PERIOD OF THREE YEARS AFTER RECEIPT OF FINAL PAYMENT.

12. TERMINATION OF AGREEMENT.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least ten calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. FORCE MAJEURE. CONTRACTOR SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT IF CONTRACTOR PRESENTS ACCEPTABLE EVIDENCE, IN CITY'S SOLE JUDGMENT, THAT SUCH FAILURE WAS DUE TO ACTS OF GOD, EMBARGOES, INABILITY TO OBTAIN LABOR OR MATERIALS OR REASONABLE SUBSTITUTES FOR LABOR OR MATERIALS, GOVERNMENTAL RESTRICTIONS, GOVERNMENTAL REGULATIONS, GOVERNMENTAL CONTROLS, JUDICIAL ORDERS, ENEMY OR HOSTILE GOVERNMENTAL ACTION, CIVIL COMMOTION, FIRE OR OTHER CASUALTY, OR OTHER CAUSES BEYOND CONTRACTOR'S REASONABLE CONTROL AND NOT DUE TO ANY ACT BY CONTRACTOR.

14. DEFAULT.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. NOTICES. ANY NOTICE, CONSENT, REQUEST, DEMAND, BILL, INVOICE, REPORT OR OTHER COMMUNICATION REQUIRED OR PERMITTED UNDER THIS AGREEMENT SHALL BE IN WRITING AND CONCLUSIVELY DEEMED EFFECTIVE: (A) ON PERSONAL DELIVERY, (B) ON CONFIRMED DELIVERY BY COURIER SERVICE DURING CONTRACTOR'S AND CITY'S REGULAR BUSINESS HOURS, OR (C) THREE BUSINESS DAYS AFTER DEPOSIT IN THE UNITED STATES MAIL, BY FIRST CLASS MAIL, POSTAGE PREPAID, AND ADDRESSED TO THE PARTY TO BE NOTIFIED AS SET FORTH BELOW:

If to City:
Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Contractor:

16. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. IN THE PERFORMANCE OF THIS AGREEMENT, CONTRACTOR SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE, SUBCONTRACTOR OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGIOUS CREED, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, AGE, PHYSICAL DISABILITY, MENTAL DISABILITY, MEDICAL CONDITION, GENETIC INFORMATION, SEXUAL ORIENTATION OR OTHER BASIS PROHIBITED BY LAW. CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUBCONTRACTORS AND APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGIOUS CREED, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, AGE, PHYSICAL DISABILITY, MENTAL DISABILITY, MEDICAL CONDITION, GENETIC INFORMATION OR SEXUAL ORIENTATION.

17. PROHIBITION OF ASSIGNMENT AND DELEGATION. CONTRACTOR SHALL NOT ASSIGN ANY OF ITS RIGHTS OR DELEGATE ANY OF ITS DUTIES UNDER THIS AGREEMENT, EITHER IN WHOLE OR IN PART, WITHOUT CITY'S PRIOR WRITTEN CONSENT. CITY'S CONSENT TO AN ASSIGNMENT OF RIGHTS UNDER THIS AGREEMENT SHALL NOT RELEASE CONTRACTOR FROM

ANY OF ITS OBLIGATIONS OR ALTER ANY OF ITS PRIMARY OBLIGATIONS TO BE PERFORMED UNDER THIS AGREEMENT. ANY ATTEMPTED ASSIGNMENT OR DELEGATION IN VIOLATION OF THIS SECTION SHALL BE VOID AND OF NO EFFECT AND SHALL ENTITLE CITY TO TERMINATE THIS AGREEMENT. AS USED IN THIS SECTION, "ASSIGNMENT" AND "DELEGATION" MEANS ANY SALE, GIFT, PLEDGE, HYPOTHECATION, ENCUMBRANCE OR OTHER TRANSFER OF ALL OR ANY PORTION OF THE RIGHTS, OBLIGATIONS, OR LIABILITIES IN OR ARISING FROM THIS AGREEMENT TO ANY PERSON OR ENTITY, WHETHER BY OPERATION OF LAW OR OTHERWISE, AND REGARDLESS OF THE LEGAL FORM OF THE TRANSACTION IN WHICH THE ATTEMPTED TRANSFER OCCURS.

18. NO THIRD PARTY BENEFICIARIES INTENDED. THIS AGREEMENT IS MADE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS AGREEMENT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND NO OTHER PERSON OR ENTITY MAY HAVE OR ACQUIRE A RIGHT BY VIRTUE OF THIS AGREEMENT.

19. WAIVER. NO DELAY OR OMISSION TO EXERCISE ANY RIGHT, POWER OR REMEDY ACCRUING TO CITY UNDER THIS AGREEMENT SHALL IMPAIR ANY RIGHT, POWER OR REMEDY OF CITY, NOR SHALL IT BE CONSTRUED AS A WAIVER OF, OR CONSENT TO, ANY BREACH OR DEFAULT. NO WAIVER OF ANY BREACH, ANY FAILURE OF A CONDITION, OR ANY RIGHT OR REMEDY UNDER THIS AGREEMENT SHALL BE (1) EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY THE PARTY MAKING THE WAIVER, (2) DEEMED TO BE A WAIVER OF, OR CONSENT TO, ANY OTHER BREACH, FAILURE OF A CONDITION, OR RIGHT OR REMEDY, OR (3) DEEMED TO CONSTITUTE A CONTINUING WAIVER UNLESS THE WRITING EXPRESSLY SO STATES.

20. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. THE ACCEPTANCE BY CONTRACTOR OF THE FINAL PAYMENT MADE UNDER THIS AGREEMENT SHALL OPERATE AS AND BE A RELEASE OF CITY FROM ALL CLAIMS AND LIABILITIES FOR COMPENSATION TO CONTRACTOR FOR ANYTHING DONE, FURNISHED OR RELATING TO CONTRACTOR'S WORK OR SERVICES. ACCEPTANCE OF PAYMENT SHALL BE ANY NEGOTIATION OF CITY'S CHECK OR THE FAILURE TO MAKE A WRITTEN EXTRA COMPENSATION CLAIM WITHIN TEN CALENDAR DAYS OF THE RECEIPT OF THAT CHECK. HOWEVER, APPROVAL OR PAYMENT BY CITY SHALL NOT CONSTITUTE, NOR BE DEEMED, A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS FOR THE ACCURACY AND COMPETENCY OF THE INFORMATION PROVIDED AND/OR WORK PERFORMED; NOR SHALL SUCH APPROVAL OR PAYMENT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY OR LIABILITY BY CITY FOR ANY DEFECT OR ERROR IN THE WORK PREPARED BY CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS.

21. CORRECTIONS. IN ADDITION TO THE ABOVE INDEMNIFICATION OBLIGATIONS, CONTRACTOR SHALL CORRECT, AT ITS EXPENSE, ALL ERRORS IN THE WORK WHICH MAY BE DISCLOSED DURING CITY'S REVIEW OF CONTRACTOR'S REPORT OR PLANS. SHOULD CONTRACTOR FAIL TO MAKE SUCH CORRECTION IN A REASONABLY TIMELY MANNER, SUCH CORRECTION MAY BE MADE BY CITY, AND THE COST THEREOF SHALL BE CHARGED TO CONTRACTOR. IN ADDITION TO ALL OTHER AVAILABLE REMEDIES, CITY MAY DEDUCT THE COST OF SUCH CORRECTION FROM ANY RETENTION AMOUNT HELD BY CITY OR MAY WITHHOLD PAYMENT OTHERWISE OWED CONTRACTOR UNDER THIS AGREEMENT UP TO THE AMOUNT OF THE COST OF CORRECTION.

22. NON-APPROPRIATION OF FUNDS. PAYMENTS TO BE MADE TO CONTRACTOR BY CITY FOR SERVICES PERFORMED WITHIN THE CURRENT FISCAL YEAR ARE WITHIN THE CURRENT FISCAL BUDGET AND WITHIN AN AVAILABLE, UNEXHAUSTED FUND. IN THE EVENT THAT CITY DOES NOT APPROPRIATE SUFFICIENT FUNDS FOR PAYMENT OF CONTRACTOR'S SERVICES BEYOND THE CURRENT FISCAL YEAR, THIS AGREEMENT SHALL COVER PAYMENT FOR CONTRACTOR'S SERVICES ONLY TO THE CONCLUSION OF THE LAST FISCAL YEAR IN WHICH CITY APPROPRIATES SUFFICIENT FUNDS AND SHALL AUTOMATICALLY TERMINATE AT THE CONCLUSION OF SUCH FISCAL YEAR.

23. EXHIBITS. EXHIBITS A AND B CONSTITUTE A PART OF THIS AGREEMENT AND ARE INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE. IF ANY INCONSISTENCY EXISTS OR ARISES BETWEEN A PROVISION OF THIS AGREEMENT AND A PROVISION OF ANY EXHIBIT, OR BETWEEN A PROVISION OF THIS AGREEMENT AND A PROVISION OF CONTRACTOR'S PROPOSAL, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL.

24. ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT. THIS AGREEMENT AND ALL EXHIBITS REFERRED TO IN THIS AGREEMENT CONSTITUTE THE FINAL, COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT AND SUPERSEDE ALL OTHER PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN UNDERSTANDINGS AND AGREEMENTS OF THE PARTIES. NO PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, NOR IS ANY PARTY RELYING ON, ANY REPRESENTATION OR WARRANTY EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED, NOR ANY PROVISION OR BREACH HEREOF WAIVED, EXCEPT IN A WRITING SIGNED BY BOTH PARTIES.

25. HEADINGS. THE HEADINGS IN THIS AGREEMENT ARE INCLUDED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT AFFECT THE INTERPRETATION OF ANY PROVISION OF THIS AGREEMENT OR ANY OF THE RIGHTS OR OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT.

26. WORD USAGE. UNLESS THE CONTEXT CLEARLY REQUIRES OTHERWISE, (A) THE WORDS "SHALL," "WILL" AND "AGREES" ARE MANDATORY AND "MAY" IS PERMISSIVE; (B) "OR" IS NOT EXCLUSIVE; AND (C) "INCLUDES" OR "INCLUDING" ARE NOT LIMITING.

27. TIME OF THE ESSENCE. TIME IS OF THE ESSENCE IN RESPECT TO ALL PROVISIONS OF THIS AGREEMENT THAT SPECIFY A TIME FOR PERFORMANCE; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT BE CONSTRUED TO LIMIT OR DEPRIVE A PARTY OF THE BENEFITS OF ANY GRACE OR USE PERIOD ALLOWED IN THIS AGREEMENT.

28. BUSINESS DAYS. "BUSINESS DAYS" MEANS DAYS MAYWOOD CITY HALL IS OPEN FOR BUSINESS.

29. GOVERNING LAW AND CHOICE OF FORUM. THIS AGREEMENT, AND ANY DISPUTE ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES TO THIS AGREEMENT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCEPT THAT ANY RULE OF CONSTRUCTION TO THE EFFECT THAT AMBIGUITIES ARE TO BE RESOLVED AGAINST THE DRAFTING PARTY SHALL NOT BE APPLIED IN INTERPRETING THIS AGREEMENT. ANY DISPUTE THAT ARISES UNDER OR RELATES TO THIS AGREEMENT

(WHETHER CONTRACT, TORT OR BOTH) SHALL BE RESOLVED IN A SUPERIOR COURT WITH GEOGRAPHIC JURISDICTION OVER THE CITY OF MAYWOOD.

30. ATTORNEYS' FEES. IN ANY LITIGATION OR OTHER PROCEEDING BY WHICH A PARTY SEEKS TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR BOTH) OR SEEKS A DECLARATION OF ANY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL ATTORNEYS' FEES, EXPERTS' FEES, AND OTHER COSTS ACTUALLY INCURRED IN CONNECTION WITH SUCH LITIGATION OR OTHER PROCEEDING, IN ADDITION TO ALL OTHER RELIEF TO WHICH THAT PARTY MAY BE ENTITLED.

31. SEVERABILITY. IF A COURT OF COMPETENT JURISDICTION HOLDS ANY PROVISION OF THIS AGREEMENT TO BE ILLEGAL, INVALID OR UNENFORCEABLE FOR ANY REASON, THE VALIDITY OF AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL NOT BE AFFECTED AND CONTINUE IN FULL FORCE AND EFFECT.

32. COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN MULTIPLE COUNTERPARTS, ALL OF WHICH SHALL BE DEEMED AN ORIGINAL, AND ALL OF WHICH WILL CONSTITUTE ONE AND THE SAME INSTRUMENT.

33. CORPORATE AUTHORITY. EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF HIS OR HER PARTY WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THAT PARTY AND THAT BY SUCH EXECUTION, THAT PARTY IS FORMALLY BOUND TO THE PROVISIONS OF THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Maywood,
a California municipal corporation

Contractor:

By: _____

Eddie De La Riva, Mayor

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

By: _____

Roxanne Diaz, City Attorney

ATTACHMENT 2

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

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

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees.

In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor’s compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

ATTACHMENT 3

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Maywood, California, hereinafter "City", has awarded to

_____ [Name of Contractor] hereinafter designated as
"Principal," a Contract for _____ within the City;

WHEREAS, said Principal is required under the terms of the Contract, which is incorporated herein, and the California Civil Code, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code;

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 firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of:

Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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

terms of the Contract Documents or to the work or specifications thereunder. Surety hereby waives notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety named herein, 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.

City Of Maywood

Landscape Maintenance Proposal

Revueltas Landscape Inc

7118 Kuhl Dr

Commerce CA 90040

562.843.8006

CA License C27-521058

Respondent

Juan Carlos Revuelta

Chief Executive Officer

562.843.8006

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A. Hello, I am the respondent

Juan Carlos Revuelta

7118 Kuhl Dr, Commerce CA 90040

562.843.8006

I intend to perform all the functions of this Request for Proposal.

I have reviewed them and understand them completely.

I am fully capable of performing all the duties indicated in this request for proposal.

A handwritten signature in black ink, appearing to read 'JCR', is written over a horizontal line.

Juan Carlos Revuelta CEO

Revueltas Landscape Inc

Experience and Qualifications

A. We are a family-owned business with twenty-four employees, well capable of completing all the duties of the request for proposal.

My company built and maintained the original Riverfront Park.

We started in Maywood, and three of our employees live in Maywood, making us able to handle any emergency almost immediately.

Our headquarters is in Commerce, our warehouse is in Bell Gardens, less than two miles from Maywood. We have twelve trucks, several large mowers and miscellaneous landscape Equipment.

We have been in business for over thirty years, we are very financially responsible, well trained and have the capacity to do the work.

B. I have over thirty years of experience in landscaping and landscape maintenance. I grew up in this industry, worked for the City of Santa Monica as a Public Works Supervisor at Palisades Park. I have a Bachelor's Degree in Accounting and Horticulture from California State University Long Beach and an MBA from University of California Los Angeles.

C. References

Nathan Holt, CFO Superintendent of Compton Unified School District.

nholt@compton.k12.ca.us 310.639.4321 x55350

Jeff Worthy. Worthy Properties Commercial Real Estate Management

jeff@anvil-construction.com 562.659.2245

Christopher Gonzalez, Facilities Management for Downey Federal Credit Union

cgonzaless@downeyfcu.org 562.274.1379

D. Qualifications of Personnel

- Alberto Martinez, Lead Supervisor, twenty years experience, expert in Irrigation, Certified Arborist.
- Saul Barajas, eighteen years experience, heavy equipment operator, certified in horticulture.
- Felipe De la Cruz, ten years experience, expert in Turf Maintenance, certificate from Rainbird Academy in Irrigation repair.
- David Mendoza, seventeen years' experience, Horticulture Training.
- Candelario Ayala, Twenty years experience.

E. Organizational chart

- Juan Carlos Revuelta CEO
- Rossy Revuelta CFO
- Alberto Martinez Operations Manager
- Saul Barajas, Lead supervisor
- Felipe De La Cruz, Machinery operator.

Twenty more employees that are excellent at landscape maintenance.

F. Landscape License C27-521058

4. Approach to Services

a. Our initial approach will be a cleanup and rebuild. We will trim every hedge, repair all turf areas, repair any irrigation that is not working correctly, apply mulch where necessary.

We need all the landscaping to be brought up to the highest standard to set the template for the landscape maintenance.

b. Our maintenance plan may evolve over time to find the most efficient way of maintaining the landscaping. We will start every week by picking up all trash and debris at all landscape areas within our scope. Next, we will mow every park, edge, trim and remove all weeds.

5. Proposed Material and Services

a. All material will be purchased from reputable vendors. Ewing irrigation, Performance Nursery and Whittier fertilizer company.

We will be available to provide all relevant materials in attachment 1.

6. Substitutions

a. Substitutions will not be necessary.

7. Conclusion

Thank you for the opportunity.

If given the chance, we will do our absolute best.

Thank you



Juan Carlos Revuelta CEO

CITY OF MAYWOOD MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of November 1, 2024 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and Revueltas Landscape Inc, a California Corporation ("Contractor"). Contractor's license number is 521058 (C27, Landscape Services); Contractor's DIR registration number is 1000441057.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as maintenance services for landscaped areas of public facilities and street medians, as described in this Agreement, the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference, and Contractor's Proposal dated September 25, 2024, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

2. Extra Work. Extra work, when ordered in writing by the City Manager or her designee and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the City. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the City, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.

3. Term. The term of this Agreement shall be from the Effective Date through November 1, 2027, unless sooner terminated pursuant to Section 13 of this Agreement or extended. Additionally, there shall be two one-year options to renew the Agreement with the mutual written consent of both parties.

4. Time of Performance.

A. Contractor will not perform any work under this Agreement until:

1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and

2) City gives Contractor a written notice to proceed.

B. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor's own risk.

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

6. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement, Said Compensation shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable).

8. In consideration of the Services rendered hereunder, City shall pay Contractor a fee not to exceed One Hundred Twenty-Four Thousand One Hundred Forty Dollars (\$124,140.00) each year during the Term of this Agreement (Compensation), in accordance with the prices as submitted in Exhibit B. In no event shall the total compensation paid Contractor exceed One Hundred Twenty-Four Thousand One Hundred Forty Dollars (\$124,140.00) yearly, which includes expenses and additional services (if any) during the term of this Agreement plus up to a 10% contingency amount for unexpected costs not included in the Compensation (Maximum Compensation). City shall not pay Contractor for any services not specified in the Services, unless the City authorizes such services in writing as set forth in this Agreement.

9. Payments.

A. Invoices. Contractor shall submit to City an invoice on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

B. Payments. City shall make payments of all undisputed invoice amounts within 30 calendar days after receipt or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

10. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit B.

11. Audit. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

12. Records and Inspections. Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment under this Agreement.

13. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Maywood Municipal Code Chapter 3 of Title 3 ("Claims and Demands") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

14. Termination. This Agreement may be terminated by City at any time with or without cause and without penalty upon 30 days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all Services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all Services rendered hereunder. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

15. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants,

attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

16. Insurance Requirements.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

17. Antitrust Claims. Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

18. Familiarity with Work.

A. By executing this Agreement, Contractor represents that it has

- 1) Thoroughly investigated and considered the scope of Services to be performed;
- 2) Carefully considered how the Services should be performed; and
- 3) Understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

B. If Services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the Services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the Services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

19. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City.

20. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply in all respects with all

applicable provisions of the California Labor Code, including those set forth in Exhibit C, attached hereto and incorporated herein by this reference.

21. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

22. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any individual, employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all state statutes and local ordinances and regulations.

23. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7.

24. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

25. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

26. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

27. Payment Bond: ☒ **REQUIRED** – or – ☐ **NOT REQUIRED**

Contractor shall obtain a payment bond in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto as Exhibit D and incorporated herein by this reference.

28. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

29. Warranty.

Contractor warrants that the work, including equipment and materials, shall conform to professional standards of care and practice in effect at the time the work is performed. Work shall be of the highest quality, and be free from all faults, defects, or errors. Whenever required by the specifications of the RFP, the Contractor warrants that all equipment and materials provided shall be new. All equipment and materials provided by the Contractor shall be merchantable and fit for the purpose intended.

Contractor shall warrant all labor and materials for a period of one (1) year from completion of work. The Contractor shall correct such fault, defect, or error, at no additional cost to the City. If Contractor fails to correct the problem under the warranty within a reasonable time, the City may elect to have the work performed by someone else. Contractor shall refund to the City, the charge paid to another contractor, which is attributable to such portions of the faulty, defective or incorrect work. Contractor shall be liable for secondary, incidental, or consequential damages of any nature resulting from any work performed under this Agreement.

30. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

31. Third Party Claims. City shall have the discretion and full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

32. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation,

without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

33. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the parties to this Agreement and no other person or entity may have or acquire a right by virtue of this Agreement.

34. Non-Appropriation of Funds. Payments to be made to Contractor by City for Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's Services beyond the current fiscal year, this Agreement shall cover payment for Contractor's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

35. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

36. Attorneys' Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.

37. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

38. Time is of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

39. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.

40. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

41. Construction. 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 this Agreement.

42. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions 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 City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

43. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

City Manager
City of Maywood
4319 Slauson Avenue
Maywood, CA 90270

To Contractor:

Revueltas Landscape Inc.
Juan Carlos Revueltas, Chief Executive Officer
7118 Kuhl Drive
Commerce CA 90040

44. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

45. Corporate Authority. The persons executing this Agreement on behalf of Contractor warrant and represent that they have the authority to execute this Agreement

on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

46. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF MAYWOOD:

CONTRACTOR: REVUELTAS
LANDSCAPE INC.

By: _____
Eduardo De La Riva, Mayor

By: _____

ATTEST:

Printed Name: _____

Title: _____

By: _____
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A
Scope of Work

EXHIBIT A

SCOPE OF SERVICES

SECTION A-IRRIGATION SYSTEM

A-1. Our intent is to have the water used to irrigate the areas included in this contract managed by the Contractor. A fulltime Irrigator, with knowledge of system operation and repair is required for each "Service Level" of this bid. Maintenance of all areas for proper moisture levels based on the turf and/or plants needs at different times of the year. All irrigation system maintenance shall be performed to insure plant health and vigor.

a. The entire irrigation system to include all components from connection at the meters to the sprinklers shall be maintained in an operational state at all times. Contractor is required to notify City of major component failures within twenty-four (24) hours of occurrence.

b. Contractual irrigation systems inspections, adjustments and repairs shall include valves, electrical circuiting to valves, filter and filter screen cleaning main line maintenance, lateral line maintenance, sprinkler head height, nozzle spray pattern, nozzle cleaning and replacement, bubbler head adjustment, flush valve repair, cleaning and replacement, tree well repair; and drip emitter cleaning, replacement, and removal and plugging if plant is not to be replaced.

c. The contractor shall maintain a log of current sprinkler station times. A copy of the log shall be given to the Contract Administrator after routine inspection. The log shall include, but is not limited to:

1. Controller location
2. Scheduled days to run
3. Start times
4. Station location
5. Each station's run time
6. End time
7. Contractor's employee initial and date

d. Non-contractual irrigation repairs shall be approved first by the City. Parts will be billed at "cost plus 15%" or, at City's discretion. All billings to the City shall be

accompanied with an itemized invoice describing labor hours at the contract rate, materials costs with copies of material invoices from the suppliers(s), the location, date and time of the repair, and a work description of the repair. Each repair shall be billed separately.

e. All irrigation systems shall be tested, adjusted, and cleaned as often as necessary to guarantee proper moisture levels at all times. A schedule shall be submitted at the start of the contract showing the location, day of week and time of day that each system will be tested. Any changes shall be submitted for approval prior to enactment. Contractor will be responsible for damages and costs due to under-watering and over-watering. Irrigation systems are to be adjusted as often as necessary to assure:

1. Adequate coverage of all landscape areas
2. Prevent excessive runoff and/or erosion.
3. Prevent watering of all non-vegetative areas

f. The contractor shall maintain a reasonable inventory of commonly required repair parts on the service vehicle(s) in order to facilitate prompt irrigation system repairs.

g. All malfunctioning controllers, quick couplers, automatic valves and sprinkler heads must be repaired within eight (8) hours following identification and verbal notification to the City's Contract Administrator of the cost for the repair. All replacements shall be with the original type and model materials unless a substitute is approved by the Contract Administrator.

h. Contractor employees shall Report and flag all water leaks and/or system malfunctions to the irrigator for immediate repair.

i. The Contractor shall immediately turn off irrigation systems during periods of rainfall and at times when suspension or irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.

j. Washout from irrigation failure issues onto sidewalks, pavement and/or into right-of-way shall be addressed in conjunction with repairs to the irrigation. Erosion and/or damages to the landscape shall be similarly addressed in conjunction with the repair.

SECTION B-TURFGRASS MAINTENANCE

B-1. All turf areas are to be mowed to maintain a consistent turf height of 1 inch except in specific areas where it must be maintained shorter. The height of cutting shall be maintained consistently to prevent scalping or burn. The mowing height shall be appropriate to the turf species. In normal circumstances the grass cutting need not be

removed, but, when an inordinate amount of cut grass is evident, removal may be requested. Divots, ruts, holes and depressions found in turf shall be remedied immediately. Mowing patterns shall be alternated to avoid creating ruts and compaction.

All lawn edges along sidewalks and curbs shall be edged before each mowing as required for appearance. Edging shall be performed with a blade type mechanical edger or Line trimmer. The cut edge should appear as a clean, straight line. A monofilament line trimmer shall be used to trim around obstacles within the lawn area. Care shall be taken to insure that the bark of trees and shrubs are not damaged or stripped by the line trimmer. Lawn sprinkler heads shall only be edged to allow for proper distribution of water.

B-2. All turf areas are to be aerified by removing ½" diameter cores, not more than 6" apart and to a depth of 6 inches in the month of March and additional times if required by Level of Service. This shall be considered a specialty-type item, requiring a written schedule of the aeration process to the Contract Administrator before work commences.

B-3. A complete, chemical fertilizer shall be applied according to Level of Service to all turf areas with each application providing one pound of actual Nitrogen for each 1,000 square feet. Turf fertilizer applications for all locations will be in January. Fertilizer application will require prior notification of the Contract Administrator. Pre-emergent herbicide combination may be necessary from late February/early March depending on rainfall and weather.

B-4. City will determine date for the reduction of water. Begin by lowering the height of turf during scheduled weekly mowing (approximately 3 weeks before final cut). One week before the final cut reduce the water to minimum in the turf areas. Cut turf to a height of ½" or lower but do not allow blades to disturb soil. All grass clippings generated from this process will be vacuumed, swept or raked after each cut. No debris will be allowed to "stockpile". A light irrigation syringe will be applied before the final cut to keep the dust levels to a minimum per the Coachella Valley Association of Governments (CVAG) smart seeding guidelines. Actual dates for the scalping will be determined in the field with the Contract Administrator. Schedule will vary due to scheduled field use, condition of fields, and the actual mowing height needed to ensure seed to soil contact.

- a. The Contractor will request the Contractor Administrator to perform an inspection of the fields before rye seed is applied. The City will verify proper renovation and aeration (if applicable).
- b. The Contractor shall repair and replace at company expense any irrigation that was damaged or otherwise impacted by the scalping and subsequent clean up.

- c. The scalping process shall be fully completed and approved by the Contract Administrator by the date as agreed upon in scheduling process before any seed may be applied. The Contractor shall supply the seed. **The application rate for the seed shall be a minimum of 15 lbs./1000 sq. ft.**
- d. Contractor is responsible for the order, purchase, acquisition, delivery, storage and disbursement of Rye seed.
- e. Contractor will monitor the irrigation to ensure proper coverage for rye grass germination. The Contractor is responsible for notifying the City of any problems with the irrigation system immediately.

SECTION C-PLANT CARE

C-1. All shrubs shall be selectively pruned as to maintain natural form. No hedging or shearing will be permitted, unless authorized. Dead branches and foliage shall be removed, as thinning cuts, as opposed to rounding the plant by tipping. When pruning shrubs that show evidence of disease; disinfect pruning equipment between jobs. Where disease is severe, disinfect pruning equipment in between cuts. Dead flower stalks shall be pruned from plants at the conclusion of flowering. If plants (such as agaves) die after flowering, Contractor will remove the entire plant and, if needed, shall repair the irrigation and backfill the hole. Major shrub pruning will take place at the optimum time for each plant and minor adjustments made as often as necessary to prevent sidewalk, street and sign obstruction. Many perennials, grasses, and shrubs need to be cut back severely to control size and to look their best. This is often done just prior to the new spring growth surge. The Landscape Contractor shall render renewal pruning at appropriate times. For proper plant care follow the recommendations in Pruning, Planting & Care by Eric A. Johnson, published by Ironwood Press.

C-2. Hedging is **Only When authorized**. Rows of shrubbery shall be maintained as a hedge. Hedges shall be trimmed with mechanical hedge trimmers to maintain uniformity on all accessible sides. Hedges shall not be cut back to leafless, woody, growth, unless directed by the City.

C-3. Groundcovers may not be trimmed with hedge shears or mechanical edgers. Hand pruners are to be used so that the appearance is as natural as possible.

C-4. Any plant material that dies for any reason other than as a result of vandalism must be replaced with like size, number and species within 5 working days.

C-5. Civic Center annuals are to be changed out for summer and again for winter as directed by the Parks and Facilities Project Coordinator.

SECTION D-TREE CARE

D-1. The Contractor is only responsible for tree work under 15 feet in height for safety and sucker control only. Palm trees less than fifteen feet in height are the responsibility of the Contractor. All other tree pruning will be pruned under a separate contract, including palm trees. Dead palm fronds and seedpods however, shall be removed from trees less than 15 feet as they appear.

a. Trees shall be pruned as needed to remove broken or diseased branches, or for traffic and pedestrian safety. Sidewalk clearance will be eight feet and vehicular clearance 14 feet from grade. Trees must be maintained at seven (7) feet from playground equipment. Any broken, structurally unsound or detached limb is considered a hazard. Suckers will be removed as they appear.

b. When pruning trees that show evidence of disease; disinfect pruning equipment between jobs. Where disease is severe, disinfect pruning equipment in between cuts.

c. Any tree trimming performed at the request of the City shall be consistent with the current and applicable International Society of Arboriculture (ISA) guidelines, the American National Standards Institute (ANSI) standards to promote proper form, strength, health, and appearance consistent with the intended use. No trimming will be conducted without onsite inspection of City staff.

d. The Contractor shall be responsible for all tree staking. Ties will be monitored to prevent girdling. Remove ties and stakes as directed by the City. Broken stakes are to be removed and if appropriate, replaced. Stakes should not remain on the trees longer than 6 months. If the tree cannot stand upright once stakes are removed, the City will then determine whether or not to replace the stakes or remove the tree.

e. The Contractor shall be held responsible for any damages done to trees due to poor management and/or maintenance practices.

f. Any trees broken or damaged as a direct result of storm damage, wind, accident or vandalism shall be pruned and/or removed within 24 hours of notification and may be considered an Extra to the Contract. Any debris or low tree limbs blocking roadways, stop signs or parking areas shall be removed within one hour of notification to Contractor.

g. Failure(s) of any kind with regard a tree shall be reported immediately to a City arborist.

SECTION E-ISLAND AND MEDIAN MAINTENANCE

E-1. Specifics throughout the scope of work shall apply to Island and median maintenance. The City of Maywood Islands and medians are as diverse as its parkways and are to be maintained to a safe, clean, pleasing and desirable appearance. Care shall be taken so that plants do not become line of sight barriers, shrubbery and trees do not encroach into the right-of-way, traffic signs, markings and signals are never obstructed, ground covers do not extend past curb, trash and debris is removed on the frequency basis per contract, abandoned shopping carts are taken to a safe zone with the City of Maywood Code Enforcement notified, and weeds in planter and hardscape are controlled and eliminated.

SECTION F-WEED ABATEMENT

F-1. All areas are to be kept in a weed free condition at all times. Chemical control for any unwanted vegetation may be applied on an as-needed basis. Weeds growing in cracks on sidewalks, streets, or gutters adjacent to areas covered in this contract must be controlled with herbicides. Pre-emergent may be applied as needed. All chemical applications shall be done by a licensed applicator in accordance with all applicable Federal, State, and County laws and regulations.

SECTION G-INSECT, PEST, AND RODENT CONTROL

G-1. For safety reasons, sidewalks, decomposed granite pathways, parkways, playground safety surfaces, picnic areas, hardscape, turf and planter areas shall be inspected for the presence of insects, pests and rodents. The elimination of mounding and holes generated by insects, pests and rodents shall be included in the scope of services.

SECTION H-HARDSCAPE AND PATHWAY MAINTENANCE

H-1. Hardscape/pathway maintenance is defined to include the maintenance of any sidewalk, pathway, or concrete surface under the care of the Contractor to include the removal and disposal of dirt, mud, trash and debris and the maintenance of proper grades.

H-2. Hardscape shall be maintained so as to be free of debris. All debris shall be removed from the site and disposed of at the end of each day at a location the Contractor shall disclose to the City.

H-3. At no time shall any irrigation apparatus under the care of the Contractor be

adjusted to spray upon, or flood, any hardscape element or pathway.

H-4. Decomposed granite and dirt pathways shall be maintained to be free of debris, ruts and depressions.

H-5. Pathways eroded by rain shall be restored and graded within one business day of the conclusion of inclement weather. Contractor shall use displaced materials in the restoration of eroded pathways.

H-6. The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

H-7. The Contractor shall report, in writing, any condition that presents a trip hazard to Pedestrians on any hardscape element under the care of the Contractor to the General Parks Maintenance Supervisor or designated representative.

SECTION I-TRASH PICK-UP AND TRASH CAN MAINTENANCE

I-1. Contractor shall remove trash, debris, animal feces, and dead plant material from parkways. Turf areas, hardscapes, pathways, medians, tot-lots, gutters, and retention areas by Level of Service frequency.

I-2. Trash receptacles shall be emptied and relined by Level of Service frequency. Trash receptacle cover lids shall be wiped clean in conjunction with the servicing.

I-3. Following a storm event, water retention basins shall be serviced for trash and debris clean-up as soon as the water recedes. Parkways. Turf areas, hardscapes, pathways, medians, tot-lots shall be inspected after a storm event for removal of trash, debris, and dead plant material.

SECTION J-AMENITY CARE

J-1. The City requires that each tot-lot be examined and any unwanted material removed. Wood chip is to be raked and care taken to assure an even dispersion of the chip. Weeds shall be removed immediately. Pour-in-place surfacing is to be blown. In the event of a flooding that displaces wood chip, the displaced chip shall be gathered, cleaned of any unwanted material, and redistributed to the tot-lot.

J-2. Tables and bench amenities within District retention basins and common areas must be cleaned of soiling from spills, food, dirt and grime. Hardscape surfaces associating with amenities shall be similarly cleaned.

J-3. Pet Waste Stations located in District retention basins and common areas are to be serviced. The Contractor shall provide pet waste bags and trash liners for pet station receptacles and waste containers.

PARKING

The City of Maywood will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract, on preauthorized specific jobs. The vendor will hold the City Maywood harmless and release the City of liability I the result of theft or vandalism. Should a site not be available, then the vendor may park on City right-of-way near the project area(s).

INVOICES

Contractor shall be required to submit invoices via U.S. Postal Service, email and via work order system on a monthly basis. The invoice must reflect activity in a bi-weekly breakdown, i.e. 1st - 15th, 15th - end of month. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

INSPECTIONS

The City of Maywood or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

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:

- Defective or inadequate work not corrected.
- Claims filed, or reasonable evidence indicating probable filing of claims.
- A reasonable doubt that the contract can be completed for the balance unpaid.

1) MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

- a. The City may modify these specifications with the joint approval of the Contractor, the City Manager, and the Public Works Superintendent. All modifications shall be in writing.

- b. In the event that the City of Maywood should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
- c. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
- d. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
- e. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

EXHIBIT B
Contractor's Proposal

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

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

9. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

10. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be

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

12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

EXHIBIT D
PAYMENT BOND
(LABOR AND MATERIALS)

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), State of California, has awarded to
_____ ("Principal") a contract (the "Contract") for
_____.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two 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.

Dated: _____

“Principal”

“Surety”

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. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Revueltas Landscape Inc

7118 Kuhl Drive

Commerce CA 90040

562.843.8006

Detailed Cost Proposal for City of Maywood

Cost Proposal

Location	Monthly Rate	Annual Rate
Atlantic Blvd Medians	\$1,850	\$22,200
Benito Juarez Park	\$300	\$3,600
City Hall Complex	\$800	\$9,600
Maywood Boxing Club	\$390	\$4,680
Maywood Park	\$1,200	\$14,400
Pine Ave Park	\$385	\$4,620
Pixley Park	\$795	\$9,540
Riverfront Park	\$2,150	\$25,800
Slauson Ave Medians Los Angeles River-Downey Rd	\$2,000	\$24,000
Slauson Ave Medians Los Angeles river- Alamo Ave	\$475	\$5,700
Total	\$10,345	\$124,140

The price is for full-service landscaping. Including plant replacement, irrigation repairs, aeration, fertilizer, mulching. Unless costs exceed \$500 per incident such as emergency mainline break, large falling trees, etc.

City Of Maywood RFP

Cost of Additional Services

Standard repairs	Broken Valves, Sprinklers, damaged, plant material	Included in Monthly price Up to \$500 Allowance
Emergency services done by Lead foreman.	Major irrigation repair, Fallen Tree, Off hours work.	\$75/ Hr
Emergency Services Helpers rate	Major irrigation repair, Fallen Tree, Off hours work.	\$50/ Hr
Emergency services Supervisor Rate	Major irrigation repair, Fallen Tree, Off hours work.	No Additional charge
Emergency Services Heavy equipment	Skid Steer Wood Chipper Dump Truck Misc Irrigation equipment	\$100/ Hr

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: October 23, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: JERRY GOMEZ, PUBLIC WORKS SUPERINTENDENT

SUBJECT: CONSIDERATION OF AWARD OF A CITYWIDE TREE MAINTENANCE AND EMERGENCY RESPONSE SERVICES AGREEMENT WITH WEST COAST ARBORIST, INC. IN A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$176,145.93

RECOMMENDATION:

It is recommended that the City Council approve a City-wide Tree Maintenance and Emergency Response Service agreement with West Coast Arborist, INC. for a three-year term with two one-year optional extensions in the form approved by the City Attorney.

BACKGROUND:

The City's Tree Maintenance and Emergency Response Service agreement with NorthStar Land Care ended September 1, 2024. The City entered into an agreement for two additional months of coverage with NorthStar Land Care, ending on November 1, 2024. The City completed the full term of the agreement which consist of three-year term with two one-year extension with NorthStar Land Care. NorthStar Land Care provided Tree Maintenance and Emergency Response Services at the amount of \$249,400.00 over the three (3) year term of the Agreement.

DISCUSSION:

On July 25, 2024, City staff released the Request for Proposals (RFP) for Tree Maintenance and Emergency Response Services. A total of five tree trimming contractors submitted bids.

Contractors	Grid Trimming (Per Tree)	Tree and Stump Removal (Per Inch Diameter)	Emergency Response (Outside Work Hrs)
West Coast Arborists, Inc	\$75.00	\$54.00	\$390.00
NorthStar Land Care	\$82.00	\$55.00	\$366.00
United Pacific Services, Inc	\$82.00	\$45.00	\$375.00
Great Scott Tree Services Inc	\$99.00	\$55.00	\$360.00
Golden West Arbor Services, Inc	\$650.00	\$750.00	\$850.00

Upon review of proposals, staff recommends moving forward with West Coast Arborists, Inc. West Coast Arborists, Inc. has provided services to the City prior to the NorthStar Land Care contract, going back as far as 2000. West Coast Arborist, Inc. met and completed the criteria's set in the Request for Proposal (RFP). West Coast Arborists, Inc. provided its organization information, references, approach of work, and licenses, Class C61 (Tree Maintenance), C27 (Landscape Services), C49 (Tree and Palm), C31 (Traffic Control) as required.

West Coast Arborists, Inc. has a track record of working for more than 350 California and Arizona municipalities. West Coast Arborists, Inc. currently employs over 50 certified arborists and over 155 certified tree workers, as recognized by the International Society of Arboriculture. West Coast Arborists, Inc. is experienced in tree maintenance and fully capable of trimming the City's trees. The entire City tree inventory (2317 trees) is recommended to be trimmed at a grid trim rate of \$75.00 per tree. It is recommended to trim the City by a grid system due to budget and limited parking within the City. West Coast Arborist, Inc. provides a professionalism that is necessary to deal with the wide range of species of trees within the City. West Coast Arborist, Inc will update the City's tree inventory. The updated initial inventory list is at no cost to the City.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The first year Tree Maintenance Service is budgeted in the General Fund (Fund 100) of \$44,700 and Gas Tax Fund (Fund 212) included with other contractual services of \$250,000. The charges will be allocated to an 80% Gas Tax Fund and 20% General Fund. The proposed yearly cost plus a 5% increase after year one for Tree Maintenance Services and Emergency Response Services is \$44,700 the first year, \$46,935 the second year, and \$49,281.75 the third year. For three years at a cost amount of \$140,916.75.

An additional 25% contingency per year is recommended for additional services as needed by the City. The proposed 25% contingency per year will be \$11,175 for the first year, \$11,733.75 for the second year, and \$12,320.43 for the third year. The annual service costs, including the contingencies, are as follows: \$55,875 first year; \$58,668.75 second year; \$61,602.19 third year and not to exceed \$176,145.93 over the three-year initial term.

Based on the first year Tree Maintenance Service costs of \$55,875 compared to the budgeted amount in FY2024-25, staff does not anticipate additional appropriation needed.

ATTACHMENT(S)

1. Tree Maintenance and Emergency Response Services - RFP
2. WCA Technical Proposal Maywood Tree Maintenance & Emergency Svcs
3. Maywood- Template Maintenance Services Agreement (w_ Prevailing Wage)
4. EXHIBIT B - Cost Proposal



City of Maywood
Request for Proposals
for
Tree Maintenance and Emergency Response
Services

PROPOSALS MUST BE RECEIVED NO LATER THAN **4:00 PM,**
August 15, 2024, AND SHALL BE SUBMITTED IN
SEARCHABLE PDF FORMAT ON THE CITY'S PORTAL ON
PLANETBIDS AT THE FOLLOWING WEBSITE:

<https://pbsystem.planetbids.com/portal/64496/portal-home>

Date of Issuance: July 25, 2024

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I. PURPOSE

The City of Maywood is seeking proposals from qualified Contractors to provide the City annual services of tree maintenance and emergency response service as needed. The City desires to enter into an Agreement for three (3) years, with two (2) optional one-year extensions.

All interested Contractors shall demonstrate that they have sufficient, readily available resources in the form of trained personnel, support services, equipment, and financial resources to carry out the work without delay or shortcomings.

The City of Maywood will not be liable for costs incurred by the Contractor's incidentals for the preparation of proposals or other responses associated with the proposals, if required. All work and/or performed services will be subject to prevailing wage and related requirements.

Responses must conform to the requirements of this Request for Proposal (RFP). The City reserves the right to waive any irregularity, informality, or error in any proposal or in the RFP process or reject any proposal which does not comply to this RFP. Modifications to the RFP, including but not limited to the scope of work and services, can be made only by written addendum issued by the City. The successful proposer will be required to enter into an Agreement for Contract Services with the City (Attachment "1"). By submitting a proposal, the proposer agrees to all of the terms of the RFP and Agreement.

II. BACKGROUND

The City of Maywood is issuing this Request for Proposals (RFP) for tree trimming and maintaining of the City's 2317 public trees spread across 1.1 square miles within the city boundaries. Majority of the City's public trees are concentrated within the City's sidewalk parkways. The remainder of the City's public trees are within City owned properties/facilities, medians, and City parks.

III. GENERAL REQUIREMENTS

Contractors wishing to have their bid proposals considered for this project shall submit a statement of firm's qualifications applicable to this project, including the following as a minimum:

- State of California Contractor's License number and expiration date, C-27 & C61/D-49 and any other applicable licenses.
- Names, staff qualifications and proposed duties of staff to be assigned to this project. The Contractor shall identify at least two (2) ISA Certified Arborists who will be responsible for providing project management for the duration of any Service Agreement, as well as a full-time English speaking Site Supervisor, who is an ISA Certified Arborists, capable of

communicating with any City representative and be authorized to act on behalf of the firm.

- List of staff qualifications including but not limited to:
 - a. All Certified Arborists employed by the firm.
 - b. All Certified Utility Arborists employed by the firm.
 - c. All Certified Tree workers employed by the firm.
 - d. All Certified Urban Foresters and/or Municipal Arborists employed by the firm.
 - e. All Utility Line Clearance Tree workers employed by the firm.
 - f. California State Licensed Pest Control Advisor and Applicator employed by the firm.
 - g. American Society of Consulting Arborists (ASCA) Registered Consulting Arborist employed by the firm to consult on tree health issues.
 - h. Technicians providing technical support for inventory software.
 - i. Traffic Control Design Specialist(s) and Traffic Control Technician(s) in accordance with the American Traffic Safety Services Association (ATSSA) and Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways.
- References
 - a. List of past Municipality contracted with and number of years of service.
- Corporate Capability
 - a. Affirmative Statement of Compliance with indemnity and insurance.
 - b. Insurance Requirements Vendor will provide Certificate of Insurance(s) for Professional Liability, Commercial General Liability, Auto Liability, and Workers' Compensation as stated in the City's standard terms and conditions.
 - c. All required licensing to complete job.
- Services to be Performed
- Equipment
 - a. A complete list of machinery and equipment, including year, serial number, and license number, to be used for this project and all available equipment in reserve to allow for breakdowns.
- Information Management
 - a. A written description of the proposed software program to be used to manage the City's Tree Inventory.
 - b. Firm's ability to provide accurate inventory updates for all trees serviced.
 - c. A statement describing the firm's ability to provide data for the City's Geographic Information System (GIS).
- Quality Control Plan
 - a. A written description of the firm's plan to report green waste generated and the method for its disposal.
 - b. A written description of methodology to be used for notifying residents prior to commencement of tree work. (Door hangers are permitted in the City.)

- c. The methodology in which the firm will handle complaints from the public and damage to public and private property.
 - d. Effective means to correct problems.
- Employee Training
 - a. A written description of the firm's internal tree maintenance and arboricultural training program.
- Schedule of Compensation

The City of Maywood hereby notifies all firms that it will affirmatively insure that in any contract entered into pursuant to this invitation, the City will not discriminate against any firm on the grounds of race, color, sex, or national origin in consideration for the award. All persons responding to this invitation shall be aware that their proposals are deemed public records and may be subject to disclosure upon request. The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the proposals received.

The City shall select an Individual/Consultant based on a combination of factors, such as: responsiveness and comprehensiveness of the Proposer with respect to this Request for Proposals (RFP); technical background and experience; the number and nature of exceptions taken to the agreement (Attachment 1); previous work performed for other public agencies; information obtained from references; and cost, in addition, the following factors will be considered:

- a. Completeness of the proposal and ability of the Proposer to comply with the mandatory requirements proposed under this RFP.
- b. Whether the Contractor has the financial resources and facilities to perform or provide the required services promptly, or within the time specified without delay or interference.
- c. Experience implementing similar programs and projects.
- d. Recommendations from prior clients and record of performance on previous contracts or services.
- e. Cost reasonableness
- f. The City is not liable for any expenses incurred by any proposer prior to issuing the contract.
- g. The submittal should be typed and as brief as possible while adequately describing the qualifications of the Contractor.
- h. Proposals are to be submitted in the same envelope, clearly marked with the Contractor name, address and phone number. Only one proposal per Contractor will be considered.
- i. All work product generated by the Agreement will be owned by the City.

IV. SCOPE OF SERVICES

The City of Maywood is seeking proposals from qualified Contractors to provide annual services of tree maintenance and emergency response service as needed, within the

City's Community. The scope of work provided in this RFP shall be used as a guideline; however, it is the Contractor's responsibility to provide all necessary services to ensure the services are completed efficiently and in full compliance with applicable procedures and standards. The scope of work for the project includes providing all necessary services to perform and complete the proposed tree maintenance work thoroughly and professionally, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner meeting the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:

1. Tree pruning	12. Palm crown/nut trimming and shaping
2. Tree removal	13. Root pruning
3. Tree planting	14. Specialty equipment rental
4. Crew rental	15. Arborist services/inspection
5. Emergency response	16. Foliar and pesticide treatments
6. Line clearance pruning	17. Additional work
7. Clearance pruning	18. Data entry
8. Grid pruning program	19. Webpage development
9. Tree watering	20. GPS Tree inventory
10. Small tree care	21. Online maintenance access*
11. Palm trunk skinning	

*Online maintenance is defined as Internet access to an Urban Forestry Management tool that includes work order tracking, ability to send work requests including but not limited to pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, job balance and GPS accessibility (if applicable).

1) ANNUAL PRUNING PROGRAM

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned once every other year. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower, certain Palm tree specimens). Service request pruning or pruning to reduce and/or pruning to restore will fall under Crew Rental.

2) TREE INVENTORY/GPS REQUIREMENT

The Contractor will provide the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, invoice records, service requests, summary reports and pictures of City tree species. The Contractor shall provide

software support to the City for the entire term of the contract. The Contractor may be asked to provide the City with recommendations for tree maintenance, and recommended removals. Attributes to be collected by field personnel for inventory purposes may include Address, Street, Facility, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size and type.

3) GPS TREE INVENTORY DETAIL

Provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces. This includes but is not limited to all publicly owned trees on street rights-of-way, sidewalk parkways, City Parks, City owned properties/facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. Within the first 90 days of the project contract, the City will receive a complete listing of all sites inventoried, both in hard copy, digital and flash drive, which will enable you to connect the inventory to the City's GIS program and create various frequency reports. 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. Contractor shall be required to create an ESRI ArcView/ArcGIS or equivalent, compatible "shape file". The new 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.) The consultant's tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. Minimum accuracy shall be not more than one (1) meter.

EXPERIENCE

The Contractor shall have at a minimum five (5) years' experience in collecting tree inventories and technical expertise developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The Contractor shall have developed a complete and comprehensive computer software program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to our needs. The user- friendly program should allow customers to generate a variety of reports quickly.

SCOPE OF WORK

City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance, and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

• Tree Number	• City District/UGrid/LLDs/Parks/R-Areas/Residential
• Street	• Location by Address
• Location by GIS	• Species by botanical name & common name
• Tree diameter (DBH)	• Tree height
• Recommended Maintenance Classification	• Existing overhead Utilities
• Parkway Size	• Parkway Type
• Sidewalk damage	• Technical Support and Maintenance

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 rapidly with experienced staff available to the City during the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

1) PROJECT SPECIAL PROVISIONS

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 Maywood 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 person employed by them and working under this contract.

2) WORK QUALITY

All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, 2133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018. The City of Maywood shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default if they consistently fail to comply with the aforementioned standards.

3) TRAFFIC SAFETY

Contractor shall be required to provide all necessary traffic control, in accordance with the American Traffic Safety Services Association (ATSSA) and Manual on Uniform Traffic Control Devices (MUTCD), during the course of regular maintenance work and emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

4) WORK STANDARDS

Limbs one inch (1 ") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1 ') to two feet (2') from the crotch. The undercut should be at least one-third (1/3) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches (3 ½) or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City of Maywood. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis. 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.

- a. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- b. Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.
- c. Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
- d. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English-speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. 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.
- e. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance

with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert **(USA)**.

- f. No hooks, gaffs, spurs or climbers will be used for anything other than removals.
- g. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- h. When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be disinfected after each cut with alcohol or bleach.
- i. Topping shall not be done unless specifically requested by the City.
- j. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- k. Cut 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 fifteen (20%) percent but no more than thirty (40%) percent.
- l. 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.
- m. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- n. 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.
- o. Dead and/or dying trees, engulfed with fungus, sick, damaged, diseased or insect infested shall be brought to the City's attention. Based on the Contractor's recommendation, the City will approve or disapprove removal of the tree. Contractor shall remove the tree and roots completely upon City approval.

5) PRUNING FOR TRAFFIC CLEARANCES

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under

"Pruning to Raise." Clearance trims shall be performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City of Maywood and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and fourteen feet (14') over the curb line and nine feet (9') over the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

6) PRUNING OF PALM TREES

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters, and other vegetation from the trunks of all palms in accordance the following:

- a. The use of climbing spurs or spike shoes for the purpose of climbing Palm trees is prohibited, unless specifically approved by the City of Maywood. The Contractor shall be required to use a boom or bucket truck, with sufficient height to reach the crown for the purpose of pruning City palm trees.
- b. Palm Skinning - Dead fronds, and parts thereof,
- c. including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" - 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.
- d. Canary Palm pine/nut trimming and shaping (additional service and cost) shall be directed by the Public Works Superintendent or his authorized representative. This trimming is for both safety and aesthetic purposes. A symmetrical shape and pleasing appearance typical of the species is desired.

7) SERVICE REQUEST TREE PRUNING

Trees that need service prior to their scheduled grid trim for aesthetic shall be trimmed within one week of notification by the City to the Contractor. Trees designated for aesthetic trimming shall be trimmed, shaped, and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fifteen (14') feet over the roadway and nine (9') feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic

control devices, traffic signs, and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance. The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly.

8) TREE REMOVALS

Trees that are candidates for removal, shall be identified and marked by the Contractor. The Contractor shall notify the City of candidates for removal. The City can also notify the Contractor of candidates for removal. The Contractor shall also notify the homeowner of the up-and-coming removal work. Contractor bears sole responsibility for this task. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment or require the need for a crane or a boom/bucket truck over seventy-five (75') feet would fall under Crew Rental rates. The City of Maywood shall make the final determination to remove. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of the Public Works Superintendent. No wood shall be left along public right-of-way unless approved by the Public Works Superintendent or his authorized representative. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, 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 covered while transported and hauled to the disposal site during the workday.

The Contractor is responsible for marking trees so that they are easily identifiable by Underground Service Alert. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1 ½) feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

9) TREE PLANTING

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- a. Contractor shall provide all equipment, labor, and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- b. The Contractor shall be responsible for marking locations based off the City's recommendation and the Contractor will notify Underground Service Alert (USA) prior to planting.
- c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- d. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
- e. Backfill material should be native soil. Eliminate all air pockets while back filling the planting pit by watering the soil as it's put into the hole.
- f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- g. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1 ½) inch diameter. Tree ties shall be placed at one third (1/3) and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- h. Trunk protectors such as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after

planting.

- i. 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 redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- j. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- k. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI 260.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

10) CREW RENTAL

The standard crew is three men, one chipper truck, one chipper, one boom/ bucket truck and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, hanging banners, hanging Holiday lighting/decorations, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

11) EMERGENCY RESPONSE

The Contractor shall be required to provide emergency, on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time (24/7). The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control, in accordance with the American Traffic Safety Services Association (ATSSA) and Manual on Uniform Traffic Control Devices (MUTCD), during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the

Contractor shall be required to notify the responsible utility company. Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

12) LINE CLEARANCE PRUNING

During the course of this contract the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment, and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations, and orders. The manager overseeing the project shall be a Certified Utility Specialist and the persons completing the work shall be Line Clearance Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in, or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

13) TREE WATERING

Watering is performed by a one man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger.

14) SMALL TREE CARE

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

15) ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

16) TRAFFIC CONTROL

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employee staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA), and

Manual on Uniform Traffic Control Devices (MUTCD). Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use, furthermore, the City may require a Traffic delineation and safety plan to be submitted on selected jobs. Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety. Illuminated ATSSA approved equipment may be required in low light situations including, but not limited to: dawn, dusk, low light, rain, snow, evening, night if these situations present themselves on a daily work flow basis, or on emergency responses. All such determinations shall be made by the above mentioned Traffic Control Design Specialist, and then approved by the appropriate City Public Works Department Staff.

17) PUBLIC NOTICE OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers. City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

18) WORK SITE CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street overnight. Contractor's equipment may be stored overnight, with advance approval, in the City Yard, or on other designated City Property. However, the City will not be responsible for security of Contractor's equipment.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned. The Public Works Superintendent or his authorized representative, shall be the sole judge as to the adequacy of the clean-up.

19) DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with CA Assembly Bill 939.

- Greenwaste Recycling Report : Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the Contract Officer on a monthly basis.

- Wood Chips: Chips generated from pruning operations within the City of Maywood may first be dumped at a City designated site. At the direction of the Contract Officer or his authorized representative, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. When pre-authorized, these chips shall be dumped in specified locations in the City.
- Milling (additional service & cost): At the direction of the Contract Officer, and/or Public Works Coordinator, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

20) PARKING

The City of Maywood will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract, on preauthorized specific jobs. The vendor will hold the City of Maywood harmless and release the City of liability for the result of theft or vandalism. Should a site not be available, then the vendor may park on City right-of-way near the project area(s).

21) INVOICES

Contractor shall be required to submit invoices via U.S. Postal Service, email and via work order system on a monthly basis. The invoice must reflect activity in a bi-weekly breakdown, i.e. 1st - 15th, 15th - end of month. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

22) INSPECTIONS

The City of Maywood or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

23) 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:

- Defective or inadequate work not corrected.
- Claims filed, or reasonable evidence indicating probable filing of claims.
- A reasonable doubt that the contract can be completed for the balance unpaid.

24) MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

- a. The City may modify these specifications with the joint approval of the Contractor and the Public Works Coordinator. All modifications shall be in writing.
- b. In the event that the City of Maywood should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
- c. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
- d. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
- e. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

25) COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political sub-division of the State of California) and/or other City departments shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City of Maywood shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that "piggy-backs" on any negotiated contract between the City of Maywood and vendor shall accept sole responsibility for negotiating, placing orders and making payment to vendor. The vendor may or may not agree to the cooperative purchasing clause.

26) REQUESTS FOR CLARIFICATION

If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City of Maywood Public Works Superintendent for corrections, clarification, or interpretation of the points in question. **The person submitting such request shall be responsible for its prompt delivery TBD**

In the event that the Public Works Superintendent receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these

documents, a written addendum will be mailed to each person to whom a set of bid documents has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum.

V. SCHEDULE

Deadlines

Release of Requests for Proposals	July 25, 2024
Submittal of Questions	August 5, 2024, by 3:00 p.m.
Response to Questions	August 9, 2024, by 4:00 p.m.
Proposal Due Date	August 15, 2024, by 4:00 p.m.
Proposal Review/Evaluation	Week of August 19, 2024
Optional Interview (if required)	Week of August 19, 2024
Tentative City Council award	August 28, 2024
Tentative Start date	September 1, 2024

* These dates are anticipated and may change.

VI. QUESTIONS

All inquiries regarding this request must be submitted to PlanetBids. City will post responses to questions on PlanetBids.

VII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP.

Proposals shall be submitted in searchable PDF format on the City's portal on PlanetBids at the following website: <https://pbsystem.planetbids.com/portal/64496/portal-home>

Please address the Proposals to:
City of Maywood
Attention: Jerry Gomez
4319 Slauson Avenue
Maywood, CA 90270

Separate files shall be submitted for Technical and Cost Proposals. Submittals received after the specified date and time will be considered late and will not be considered for further evaluation.

VIII. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT. The proposal shall not exceed 20 pages. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter
 - a. Provide a cover letter including the Respondent's name, address and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. The letter should be signed by an individual who can bind the Respondent contractually.
 - b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").
 - c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.
2. Table of Contents
 - a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.
3. Experience and Qualifications
 - a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial,

equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.

- b. Provide a summary of Respondents qualification and experience in drone shows and programming. At a minimum, Respondent should have at least five (5) years consecutive experience.
 - c. Provide at least three references that received similar services from your Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
 - d. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.
 - e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
 - f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.
4. Approach to Scope of Services
 - a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.
 - b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
 - c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.
 5. Proposed Materials and Services
 - a. Proposal should indicate the company's availability to provide the items listed in Attachment 1 and any other relevant materials and services for this proposal.
 6. Substitutions
 - a. If you are unable to provide all the requested items, please indicate comparable substitutions and/or submit bid proposal for partial equipment. Pricing must be itemized for each individual item and include tax and delivery/takedown.

B. COST PROPOSAL

1. Detailed Cost Proposal
 - a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the City will be charged for services (i.e. unit, hourly or flat rate basis

- as appropriate) for the term of the contract. Costs should include all services and materials, if any, needed to perform the Scope of Services.
- b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.
 - c. In addition, Respondent shall also submit the rates/compensation for any “additional services” that Respondent can provide.
 - d. Provide a PDF file of the cost proposal and make clear all extra fees.

IX. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Maywood’s Agreement for Professional Services (Attachment 1) is included for review and comment. The Respondent’s submission of a proposal indicates Respondent’s compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter; however, the City maintains discretion to accept or reject the Respondent’s request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

X. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and convenient (i.e. visiting the locations), that Respondent is capable of providing the equipment, goods and services necessary to furnish landscape maintenance in a manner that meets the City’s objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the City, its departments, its officers, employees or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data provided by the City, its officers, employees, or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify, or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XI. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section IV - Schedule" of this RFP. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Maywood personnel.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City's final selection will not be dictated on any single factor or criteria including price. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the

- quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.
2. Other criteria shall include, but not be limited to:
 - a. Quality and completeness of proposal
 - b. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff
 - c. Similar experience and expertise in the type of work required, with the City or with other public agencies
 - d. Demonstrated understanding of the scope of services requested as well as capacity of respondent
 - e. References
 - f. Financial stability of proposer
 - g. Cost to the City
 - h. Oral interviews, if applicable.
 - i. Any other factors determined by the City to be relevant to the performance of these services.

XIII. AUTHORITY TO WITHDRAW

The City of Maywood reserves the right to withdraw this Request for Proposals without prior notice. The City of Maywood makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned.

XIV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XV. ATTACHMENTS

Attachment 1. Form Professional Services Agreement

ATTACHMENT 1

Form Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent Contractor to perform Tree Maintenance and Emergency Response Services.

B. Contractor 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.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. CONSULTANT'S SERVICES.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be _____ (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services

required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. TERM OF AGREEMENT. THE TERM OF THIS AGREEMENT SHALL BE FROM THE EFFECTIVE DATE THROUGH _____, UNLESS SOONER TERMINATED AS PROVIDED IN SECTION 12 OF THIS AGREEMENT OR EXTENDED.

3. COMPENSATION.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement, _____, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than \$_____, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

B. Expenses. The City will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. METHOD OF PAYMENT.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. INDEPENDENT CONTRACTOR. CONTRACTOR IS, AND SHALL AT ALL TIMES REMAIN AS TO CITY, A WHOLLY INDEPENDENT CONTRACTOR. CONTRACTOR SHALL HAVE NO POWER TO INCUR ANY DEBT, OBLIGATION, OR LIABILITY ON BEHALF OF CITY. NEITHER CITY NOR ANY OF ITS AGENTS SHALL HAVE CONTROL OVER THE CONDUCT OF CONTRACTOR OR ANY OF CONTRACTOR'S EMPLOYEES, EXCEPT AS SET FORTH IN THIS AGREEMENT. CONTRACTOR SHALL NOT, AT ANY TIME, OR IN ANY MANNER, REPRESENT THAT IT OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES ARE IN ANY MANNER EMPLOYEES OF CITY.

6. INFORMATION AND DOCUMENTS.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

7. CONFLICTS OF INTEREST. CONTRACTOR AND ITS OFFICERS, EMPLOYEES, ASSOCIATES AND SUBCONTRACTORS, IF ANY, SHALL COMPLY WITH ALL CONFLICT OF INTEREST STATUTES OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTOR'S SERVICES UNDER THIS AGREEMENT, INCLUDING THE POLITICAL REFORM ACT (GOV. CODE § 81000, *ET SEQ.*) AND GOVERNMENT CODE SECTION 1090. DURING THE TERM OF THIS AGREEMENT, CONTRACTOR MAY PERFORM SIMILAR SERVICES FOR OTHER CLIENTS, BUT CONTRACTOR AND ITS OFFICERS, EMPLOYEES, ASSOCIATES AND SUBCONTRACTORS SHALL NOT, WITHOUT THE CITY REPRESENTATIVE'S PRIOR WRITTEN APPROVAL, PERFORM WORK FOR ANOTHER PERSON OR ENTITY FOR WHOM CONTRACTOR IS NOT CURRENTLY PERFORMING WORK THAT WOULD REQUIRE CONTRACTOR OR ONE OF ITS OFFICERS, EMPLOYEES, ASSOCIATES OR SUBCONTRACTORS TO ABSTAIN FROM A DECISION UNDER THIS AGREEMENT PURSUANT TO A CONFLICT OF INTEREST STATUTE. CONTRACTOR SHALL INCORPORATE A CLAUSE SUBSTANTIALLY SIMILAR TO THIS SECTION INTO ANY SUBCONTRACT THAT CONTRACTOR EXECUTES IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT.

8. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or

willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. INSURANCE.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall provide insurance in the amount required by California law.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or

subconsultants from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. SubContractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. MUTUAL COOPERATION.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. RECORDS AND INSPECTIONS. CONTRACTOR SHALL MAINTAIN COMPLETE AND ACCURATE RECORDS WITH RESPECT TO TIME, COSTS, EXPENSES, RECEIPTS, CORRESPONDENCE, AND OTHER SUCH INFORMATION REQUIRED BY CITY THAT RELATE TO THE PERFORMANCE OF THE SERVICES. ALL SUCH RECORDS SHALL BE MAINTAINED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AND SHALL BE CLEARLY IDENTIFIED AND READILY ACCESSIBLE. CONTRACTOR SHALL PROVIDE FREE ACCESS TO CITY, ITS DESIGNEES AND REPRESENTATIVES AT REASONABLE TIMES, AND SHALL ALLOW CITY TO EXAMINE AND AUDIT THE BOOKS AND RECORDS, TO MAKE TRANSCRIPTS THEREFROM AS NECESSARY, AND TO INSPECT ALL WORK, DATA, DOCUMENTS, PROCEEDINGS AND ACTIVITIES RELATED TO THIS AGREEMENT. SUCH RECORDS, TOGETHER WITH SUPPORTING DOCUMENTS, SHALL BE MAINTAINED FOR A PERIOD OF THREE YEARS AFTER RECEIPT OF FINAL PAYMENT.

12. TERMINATION OF AGREEMENT.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least ten calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. FORCE MAJEURE. CONTRACTOR SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT IF CONTRACTOR PRESENTS ACCEPTABLE EVIDENCE, IN CITY'S SOLE JUDGMENT, THAT SUCH FAILURE WAS DUE TO ACTS OF GOD, EMBARGOES, INABILITY TO OBTAIN LABOR OR MATERIALS OR REASONABLE SUBSTITUTES FOR LABOR OR MATERIALS, GOVERNMENTAL RESTRICTIONS, GOVERNMENTAL REGULATIONS, GOVERNMENTAL CONTROLS, JUDICIAL ORDERS, ENEMY OR HOSTILE GOVERNMENTAL ACTION, CIVIL COMMOTION, FIRE OR OTHER CASUALTY, OR OTHER CAUSES BEYOND CONTRACTOR'S REASONABLE CONTROL AND NOT DUE TO ANY ACT BY CONTRACTOR.

14. DEFAULT.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. NOTICES. ANY NOTICE, CONSENT, REQUEST, DEMAND, BILL, INVOICE, REPORT OR OTHER COMMUNICATION REQUIRED OR PERMITTED UNDER THIS AGREEMENT SHALL BE IN WRITING AND CONCLUSIVELY DEEMED EFFECTIVE: (A) ON PERSONAL DELIVERY, (B) ON CONFIRMED DELIVERY BY COURIER SERVICE DURING CONTRACTOR'S AND CITY'S REGULAR BUSINESS HOURS, OR (C) THREE BUSINESS DAYS AFTER DEPOSIT IN THE UNITED STATES MAIL, BY FIRST CLASS MAIL, POSTAGE PREPAID, AND ADDRESSED TO THE PARTY TO BE NOTIFIED AS SET FORTH BELOW:

If to City:
Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Contractor:

16. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. IN THE PERFORMANCE OF THIS AGREEMENT, CONTRACTOR SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE, SUBCONTRACTOR OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGIOUS CREED, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, AGE, PHYSICAL DISABILITY, MENTAL DISABILITY, MEDICAL CONDITION, GENETIC INFORMATION, SEXUAL ORIENTATION OR OTHER BASIS PROHIBITED BY LAW. CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUBCONTRACTORS AND APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGIOUS CREED, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, AGE, PHYSICAL DISABILITY, MENTAL DISABILITY, MEDICAL CONDITION, GENETIC INFORMATION OR SEXUAL ORIENTATION.

17. PROHIBITION OF ASSIGNMENT AND DELEGATION. CONTRACTOR SHALL NOT ASSIGN ANY OF ITS RIGHTS OR DELEGATE ANY OF ITS DUTIES UNDER THIS AGREEMENT, EITHER IN WHOLE OR IN PART, WITHOUT CITY'S PRIOR WRITTEN CONSENT. CITY'S CONSENT TO AN ASSIGNMENT OF RIGHTS UNDER THIS AGREEMENT SHALL NOT RELEASE CONTRACTOR FROM ANY OF ITS OBLIGATIONS OR ALTER ANY OF ITS PRIMARY OBLIGATIONS TO BE PERFORMED UNDER THIS AGREEMENT. ANY ATTEMPTED ASSIGNMENT OR DELEGATION IN VIOLATION OF

THIS SECTION SHALL BE VOID AND OF NO EFFECT AND SHALL ENTITLE CITY TO TERMINATE THIS AGREEMENT. AS USED IN THIS SECTION, "ASSIGNMENT" AND "DELEGATION" MEANS ANY SALE, GIFT, PLEDGE, HYPOTHECATION, ENCUMBRANCE OR OTHER TRANSFER OF ALL OR ANY PORTION OF THE RIGHTS, OBLIGATIONS, OR LIABILITIES IN OR ARISING FROM THIS AGREEMENT TO ANY PERSON OR ENTITY, WHETHER BY OPERATION OF LAW OR OTHERWISE, AND REGARDLESS OF THE LEGAL FORM OF THE TRANSACTION IN WHICH THE ATTEMPTED TRANSFER OCCURS.

18. NO THIRD PARTY BENEFICIARIES INTENDED. THIS AGREEMENT IS MADE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS AGREEMENT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND NO OTHER PERSON OR ENTITY MAY HAVE OR ACQUIRE A RIGHT BY VIRTUE OF THIS AGREEMENT.

19. WAIVER. NO DELAY OR OMISSION TO EXERCISE ANY RIGHT, POWER OR REMEDY ACCRUING TO CITY UNDER THIS AGREEMENT SHALL IMPAIR ANY RIGHT, POWER OR REMEDY OF CITY, NOR SHALL IT BE CONSTRUED AS A WAIVER OF, OR CONSENT TO, ANY BREACH OR DEFAULT. NO WAIVER OF ANY BREACH, ANY FAILURE OF A CONDITION, OR ANY RIGHT OR REMEDY UNDER THIS AGREEMENT SHALL BE (1) EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY THE PARTY MAKING THE WAIVER, (2) DEEMED TO BE A WAIVER OF, OR CONSENT TO, ANY OTHER BREACH, FAILURE OF A CONDITION, OR RIGHT OR REMEDY, OR (3) DEEMED TO CONSTITUTE A CONTINUING WAIVER UNLESS THE WRITING EXPRESSLY SO STATES.

20. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. THE ACCEPTANCE BY CONTRACTOR OF THE FINAL PAYMENT MADE UNDER THIS AGREEMENT SHALL OPERATE AS AND BE A RELEASE OF CITY FROM ALL CLAIMS AND LIABILITIES FOR COMPENSATION TO CONTRACTOR FOR ANYTHING DONE, FURNISHED OR RELATING TO CONTRACTOR'S WORK OR SERVICES. ACCEPTANCE OF PAYMENT SHALL BE ANY NEGOTIATION OF CITY'S CHECK OR THE FAILURE TO MAKE A WRITTEN EXTRA COMPENSATION CLAIM WITHIN TEN CALENDAR DAYS OF THE RECEIPT OF THAT CHECK. HOWEVER, APPROVAL OR PAYMENT BY CITY SHALL NOT CONSTITUTE, NOR BE DEEMED, A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS FOR THE ACCURACY AND COMPETENCY OF THE INFORMATION PROVIDED AND/OR WORK PERFORMED; NOR SHALL SUCH APPROVAL OR PAYMENT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY OR LIABILITY BY CITY FOR ANY DEFECT OR ERROR IN THE WORK PREPARED BY CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS.

21. CORRECTIONS. IN ADDITION TO THE ABOVE INDEMNIFICATION OBLIGATIONS, CONTRACTOR SHALL CORRECT, AT ITS EXPENSE, ALL ERRORS IN THE WORK WHICH MAY BE DISCLOSED DURING CITY'S REVIEW OF CONTRACTOR'S REPORT OR PLANS. SHOULD CONTRACTOR FAIL TO MAKE SUCH CORRECTION IN A REASONABLY TIMELY MANNER, SUCH CORRECTION MAY BE MADE BY CITY, AND THE COST THEREOF SHALL BE CHARGED TO CONTRACTOR. IN ADDITION TO ALL OTHER AVAILABLE REMEDIES, CITY MAY DEDUCT THE COST OF SUCH CORRECTION FROM ANY RETENTION AMOUNT HELD BY CITY OR MAY WITHHOLD PAYMENT OTHERWISE OWED CONTRACTOR UNDER THIS AGREEMENT UP TO THE AMOUNT OF THE COST OF CORRECTION.

22. NON-APPROPRIATION OF FUNDS. PAYMENTS TO BE MADE TO CONTRACTOR BY CITY FOR SERVICES PERFORMED WITHIN THE CURRENT FISCAL YEAR ARE WITHIN THE CURRENT

FISCAL BUDGET AND WITHIN AN AVAILABLE, UNEXHAUSTED FUND. IN THE EVENT THAT CITY DOES NOT APPROPRIATE SUFFICIENT FUNDS FOR PAYMENT OF CONTRACTOR'S SERVICES BEYOND THE CURRENT FISCAL YEAR, THIS AGREEMENT SHALL COVER PAYMENT FOR CONTRACTOR'S SERVICES ONLY TO THE CONCLUSION OF THE LAST FISCAL YEAR IN WHICH CITY APPROPRIATES SUFFICIENT FUNDS AND SHALL AUTOMATICALLY TERMINATE AT THE CONCLUSION OF SUCH FISCAL YEAR.

23. EXHIBITS. EXHIBITS A AND B CONSTITUTE A PART OF THIS AGREEMENT AND ARE INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE. IF ANY INCONSISTENCY EXISTS OR ARISES BETWEEN A PROVISION OF THIS AGREEMENT AND A PROVISION OF ANY EXHIBIT, OR BETWEEN A PROVISION OF THIS AGREEMENT AND A PROVISION OF CONTRACTOR'S PROPOSAL, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL.

24. ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT. THIS AGREEMENT AND ALL EXHIBITS REFERRED TO IN THIS AGREEMENT CONSTITUTE THE FINAL, COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT AND SUPERSEDE ALL OTHER PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN UNDERSTANDINGS AND AGREEMENTS OF THE PARTIES. NO PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, NOR IS ANY PARTY RELYING ON, ANY REPRESENTATION OR WARRANTY EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED, NOR ANY PROVISION OR BREACH HEREOF WAIVED, EXCEPT IN A WRITING SIGNED BY BOTH PARTIES.

25. HEADINGS. THE HEADINGS IN THIS AGREEMENT ARE INCLUDED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT AFFECT THE INTERPRETATION OF ANY PROVISION OF THIS AGREEMENT OR ANY OF THE RIGHTS OR OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT.

26. WORD USAGE. UNLESS THE CONTEXT CLEARLY REQUIRES OTHERWISE, (A) THE WORDS "SHALL," "WILL" AND "AGREES" ARE MANDATORY AND "MAY" IS PERMISSIVE; (B) "OR" IS NOT EXCLUSIVE; AND (C) "INCLUDES" OR "INCLUDING" ARE NOT LIMITING.

27. TIME OF THE ESSENCE. TIME IS OF THE ESSENCE IN RESPECT TO ALL PROVISIONS OF THIS AGREEMENT THAT SPECIFY A TIME FOR PERFORMANCE; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT BE CONSTRUED TO LIMIT OR DEPRIVE A PARTY OF THE BENEFITS OF ANY GRACE OR USE PERIOD ALLOWED IN THIS AGREEMENT.

28. BUSINESS DAYS. "BUSINESS DAYS" MEANS DAYS MAYWOOD CITY HALL IS OPEN FOR BUSINESS.

29. GOVERNING LAW AND CHOICE OF FORUM. THIS AGREEMENT, AND ANY DISPUTE ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES TO THIS AGREEMENT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCEPT THAT ANY RULE OF CONSTRUCTION TO THE EFFECT THAT AMBIGUITIES ARE TO BE RESOLVED AGAINST THE DRAFTING PARTY SHALL NOT BE APPLIED IN INTERPRETING THIS AGREEMENT. ANY DISPUTE THAT ARISES UNDER OR RELATES TO THIS AGREEMENT (WHETHER CONTRACT, TORT OR BOTH) SHALL BE RESOLVED IN A SUPERIOR COURT WITH GEOGRAPHIC JURISDICTION OVER THE CITY OF MAYWOOD.

30. ATTORNEYS' FEES. IN ANY LITIGATION OR OTHER PROCEEDING BY WHICH A PARTY SEEKS TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR BOTH) OR SEEKS A DECLARATION OF ANY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL ATTORNEYS' FEES, EXPERTS' FEES, AND OTHER COSTS ACTUALLY INCURRED IN CONNECTION WITH SUCH LITIGATION OR OTHER PROCEEDING, IN ADDITION TO ALL OTHER RELIEF TO WHICH THAT PARTY MAY BE ENTITLED.

31. SEVERABILITY. IF A COURT OF COMPETENT JURISDICTION HOLDS ANY PROVISION OF THIS AGREEMENT TO BE ILLEGAL, INVALID OR UNENFORCEABLE FOR ANY REASON, THE VALIDITY OF AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL NOT BE AFFECTED AND CONTINUE IN FULL FORCE AND EFFECT.

32. COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN MULTIPLE COUNTERPARTS, ALL OF WHICH SHALL BE DEEMED AN ORIGINAL, AND ALL OF WHICH WILL CONSTITUTE ONE AND THE SAME INSTRUMENT.

33. CORPORATE AUTHORITY. EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF HIS OR HER PARTY WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THAT PARTY AND THAT BY SUCH EXECUTION, THAT PARTY IS FORMALLY BOUND TO THE PROVISIONS OF THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

Contractor:

City of Maywood,
a California municipal corporation

By: _____

By: _____

Eddie De LA Riva, Mayor

Name: _____

Title: _____

ATTEST:

By: _____

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

By: _____

Roxanne Diaz, City Attorney



Setting the Gold Standard
by partnering with over 300 communities

City of Maywood

RFP for Tree Maintenance and Emergency Response Services

GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
Technology



West Coast Arborists, Inc.
WCAINC.COM • (800) 521-3714
LIC #366764 • DIR #1000000956



August 14, 2024

City of Maywood
Attn: Jerry Gomez
4319 E. Slauson Avenue
Maywood, CA 90270

RE: RFP: Tree Maintenance and Emergency Response Services
Due: Thursday, August 15, 2024 at 4:00PM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree maintenance services for the City of Maywood. WCA is a family-owned and operated company employing over 1,200 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a period of 90 days.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 51-year track record of working for more than 350 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping), Class C49 (Tree and Palm), and Class C31 (Traffic Control). We currently employ over 95 Certified Arborists and over 155 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Anaheim Office located at 2200 E. Via Burton, Anaheim, CA 92806. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Gonzalo Regalado, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (626) 255-7618 or gregalado@wcainc.com.

Sincerely,

Patrick Mahoney, President

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3. EXPERIENCE & QUALIFICATIONS

COMPANY INFORMATION

President: Patrick Mahoney
Organization Type: Corporation
Established: 1972
Federal Tax ID: 95-3250682
DIR Registration: 1000000956
Members of Laborers' Union: LiUNA!
SAM Entity ID: CFJMV MJ9NSD1
Website: wcainc.com

CORPORATE OFFICE

2200 E. Via Burton St.
Anaheim, CA 92806

REGIONAL OFFICES

Escondido, CA
Fresno, CA
Indio, CA
Ontario, CA
Phoenix, AZ
Riverside, CA
Sacramento, CA
San Diego, CA
San Jose, CA
San Francisco, CA
Santa Clarita, CA
Stockton, CA
Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President
Corporate Office
Phone (714) 991-1900
Fax (714) 956-3745
Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Gonzalo Regalado, Area Manager
2200 E. Via Burton
Anaheim, CA 92806
Phone (714) 991-1900
Fax (714) 956-3745
Email: gregalado@wcainc.com

EMERGENCY RESPONSE 24/7

1-800-LIMB-DOWN

Company Introduction

WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,200 full-time employees providing tree maintenance and management services. We are proudly serving over 350 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.

 95+ ISA Certified Arborists	 50 Years Experience (Similar Size & Scope)	 1,200+ Qualified Employees
 Accredited by TCIA	 Local Office & Yard (Anaheim & Placentia)	 1600+ Pieces of Equipment (Owned)

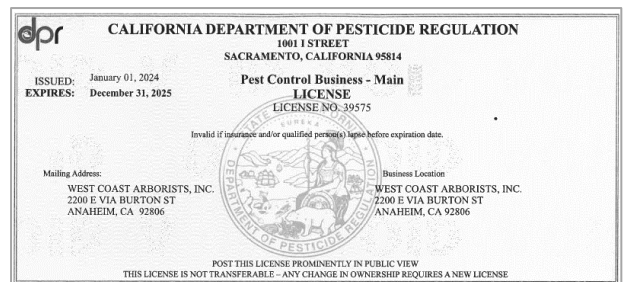
Corporate Capabilities

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C49, C27, C31, C21, A & B
- Over \$8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,200+ employees
- 350+ contracts with public agencies
- 95+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 20,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$25 million
- Federal Tax ID #95-3250682, current on all taxes and filings with state and federal government
- Sales volume over \$190 million annually
- Fleet of approximately 1,600 pieces of equipment

Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of California Cities |
–Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)





**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **366764** Entity **CORP**

Business Name **WEST COAST ARBORISTS INC**

Classification(s) **C61/D49 C27 A C21 B C31 C49**

Expiration Date **12/31/24**

www.cslb.ca.gov



State of California Department of Industrial Relations		
Contractor Information		Registration History
Legal Entity Name	Effective Date	Expiration Date
WEST COAST ARBORISTS, INC.	05/29/18	06/30/19
Legal Entity Type		
Corporation	06/07/17	06/30/18
Status		
Active	06/09/16	06/30/17
Registration Number		
1000000956	06/26/15	06/30/16
Registration effective date		
07/01/22	08/19/14	06/30/15
Registration expiration date		
06/30/24	07/01/19	06/30/22
Mailing Address		
2200 E VIA BURTON ANAHEIM 92806 CA United States of America	07/01/22	06/30/24
Physical Address		
2200 E VIA BURTON ANAHEIM 92806 CA United States of America	07/01/24	06/30/26
Email Address		
vgonzalez@wcainc.com		
Trade Name/DBA		
License Number (s)		
CSLB:366764		
CSLB:366764		

Client References

CITY OF MONTEBELLO

SINCE 2007



WCA performs various tree maintenance services for the City including the Parks and Public Works. Services include pruning, removals, plantings, and emergency response as needed. WCA maintains all tree maintenance records in ArborAccess.

Contact: James Coiner, Deputy Director Recreation and Community Services
1700 W. Victoria Ave., Montebello, CA 90640 ~ (323) 887-1200 x378 ~
jcoiner@cityofmontebello.com

ANNUAL BUDGET: \$531,000

CITY OF WHITTIER

SINCE 2005



WCA performs various tree maintenance services for the City and maintains the work records for over 22,000 city-owned tree sites including parkway, parks, facilities. The City of Whittier is currently on a 5 year grid trim maintenance cycle. Emergency response is also provided.

Contact: Wayne McBurney, Tree Maintenance Supv.
13230 Penn St., Whittier, CA 90602 ~ (562) 464-3375 ~ wmcburney@cityofwhittier.org

ANNUAL BUDGET: \$1,000,000

COUNTY OF LOS ANGELES

SINCE 2010



WCA trims nearly 25,000 trees of the county's 500,000 tree population annually. We also perform tree removals and tree planting on an as-needed basis. Part of our work requirements include palm tree inspection and bird nesting inspections as work is performed.

Contact: Nathan Birdwell, Tree Superintendent
38126 N. Sierra Highway, Palmdale, CA 93550
(661) 974-7173 x. 257 ~ nbirdwell@dpw.lacounty.gov

ANNUAL BUDGET: \$8,000,000

CITY OF ALHAMBRA

SINCE 1997



WCA performs tree maintenance in several areas including blocks, medians, trails, facilities and parks. WCA assisted the City in developing a Master Plan for the urban forest. In 2012 the GPS inventory was updated to reflect the circumstantial changes effected by the storm damage in 2011. The City's tree population is over 18,500 trees.

Contact: Janell Mathani, Urban Forest Administrator
111 S. First Street, Alhambra, CA 91801 ~ (626) 308-4874 ~ jmathani@cityofalhambra.org

ANNUAL BUDGET: \$800,000

CITY OF SOUTH EL MONTE

SINCE 2017



WCA performs various tree maintenance services for the City. The City is currently on a routine annual tree trimming cycle which includes major arterials, residential areas, parks, and facilities. WCA maintains all tree maintenance records in ArborAccess. Emergency response is also provided.

Contact: Jose Figueroa, Community Development Director
1415 Santa Anita Ave., South El Monte, CA 91733 ~ (626) 579-6540 x3244 ~
jfigueroa@soelmonte.org

ANNUAL BUDGET: \$315,000

Key Personnel

Meet the Team: Project Team



NICK ALAGO

Regional Manager/V.P.

Mr. Alago has been with WCA since 1999. He has nearly 35 years' experience in the arboriculture field. He started with WCA as a Foreman and was continuously promoted, reaching the status of Area Manager. For over 10 years, he excelled as an Area Manager for the Inland Empire and was promoted in 2020 to Regional Manager. As a Regional Manager for the Los Angeles and Inland Empire areas, he oversees the operations and provides support to the Area Managers. His extensive knowledge of the urban forest is a culmination of experience and continued education as well as certification that is offered in the industry.

- ISA Certified Arborist Utility Specialist #WE-4396AU
- TCIA Certified Treecare Safety Professional #250
- ISA Tree Risk Assessment Qualified
- TLC Wildlife Area



GONZALO REGALADO

Area Manager

Mr. Regalado has over 20 years' experience in the tree care industry as he joined WCA, Inc. in 2002. During his career, he has earned many promotions within the company; from Groundman to Tree Trimmer to Foreman to Supervisor and now as Area Manager. He has achieved necessary certifications and completes continued education units to maintain his credentials. As an Area Manager, he will be the Agency's main point of contact as he is responsible for providing customer service, estimating work, while managing field operations and crews throughout the Southeast Los Angeles region. His experience includes managing large contracts such as City of Bell, City of Pico Rivera, City of Santa Fe Springs, and the City of Whittier.

- ISA Certified Arborist/Tree Worker Climber Specialist #WE-9952AT
- TCIA Certified Treecare Safety Professional (CTSP) #03952
- ATSSA Traffic Control Technician #459653



JOSE DELREAL

Project Supervisor

Mr. DelReal has over 10 years' experience working with WCA and currently supervises more than 35 employees in the Southeast Los Angeles region. Responsibilities of the Project Supervisor includes assisting the Area Manager in scheduling, overseeing the crew's daily activities, employee training programs and ensuring proper safety procedures are being followed. Regular communication with the customer and citizens can be expected as related to scheduling, work being performed and any other inquiries that may arise while on the job site.

- ISA Certified Arborist/ Tree Worker Climber #WE-11231AT
- TCIA Certified Treecare Safety Professional (CTSP) #3514
- ISA Tree Risk Assessment Qualified
- TLC Wildlife Aware



Meet the Team: Support Staff



ANDREW PINEDA

GIS Manager

Andrew Pineda has been with WCA since 2018. As WCA's GIS Manager, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He has worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data and works closely with office and field personnel to ensure tree inventories, reports, and analysis exceed customer expectations.

- ISA Certified Arborist #WE-12738A
- FAA UAS Part 107 Remote Pilot
- M.S. Geographic Information Science (GIS), CSU Long Beach
- B.A. Environmental Science, Boston University



DAIZY CASTRO

Customer Service Rep.

As the CSR (Customer Service Representative), Ms. Castro is responsible for providing support to the Area Manager, Site Supervisor and crew. She is to act as a liaison between the company and its clients as well as the general public. Ms. Castro is responsible for responding to customer service inquiries and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.



TIM CROTHERS

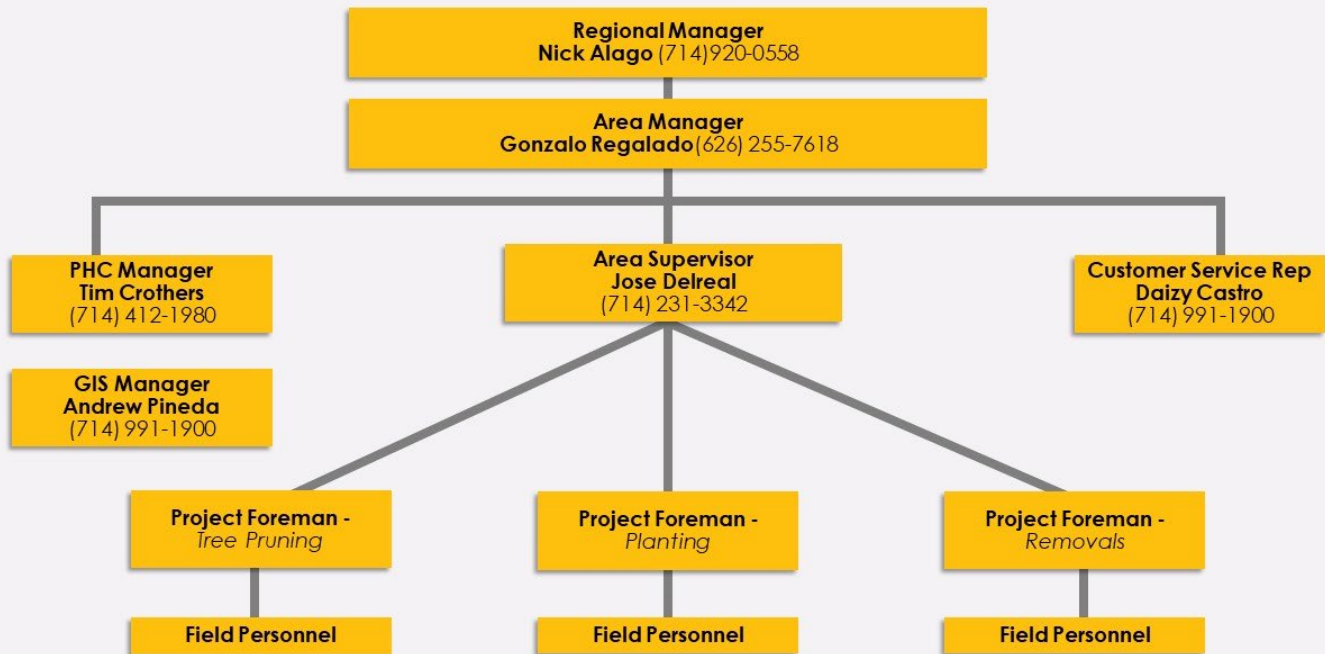
Plant Health Care Manager

Mr. Crothers has over 20 years of experience working in the horticulture industry. He started working at WCA in 2012 as a supervisor. He was quickly promoted to Area Manager, a role that required him to produce reports as a Certified Arborist as well as train staff and clients in proper tree care, inventory management, landscape design and plant identification. In his role as Plant Health Care Manager, Mr. Crothers supervises arborist services staff and plant health care operations throughout California and Arizona. He oversees the creation of Urban Forestry Master Plans (UFMPs) and is a Registered Consulting Arborist by the American Society of Consulting Arborists.

- ISA Board Certified Master Arborist #WE-7655BUM
- B.S. Environmental Horticultural Science
- ASCA Registered Consulting Arborist #721
- CA Dept. Pesticide Regulation QAL #145321 B, D
- ISA Tree Risk Assessment
- Qualified & TLC Wildlife Aware



Organization Chart – Project Team



4. APPROACH TO SCOPE OF SERVICES

Grid Tree Pruning

Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and in its entirety. This includes pruning all trees (small, medium, and large-sized.) Pruning will include structural pruning, crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 15% of the live foliage removed at a given time.

Special Request Tree Pruning

Special Request Tree Pruning includes tree maintenance services on designated tree(s) as ordered by the City's Arborist or designee. This category of pruning may include structural pruning, crown raising, crown cleaning and/or pruning to restore the crown. Whichever work type is ordered by the City, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Trees that are identified for a Special Request Tree Prune shall have approximately 25% of the live foliage removed at a given time.

Pruning to reduce the tree's crown (or Crown Reduction Pruning) may be performed when conditions within the crown of a hardwood tree are such that the overall canopy mass and excessive wood weight needs to be reduced. This type of prune is performed when the City's primary objective is to maintain or improve tree health and structure and will be charged at the Crew Rental rate as agreed upon by the City and WCA.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Young Tree Maintenance (Optional)

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following under the hourly rate:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement



Root Pruning

We strongly recommend against any root pruning, however, should the city elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away. This is performed under the hourly rate.

Tree and Stump Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification. Our standard stump grinder is the Vermeer SC802. This stump grinder is ideal for any size job and can be used to grade large stumps. We also use the Dosko SC69 stump grinders. These are intended to remove tree stumps and exposed root systems close to ground level. Tree removal and stump removal are to be charged separately in accordance with the contract.



Tree Planting

We can replace trees that have been removed and plant new trees in accordance with the City's specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs. WCA currently provides tree watering in the cities of Culver City, Santa Clarita and Santa Monica as part of their regular tree maintenance services.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.



WCA provides the technology, management, and civic experience that makes it the preferred tree management partner across the West.

Plant Health Care

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest



5. PROPOSED MATERIALS AND SERVICES

Implementation Plan

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Area Manager: Gonzalo Regalado

ISA Arborist Certification #: WE-9952AT

TCIA CTSP #459653

ATSSA Traffic Control Technician #459653

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

- Weekly management will consist of, but is not limited to:
- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication



Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.



Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary, and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/or other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air containments in quantities that violate the regulations of any legally constituted authority.



Quality Control

Feedback

WCA regularly receives and tracks feedback from customers and residents as a means to acknowledge good performance and provide prompt resolution for any negative comments. Every month, a summary of the feedback is then reviewed by the management team.

Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of private property including plans for corrective measures to take place within 48 hours.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair.

We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

Safety & Training

Safety Program

Safety standards are top priority at West Coast Arborists, Inc. Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees. Our crews are instructed to follow the safety standards of ANSI Z133.1 as well as Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of-the-art training tools and instructional sessions company wide. Our insurance carriers and Cal-OSHA have recognized us repeatedly for outstanding safety training efforts.



We have a full time Safety & Training Manager, Dane Jensen, that is professionally trained in the field of horticulture. As WCA's Training Manager, Dane is responsible for staying up-to-date on all tree-related industry standards as related to safety and the wellness of our employees and the public in which we serve. Training materials are regularly reviewed and updated to ensure WCA employees receive the proper education, instruction and hands on experience needed to perform their day to day activities safely and efficiently. Training topics include a full-circle from proper pruning techniques, arboriculture, to customer service and everything in between.

- ISA Certified Utility & Municipal Arborist #WE-12014A
- ISA Skills Test Evaluator—TW Climber
- TCIA Certified Treecare Safety Professional #3303
- ISA Tree Risk Assessment Qualification #E4068
- American Heart Association BLS and First Aid Instructor

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency (excluding emergency services).

Employee Training Program

West Coast Arborists, Inc. provides an extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. Included in this training are the ISA standards, both Treeworker and Arborist study programs, and a variety of Tree Care Industry Association home study programs. We also offer training courses to our staff in areas of customer service satisfaction, maintaining professional conduct, and Qualified Line Clearance Trimmer Training.

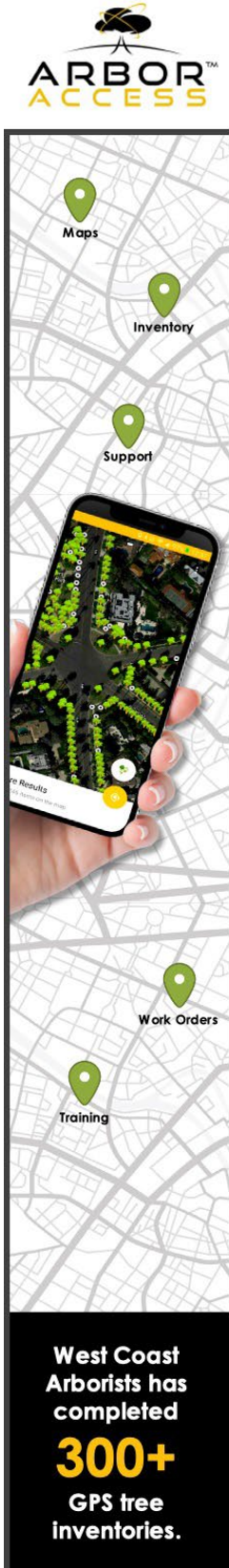
Our Training and Safety team members are tasked with completing field evaluations of crews and members are on-site to coach and train employees on safe practices. Employees receive performance evaluations at 90 days, 6 months, then annually (or as-needed) after their first year. All employees are provided copies of WCA's Injury & Illness Prevention Program.

Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.



Technology and Information Management



West Coast Arborists has completed 300+ GPS tree inventories.

ArborAccess

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

Software Training

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

List Tracking System

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

ArborAccess Features

- Ease of use**
- Create work orders**
- View tree site details**
- View work history**
- View invoices**
- Mobile app**
- Live data**
- GIS/GPS mapping**

Billing

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

Sample Management Tools: Detailed Tree Site Characteristics

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

Maintenance Records

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

Sample: Species Frequency Report

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

	Botanical	Common	Total
	Magnolia grandiflora	SOUTHERN MAGNOLIA	4,256
	Ulmus parvifolia	CHINESE ELM	3,857
	Lagerstroemia indica	CRAPE MYRTLE	2,638
	Jacaranda mimosifolia	JACARANDA	1,927
	Cinnamomum camphora	CAMPHOR TREE	1,456
	Pinus canariensis	CANARY ISLAND PINE	1,401
	Schinus terebinthifolius	BRAZILIAN PEPPER	1,129
	Quercus ilex	HOLLY OAK	1,077
	Cupaniopsis anacardioides	CARROTWOOD	905
	Lophostemon confertus	BRISBANE BOX	836
	Other	OTHER	14,330
	Total Trees		33,812

Detailed Reporting Options

Inventory	Work History	District Frequency
View Invoices	Work Type by District	Species Frequency (sample above)
Job Balances	DBH Frequency	All Trees at an Address
Green Waste	Height Frequency	Estimated Tree Value

Equipment List

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications, as required.

CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

Telematics (GPS)

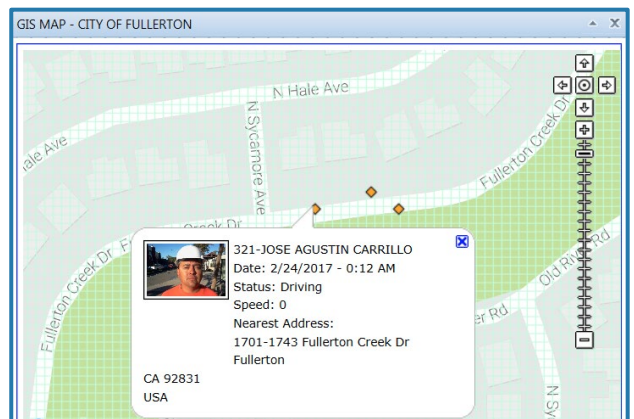
WCA has partnered with Geo-Tab to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers

Equipment List Summary

Pick Up Trucks	389
Aerial Lift Devices	358
95ft Aerial Devices	18
Dump Trucks	224
Flat Beds	45
Field Service Trucks	32
Arrowboards	98
ATVs	24
Stump Grinders	67
Loaders	96
Rubber Track Loader	1
Root Pruners	2
Roll off Trucks	54
Saw Mill	3
Log Skidder	4
Back Hoes	1
Brush Chippers	159
Cranes	6
Toyota Prius	8
Toyota Yaris	9
Ford CMAX	4

Modern fleet consisting of
1600+
pieces of equipment.



IN-HOUSE FLEET MAINTENANCE

We currently have more than 1,600 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ over 50 full-time mechanics that perform an in-house fleet maintenance program. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time. Equipment is assigned to different crews and if the crew is shared with another contract the equipment will be as well.

PREVENTATIVE MAINTENANCE PROGRAM

All WCA equipment goes through our Preventative Maintenance program. From our solar powered arrow boards, to our Freightliner Roll Off trucks. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time.

SUSTAINABILITY

Over the last few years, we have invested heavily in new equipment to keep our fleet modern, comply with state requirements, meet demand, and reduce our effects on the environment. We understand with a fleet as large as ours that we are responsible for the amount of emissions our vehicles produce and actively make an effort to monitor and reduce our carbon footprint.



*Through our ability to
dedicate specific
pieces of equipment
for this project, we
believe it will lead to a
successful program.*

CITY OF MAYWOOD MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of November 1, 2024 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and West Coast Arborists, Inc., a California Corporation ("Contractor"). Contractor's license number is 366764 (C27, Landscape Services), (C61, Tree Services), (C49, Tree and Palm), (C31, Traffic Control); Contractor's DIR registration number is 10000009556.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as tree maintenance and emergency response services, as described in this Agreement, the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference, and Contractor's Proposal dated August 15, 2024, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.
2. Extra Work. Extra work, when ordered in writing by the City Manager or her designee and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the City. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the City, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.
3. Term. The term of this Agreement shall be from the Effective Date through November 1, 2024, unless sooner terminated pursuant to Section 13 of this Agreement or extended. Additionally, there shall be two one-year options to renew the Agreement with the mutual written consent of both parties.
4. Time of Performance.
 - A. Contractor will not perform any work under this Agreement until:
 - 1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and
 - 2) City gives Contractor a written notice to proceed.

B. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor's own risk.

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

6. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable).

8. In consideration of the Services rendered hereunder, City shall pay Contractor a fee not to exceed One Hundred Seventy-Six Thousand One Hundred Forty-Five Point Ninety-Three Dollars (\$176,145.93) over the three (3) year term of this Agreement, in accordance with the prices as submitted in Exhibit B. In no event shall the total compensation paid Contractor exceed Fifty-Five Thousand Eight Hundred Seventy-Five Dollars (\$55,875.00) for initial year of the term (year one), Fifty-Eight Thousand Six Hundred Sixty-Eight Point Seventy-Five Dollars (\$58,668.75) for year two of the term, and Sixty-One Thousand Six Hundred Two Point Eighteen Dollars (\$61602.18) for year three of the term. City shall not pay Contractor for any services not specified in the Services, unless the City authorizes such services in writing as set forth in this Agreement.

9. Payments.

A. Invoices. Contractor shall submit to City an invoice on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

B. Payments. City shall make payments of all undisputed invoice amounts within 30 calendar days after receipt or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts.

City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

10. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit B.

11. Audit. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

12. Records and Inspections. Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment under this Agreement.

13. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work but shall proceed with the performance of the work in dispute. Maywood Municipal Code Chapter 3 of Title 3 ("Claims and Demands") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

14. Termination. This Agreement may be terminated by City at any time with or without cause and without penalty upon 30 days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all Services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all Services rendered hereunder. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

15. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses,

liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor

expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

16. Insurance Requirements.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies

providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

17. Antitrust Claims. Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

18. Familiarity with Work.

A. By executing this Agreement, Contractor represents that it has

- 1) Thoroughly investigated and considered the scope of Services to be performed;
- 2) Carefully considered how the Services should be performed; and
- 3) Understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

B. If Services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the Services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the Services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

19. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City.

20. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C, attached hereto and incorporated herein by this reference.

21. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

22. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any individual, employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all state statutes and local ordinances and regulations.

23. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7.

24. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

25. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

26. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

27. Payment Bond: ☒ **REQUIRED** – or – ☐ **NOT REQUIRED**

Contractor shall obtain a payment bond in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto as Exhibit D and incorporated herein by this reference.

28. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

29. Warranty.

Contractor warrants that the work, including equipment and materials, shall conform to professional standards of care and practice in effect at the time the work is performed. Work shall be of the highest quality, and be free from all faults, defects, or errors. Whenever required by the specifications of the RFP, the Contractor warrants that all equipment and materials provided shall be new. All equipment and materials provided by the Contractor shall be merchantable and fit for the purpose intended.

Contractor shall warrant all labor and materials for a period of one (1) year from completion of work. The Contractor shall correct such fault, defect, or error, at no additional cost to the City. If Contractor fails to correct the problem under the warranty within a reasonable time, the City may elect to have the work performed by someone else. Contractor shall refund to the City, the charge paid to another contractor, which is attributable to such portions of the faulty, defective or incorrect work. Contractor shall be liable for secondary, incidental, or consequential damages of any nature resulting from any work performed under this Agreement.

30. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

31. Third Party Claims. City shall have the discretion and full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

32. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

33. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the parties to this Agreement and no other person or entity may have or acquire a right by virtue of this Agreement.

34. Non-Appropriation of Funds. Payments to be made to Contractor by City for Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's Services beyond the current fiscal year, this Agreement shall cover payment for Contractor's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

35. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

36. Attorneys' Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.

37. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

38. Time is of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

39. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.

40. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

41. Construction. 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 this Agreement.

42. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions 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 City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

43. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

City Manager
City of Maywood
4319 Slauson Avenue
Maywood, CA 90270

To Contractor:

West Coast Arborists, Inc.
Patrick Mahoney, President
2200 E. Via Burton Street
Anaheim CA 92806

44. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

45. Corporate Authority. The persons executing this Agreement on behalf of Contractor warrant and represent that they have the authority to execute this Agreement

on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

46. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF MAYWOOD:

CONTRACTOR: WEST COAST
ARBORISTS, INC.

By: _____
Eduardo De La Riva, Mayor

By: _____

ATTEST:

Printed Name: _____

Title: _____

By: _____
Gerardo Mayagoitia, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A
Scope of Work

EXHIBIT A

I. SCOPE OF SERVICES

The scope of work for the project includes providing all necessary services to perform and complete the proposed tree maintenance work thoroughly and professionally, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner meeting the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:

1. Tree pruning	12. Palm crown/nut trimming and shaping
2. Tree removal	13. Root pruning
3. Tree planting	14. Specialty equipment rental
4. Crew rental	15. Arborist services/inspection
5. Emergency response	16. Foliar and pesticide treatments
6. Line clearance pruning	17. Additional work
7. Clearance pruning	18. Data entry
8. Grid pruning program	19. Webpage development
9. Tree watering	20. GPS Tree inventory
10. Small tree care	21. Online maintenance access*
11. Palm trunk skinning	

*Online maintenance is defined as Internet access to an Urban Forestry Management tool that includes work order tracking, ability to send work requests including but not limited to pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, job balance and GPS accessibility (if applicable).

1) ANNUAL PRUNING PROGRAM

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned once every other year. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower, certain Palm tree specimens). Service request pruning or pruning to reduce and/or pruning to restore will fall under Crew Rental.

2) TREE INVENTORY/GPS REQUIREMENT

The Contractor will provide the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work

history, and tree and planting site location. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, invoice records, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the contract. The Contractor may be asked to provide the City with recommendations for tree maintenance, and recommended removals. Attributes to be collected by field personnel for inventory purposes may include Address, Street, Facility, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size and type.

3) GPS TREE INVENTORY DETAIL

Provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces. This includes but is not limited to all publicly owned trees on street rights-of-way, sidewalk parkways, City Parks, City owned properties/facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. Within the first 90 days of the project contract, the City will receive a complete listing of all sites inventoried, both in hard copy, digital and flash drive, which will enable you to connect the inventory to the City's GIS program and create various frequency reports. 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. Contractor shall be required to create an ESRI ArcView/ArcGIS or equivalent, compatible "shape file". The new 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.) The consultant's tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. Minimum accuracy shall be not more than one (1) meter.

EXPERIENCE

The Contractor shall have at a minimum five (5) years' experience in collecting tree inventories and technical expertise developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The Contractor shall have developed a complete and comprehensive computer software program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to our needs. The user friendly program should allow customers to generate a variety of reports quickly.

SCOPE OF WORK

City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance, and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

• Tree Number	• City District/UGrid/LLDs/Parks/R-Areas/Residential
• Street	• Location by Address
• Location by GIS	• Species by botanical name & common name
• Tree diameter (DBH)	• Tree height
• Recommended Maintenance Classification	• Existing overhead Utilities
• Parkway Size	• Parkway Type
• Sidewalk damage	• Technical Support and Maintenance

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 rapidly with experienced staff available to the City during the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

1) PROJECT SPECIAL PROVISIONS

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 Maywood 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 person employed by them and working under this contract.

2) WORK QUALITY

All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, 2133-1-2006, entitled "Safety Requirements for Arboricultural

Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018. The City of Maywood shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default if they consistently fail to comply with the aforementioned standards.

3) TRAFFIC SAFETY

Contractor shall be required to provide all necessary traffic control, in accordance with the American Traffic Safety Services Association (ATSSA) and Manual on Uniform Traffic Control Devices (MUTCD), during the course of regular maintenance work and emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

4) WORK STANDARDS

Limbs one inch (1 ") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1 ') to two feet (2') from the crotch. The undercut should be at least one-third (1/3) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches (3 ½) or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City of Maywood. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis. 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.

- a. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- b. Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.
- c. Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
- d. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English-speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance

notification to the residents at each work location of the intended tree operations. 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.

- e. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert **(USA)**.
- f. No hooks, gaffs, spurs or climbers will be used for anything other than removals.
- g. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- h. When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be disinfected after each cut with alcohol or bleach.
- i. Topping shall not be done unless specifically requested by the City.
- j. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- k. Cut 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 fifteen (20%) percent but no more than thirty (40%) percent.
- l. 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.
- m. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- n. 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.
- o. Dead and/or dying trees, engulfed with fungus, sick, damaged, diseased or insect infested shall be brought to the City's attention. Based on the Contractor's recommendation, the City will approve or

disapprove removal of the tree. Contractor shall remove the tree and roots completely upon City approval.

5) PRUNING FOR TRAFFIC CLEARANCES

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims shall be performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City of Maywood and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and fourteen feet (14') over the curb line and nine feet (9') over the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

6) PRUNING OF PALM TREES

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters, and other vegetation from the trunks of all palms in accordance the following:

- a. The use of climbing spurs or spike shoes for the purpose of climbing Palm trees is prohibited, unless specifically approved by the City of Maywood. The Contractor shall be required to use a boom or bucket truck, with sufficient height to reach the crown for the purpose of pruning Citypalm trees.
- b. Palm Skinning - Dead fronds, and parts thereof,
- c. including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" - 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.
- d. Canary Palm pine/nut trimming and shaping (additional service and cost) shall be directed by the Public Works Superintendent or his

authorized representative. This trimming is for both safety and aesthetic purposes. A symmetrical shape and pleasing appearance typical of the species is desired.

7) SERVICE REQUEST TREE PRUNING

Trees that need service prior to their scheduled grid trim for aesthetic shall be trimmed within one week of notification by the City to the Contractor. Trees designated for aesthetic trimming shall be trimmed, shaped, and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fifteen (14') feet over the roadway and nine (9') feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs, and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance. The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly.

8) TREE REMOVALS

Trees that are candidates for removal, shall be identified and marked by the Contractor. The Contractor shall notify the City of candidates for removal. The City can also notify the Contractor of candidates for removal. The Contractor shall also notify the homeowner of the up-and-coming removal work. Contractor bears sole responsibility for this task. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment or require the need for a crane or a boom/bucket truck over seventy-five (75') feet would fall under Crew Rental rates. The City of Maywood shall make the final determination to remove. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of the Public Works Superintendent. No wood shall be left along public right-of-way unless approved by the Public Works Superintendent or his authorized representative. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear

solid and the top shall be tarped, 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 covered while transported and hauled to the disposal site during the workday.

The Contractor is responsible for marking trees so that they are easily identifiable by Underground Service Alert. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1 ½) feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

9) TREE PLANTING

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- a. Contractor shall provide all equipment, labor, and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- b. The Contractor shall be responsible for marking locations based off the City's recommendation and the Contractor will notify Underground Service Alert (USA) prior to planting.
- c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- d. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the

concrete.

- e. Backfill material should be native soil. Eliminate all air pockets while back filling the planting pit by watering the soil as it's put into the hole.
- f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- g. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1 ½) inch diameter. Tree ties shall be placed at one third (1/3) and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- h. Trunk protectors such as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- i. 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 redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- j. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- k. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI 260.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

10) CREW RENTAL

The standard crew is three men, one chipper truck, one chipper, one boom/bucket truck and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, hanging banners, hanging Holiday lighting/decorations, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

11) EMERGENCY RESPONSE

The Contractor shall be required to provide emergency, on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time (24/7). The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control, in accordance with the American Traffic Safety Services Association (ATSSA) and Manual on Uniform Traffic Control Devices (MUTCD), during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company. Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

12) LINE CLEARANCE PRUNING

During the course of this contract the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment, and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations, and orders. The manager overseeing the project shall be a Certified Utility Specialist and the persons completing the work shall be Line Clearance Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in, or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

13) TREE WATERING

Watering is performed by a one man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger.

14) SMALL TREE CARE

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

15) ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

16) TRAFFIC CONTROL

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employ staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA), and Manual on Uniform Traffic Control Devices (MUTCD). Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use, furthermore, the City may require a Traffic delineation and safety plan to be submitted on selected jobs. Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety. Illuminated ATSSA approved equipment may be required in low light situations including, but not limited to: dawn, dusk, low light, rain, snow, evening, night if these situations present themselves on a daily work flow basis, or on emergency responses. All such determinations shall be made by the above mentioned Traffic Control Design Specialist, and then approved by the appropriate City Public Works Department Staff.

17) PUBLIC NOTICE OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers. City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

18) WORK SITE CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets. Each day's scheduled work shall be completed and cleaned up and under no

circumstances shall any brush, leaves, debris, or equipment be left on the street overnight. Contractor's equipment may be stored overnight, with advance approval, in the City Yard, or on other designated City Property. However, the City will not be responsible for security of Contractor's equipment.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned. The Public Works Superintendent or his authorized representative, shall be the sole judge as to the adequacy of the clean-up.

19) DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with CA Assembly Bill 939.

- Greenwaste Recycling Report : Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the Contract Officer on a monthly basis.
- Wood Chips: Chips generated from pruning operations within the City of Maywood may first be dumped at a City designated site. At the direction of the Contract Officer or his authorized representative, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. When pre-authorized, these chips shall be dumped in specified locations in the City.
- Milling (additional service & cost): At the direction of the Contract Officer, and/or Public Works Coordinator, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

20) PARKING

The City of Maywood will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract, on preauthorized specific jobs. The vendor will hold the City of Maywood harmless and release the City of liability I the result of theft or vandalism. Should a site not be available, then the vendor may park on City right-of-way near the project area(s).

21) INVOICES

Contractor shall be required to submit invoices via U.S. Postal Service, email and via work order system on a monthly basis. The invoice must reflect activity in a bi-weekly breakdown, i.e. 1st - 15th, 15th - end of month. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

22) INSPECTIONS

The City of Maywood or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

23) 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:

- Defective or inadequate work not corrected.
- Claims filed, or reasonable evidence indicating probable filing of claims.
- A reasonable doubt that the contract can be completed for the balance unpaid.

24) MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

- a. The City may modify these specifications with the joint approval of the Contractor and the Public Works Coordinator. All modifications shall be in writing.
- b. In the event that the City of Maywood should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
- c. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
- d. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
- e. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

EXHIBIT B
Contractor's Proposal

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

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

9. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

10. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be

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

12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

EXHIBIT D
PAYMENT BOND
(LABOR AND MATERIALS)

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), State of California, has awarded to
_____ ("Principal") a contract (the "Contract") for
_____.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two 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.

Dated: _____

“Principal”

“Surety”

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. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

City of Maywood

Proposed Rates for RFP - Tree Maintenance & Emergency Response Services

Submitted by West Coast Arborists, Inc. - August 2024

Item	Description	Unit Measure	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
1	Street Tree/Grid Pruning <i>At the direction of CITY, pruning will be done per pre-designed districts along street segments, grids, or prune routes on a set cycle to include trees of various sizes. Pruning consists of tree canopy raising over roadways, and sidewalks. At a minimum, trees shall be pruned to provide a minimum clearance of fourteen (15) feet over the traffic lanes and seven (8) feet over sidewalks. Trees can be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 75.00	\$ 75.00	\$ 78.00	\$ 82.00	\$ 87.00
2	Full Prune/Service Request Tree Pruning 0-12" DBH	Each	\$ 95.00	\$ 95.00	\$ 99.00	\$ 103.00	\$ 108.00
3	Full Prune/Service Request Tree Pruning 13-24" DBH	Each	\$ 195.00	\$ 195.00	\$ 203.00	\$ 211.00	\$ 220.00
4	Full Prune/Service Request Tree Pruning 25" & over DBH <i>At the request of the City, trees will be assigned for pruning outside of their set cycle for various reasons. Pruning may consist of tree canopy raising over roadways, sidewalks, and in park locations; thinning, reducing, restoring and structurally pruning the tree canopy in width and height reduction; and for immature trees, re-staking and/or retying, as needed. In addition pruning includes removing all dead, broken, damaged, loose, diseased or insect infested limbs, branches, and stubs shall be removed. Small limbs, including suckers and waterspouts shall be cut close to the trunk or branch from which they arise. At a minimum, tree shall be pruned to provide a minimum clearance of fifteen (15) feet over the roadway and eight (8) feet over walkways. Trees shall be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 395.00	\$ 395.00	\$ 410.00	\$ 425.00	\$ 442.00
5	Coco/King Palm Pruning	Each	\$ 95.00	\$ 95.00	\$ 99.00	\$ 103.00	\$ 108.00
6	Washingtonia Robusta Pruning	Each	\$ 125.00	\$ 125.00	\$ 130.00	\$ 135.00	\$ 140.00
7	Date Palm Pruning <i>Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. Standard palm tree pruning will fall under this category and will include the removal of dead and declining fronds & seed pods. Excludes skinning.</i>	Each	\$ 350.00	\$ 350.00	\$ 364.00	\$ 378.00	\$ 393.00
8	Palm Tree Skinning	Linear Foot	\$ 30.00	\$ 30.00	\$ 31.00	\$ 32.00	\$ 33.00
9	Tree and Stump Removal (regardless of size)	Dia. Inch	\$ 54.00	\$ 54.00	\$ 56.00	\$ 58.00	\$ 60.00
10	Tree Only Removal (regardless of size)	Dia. Inch	\$ 44.00	\$ 44.00	\$ 45.00	\$ 46.00	\$ 47.00
11	Stump Only Removal (regardless of size) <i>After CITY determines that a tree requires removal, CITY will prepare a list of trees to be removed, notifies homeowners, and submits lists to Contractor. CITY is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of approximately eighteen (18") inches. All holes will be backfilled with a combination of native soil and minimal stump grindings and compacted to avoid settlement.</i>	Dia. Inch	\$ 20.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

Item	Description	Unit Measure	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
12	Root Prune trees (typical 10 foot length) <i>At the direction of City staff, roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements. Root pruning cuts shall be performed using root pruning equipment specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner. Root pruning cuts adjacent to the sidewalk and curb shall be four (4) inches wide and twelve (12) inches deep and a minimum of five (5) feet in each direction from the centerline of the tree.</i>	Linear Foot	\$ 30.00	\$ 30.00	\$ 31.00	\$ 32.00	\$ 33.00
13	Plant 15-gallon tree	Each	\$ 250.00	\$ 250.00	\$ 260.00	\$ 270.00	\$ 280.00
14	Plant 15-gallon tree with Root Barrier	Each	\$ 275.00	\$ 275.00	\$ 235.00	\$ 245.00	\$ 255.00
15	Plant 24" box tree	Each	\$ 450.00	\$ 450.00	\$ 415.00	\$ 430.00	\$ 445.00
16	Plant 24" box tree with Root Barrier	Each	\$ 495.00	\$ 495.00	\$ 515.00	\$ 535.00	\$ 555.00
17	Plant 36" box tree <i>Tree planting includes the tree, stakes, ties, labor and initial watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed.</i>	Each	\$ 1,450.00	\$ 1,450.00	\$ 1,500.00	\$ 1,550.00	\$ 1,595.00
18	Tree Watering <i>At the direction of the City, watering is performed by a one-man crew with a water truck who will water various tree routes including newly planted trees, landscape median and young trees that are three (3) years old and younger. Watering may also be performed on an as-needed basis.</i>	Day	\$ 900.00	\$ 900.00	\$ 936.00	\$ 972.00	\$ 1,008.00
19	Crew Rental <i>The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work as directed by City staff. The use of crew rental may be warranted due to inaccessibility by equipment, in park locations, slope settings, or non-linear tree pruning.</i>	Man Hour	\$ 100.00	\$ 100.00	\$ 104.00	\$ 108.00	\$ 112.00
20	Specialty Equipment (i.e., Crane, 95-ft Aerial Tower) <i>On occasion the use of a crane or 95-foot aerial tower is necessary to safely operate the assigned tree operation. These prices of quipment include the operator.</i>	Hour	\$ 195.00	\$ 195.00	\$ 200.00	\$ 205.00	\$ 210.00
21	Emergency Response (Reg. Business Hours, Mon-Fri)	Man Hour	\$ 130.00	\$ 130.00	\$ 135.00	\$ 140.00	\$ 145.00
22	Emergency Response (Evening, weekend, Holidays) <i>The Contractor shall be required to provide emergency on call response for damaged trees due to storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within 90 minutes of the initial telephone call.</i>	Man Hour	\$ 130.00	\$ 130.00	\$ 135.00	\$ 140.00	\$ 145.00
23	Certified Arborist Services <i>On occasion, the City requires tree evaluations including written reports. The Contractor shall provide an hourly rate for a Certified Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis. The rate will be applied should the City request a Certified Arborist on-site.</i>	Hour	\$ 180.00	\$ 180.00	\$ 183.00	\$ 186.00	\$ 189.00

Item	Description	Unit Measure	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
24	Plant Health Care <i>At the direction of the City, the Contractor will provide plant health care services including but not limited to the following: spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by an in-house Pest Control Advisor in accordance with the Department of Pesticide Regulations.</i>	See below					
a.	Tree Canopy Spraying from ground level	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00	\$ 8.50
b.	Tree Canopy Spraying from aerial tower Description: Foliar hydraulic spraying of recommended material.)	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00	\$ 8.50
c.	Insecticide or Fungicide Trunk Banding Description: Trunk spray of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.50	\$ 9.00	\$ 9.50
d.	PGR Trunk Banding Description: Trunk spray of recommended material to regulate plant growth.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00	\$ 8.50
e.	Insecticide or PGR Soil Application (Cambistat) Description: Recommended insecticide soil injection or drench material to regulate plant growth.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00	\$ 8.50
f.	Insecticide or Fungicide Soil Application Description: Soil applied drench of recommended material.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00	\$ 8.50
g.	Soil Injection Fertilization Description: Soil applied injection of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.50	\$ 9.00	\$ 9.50
h.	Soil Drenching Fertilization Description: Soil application of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.50	\$ 9.00	\$ 9.50
i.	Trunk Injection (Insecticide/Miticide) Description: Trunk injected recommended material.	per diameter inch	\$ 9.00	\$ 9.00	\$ 9.50	\$ 10.00	\$ 10.50
j.	Trunk Injection (Fungicide) Description: Trunk injected recommended material.	per diameter inch	\$ 9.00	\$ 9.00	\$ 9.50	\$ 10.00	\$ 10.50
k.	Trunk Injection (Insecticide & Fungicide Combo) Description: Combination of one-time trunk injection of two recommended materials.	per diameter inch	\$ 10.00	\$ 10.00	\$ 10.50	\$ 11.00	\$ 11.50
l.	Avermectin Class Insecticide Injection Description: Recommended trunk injection of Enamectin benzoate active ingredient.	per diameter inch	\$ 11.00	\$ 11.00	\$ 11.50	\$ 12.00	\$ 12.50

		FY24-25	FY25-26		FY26-27	FY27-28	FY28-29
Item	Description	Unit Measure	Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
Alternative Bid Item #1							
GPS Tree Inventory		Tree Site	\$ 5.00	\$ 5.00	\$ 5.25	\$ 5.50	\$ 6.00
At the City's direction, contractor will provide the City with a Global Positioning System (GPS) tree inventory collected by an ISA Certified Arborist including coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude.							
Alternative Bid Item #2							
Create a Street Tree Palette		Lump Sum	\$ 5,000.00				
At the City's direction, work with City staff to develop an updated Street Tree Palette.							
Create a Street Tree Planting Plan		Lump Sum	\$ 15,000.00				
At the City's direction, work with City staff to develop an updated Street Tree Planting Plan for future planting opportunities.							
Alternative Bid Item #3							
Create an Urban Forest Management Plan (UFMP)		Lump Sum	\$ 40,000.00				
At the City's direction, work with City staff to develop an UFMP. This includes presenting to City Council and train staff on the UFMP.							

COOPERATIVE PURCHASE

It is intended that any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: October 23, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF BUILDING DEMOLITION LOCATED AT 5110 DISTRICT BOULEVARD PROJECT

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept project completion for the Building Demolition Located at 5110 District Boulevard Project as performed by Unlimited Environmental, Inc., for a total amount of \$176,584.12; and
2. Authorize the City Manager to file a project Notice of Completion with the County of Los Angeles Registrar-Recorder; and
3. Authorize the City Manager to release a retention payment of \$8,829.21 to Unlimited Environmental, Inc. within 35 days following recordation of the Notice of Completion pursuant to contract documents.

BACKGROUND:

This project included the demolition of the building, pre-demolition haz-mat abatement, and other relevant & incidental work at 5110 District Boulevard, Maywood, CA 90270.

On February 8, 2024, staff advertised Notice Inviting Bids (NIB) on the local newspaper in conformance with City of Maywood Municipal Code Section 3-7.04. Bids were due on February 20, 2024, at 2:00 p.m.

On February 20, 2024, at 2:00 PM, a total of six (6) bids were received. Staff conducted a bid analysis for the apparent 1st low bidder Unlimited Environmental, Inc., and verified CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files, and references. Based on the bid analysis, Unlimited Environmental, Inc. was found to be the lowest responsive bidder.

City Council awarded a contract to Unlimited Environmental, Inc. for a total amount of \$164,000.00 with a contingency budget of \$41,000.00, for a total construction budget of \$205,000.00.

DISCUSSION:

On June 17, 2024, Unlimited Environmental, Inc. commenced construction work. The work included furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to satisfactorily complete the Project, consisting of and including the demolition of the building, pre-demolition haz-mat abatement, and other relevant work at 5110 District Blvd, Maywood CA. All construction work has been completed satisfactorily, and in conformance with the approved specifications. The total construction cost

amounted to \$176,584.12, which is within the approved construction budget.

Staff recommends that City Council accept the project as complete, authorize filing a Notice of Completion, and release of retention payment pursuant to contract documents.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action. All work was completed within the previously approved budget.

ATTACHMENT(S)

1. Attachment 1 Notice of Completion

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MAYWOOD
4319 E Slauson Ave
Maywood, CA 90270

Free recording requested per Gov't Code 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 9204, must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner and corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: City of Maywood
3. The full address of the owner is: 4319 E Slauson Ave, Maywood, CA 90270
4. The nature of the interest or estate of the owner is: In Fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

	NAMES	ADDRESSES
NONE		

6. The full names and full addresses of the predecessors in interest of the undersigned. IF the property was transferred subsequent to the commencement of the work or improvements herein referred to:

	NAMES	ADDRESSES
NONE		

7. A work of improvement on the property hereinafter described was completed on September 11, 2024. The work was: Building Demolition Located at 5110 District Blvd Project.
8. The name of the contract, if any, for such work of improvement was
Unlimited Environmental, Inc. April 1, 2024
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT 'NONE') (DATE OF CONTRACT)
9. The property on which the work of improvement was completed is in Maywood, County of Los Angeles, State of California, and is described as follows: City owned
10. The street address of the property is 5110 District Blvd., Maywood, CA 90270
(IF NO STREET ADDRESS HAS BEEN OFFICIALY ASSIGNED, INSERT 'NONE')

Dated: _____
(NAME)

_____, City Manager
(SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

VERIFICATION

I, the undersigned, say: I am the _____ of _____, the declarant of the foregoing notice of completion; I have read said notice of completion and know the content thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____, at _____
(CITY) (STATE)

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.))

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: October 23, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CLAUDIA ZAVALA, COMMUNITY SERVICES SUPERVISOR

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM SOUTHEAST RIO VISTA YMCA IN THE AMOUNT OF \$10,000.00 FOR FINANCIAL SUPPORT OF FOURTEEN LOW INCOME MAYWOOD TEENS TO PARTICIPATE IN THE YOUTH AND GOVERNMENT PROGRAM

RECOMMENDATION:

Staff recommends that the City Council discuss and provide direction to staff regarding the Community Benefit Fund Application from Southeast Rio Vista YMCA for the amount of \$10,000.

BACKGROUND:

The Application is dated July 12, 2024, and was received by email from the applicant. The City of Maywood has established a "Community Based Fund" to support community-based programs and activities. Applicant eligibility is determined by the City's Community Benefit Fund Guidelines and Procedures ("Guidelines") for the distribution of funds to eligible organizations that provide community-based programs, community activities and educational activities.

Community Benefit Funds Approved by City Council for the Southeast Rio Vista YMCA:

Fiscal Year 2023/2024: City Council approved **\$10,000** to send 12 low-income Maywood families to camp. The cost per family was \$645, which included all meals.

Fiscal Year 2022/2023: City Council approved **\$10,000** for three Grab n' Go events:

- Back-to-School (500 backpacks)
- Turkey Giveaway (250–300 frozen turkeys)
- Toy Giveaway (500 toys)

Fiscal Year 2021/2022: City Council approved **\$10,000** for three special events:

- Trunk-or-Treat (pumpkins and candy)
- Turkey Giveaway (frozen turkeys)
- Toy Giveaway (toys for 400 youth)

Fiscal Year 2020/2021: City Council approved **\$10,000** to support staffing for basic needs provisions, including Senior Food Deliveries, Distance Learning Center, and Grab & Go meal distributions for Maywood youth and families.

This year, the Southeast Rio Vista YMCA is requesting City funding for the Youth & Government program. This

would be the first time the City supports this initiative.

DISCUSSION:

In 2023, the Youth & Government program registered a total of nineteen (19) teens, with twelve (12) from Maywood and seven (7) from outside the city.

On Thursday, September 12, 2024, an informational meeting was held, with fourteen (14) participants in attendance, all of whom were Maywood residents. Of those, six (6) have already registered for the program.

The applicant, Southeast Rio Vista YMCA is seeking financial support to allow fourteen (14) low-income Maywood teens to participate in the Youth & Government program for free. Below is the proposed distribution of funds:

- **Cost per participant:** \$2,000.00
- **YMCA subsidy:** \$1285.71 per participant
- **City subsidy:** \$714.29 per participant

These funds will cover most program expenses, including uniforms, weekly meetings (with food provided), two trips to Camp Roberts, and one trip to Sacramento. All three trips will include training, transportation, lodging, and meals.

Qualification Review

Per the grant guidelines, to apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include, but are not limited to, educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. In addition, per the Grant guidelines, grants will be awarded in a maximum amount of no more than \$15,000.00.

According to the application, the Southeast Rio Vista YMCA, established in 1882 and located within the City, serves Maywood residents by offering a variety of programs, including education, dance, recreation, sports, senior services, youth programs, and health services. The programming meets all grant requirements and is eligible for funding.

The Southeast Rio Vista YMCA is eligible for support due to its educational programs, specifically the Youth & Government program. This program empowers underserved and underrepresented Maywood teens, especially those facing financial challenges, by ensuring their participation regardless of their ability to pay. Youth & Government is an extracurricular activity aimed at transforming young people into informed, engaged, and responsible citizens, fostering future leaders, and promoting a more inclusive and vibrant democracy.

Accordingly, based on the documentation provided by the applicant in support of their application, staff recommends that the City Council approve their request.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

F.Y. 24-25 Impact: \$10,000.00	Current F.Y. Budget: \$75,000
Fund Impacted: 100 - General Fund	Budget adjustment requested: \$0
Source of funds: 302 - Community Services	Remaining Budget: \$58,000

ATTACHMENT(S)

1. YMCA_CBF_APP_24_25
2. YMCA IRS Nonprofit LetterNEW
3. Southeast-Rio Vista YMCA YG Budget thru 2024
4. Southeast-Rio Vista YMCA Operating Budget for FY 2023
5. Y&G flyer2024
6. CBF Guidelines&Procedures_Revised_July_2024

CITY OF MAYWOOD

COMMUNITY BENEFIT FUND APPLICATION

Please Type/Print Information
(attach additional pages as needed)

Application Funding Cycle

Date of Application: July 12, 2024

- ☒ Q1: July 1 – September 30
☐ Q2: October 1- December 31
☐ Q3: January 1 - March 30
☐ Q4: April 1 - June 30

Amount Requested: \$10,000.00

Organization Name: Southeast Rio Vista YMCA	Phone Number: 323.588.2256
Street Address: 4801 E. 58th Street	Fax Number:
City, State, Zip: Maywood CA. 90270	Federal EIN: 95-1644052
Contact Person: Gerry Salcedo	
Contact Email Address: gerardosalcedo@ymcala.org	

Provide a detailed description of your organization. For example, are you a school, school-based or affiliated entity, youth program, community based organization, etc. The mission of the Southeast-Rio Vista YMCA, in conjunction with the YMCA of Metropolitan Los Angeles, is dedicated to nurturing the potential of every individual, promoting healthy living, and fostering a sense of social responsibility. Our vision is a community where all people, especially low-income and underserved youth, are encouraged to develop their fullest potential in spirit, mind, and body. At the Southeast-Rio Vista YMCA, we are committed to offering programs and services tailored to meet the unique needs of our local community. Recognizing the diverse nature of our area, we strive to be an inclusive organization that is a microcosm of our broader society. Our programs are designed to empower youth, improve health, and strengthen community bonds. We aim to be a leading voice for youth development, healthy living, and social responsibility in the Southeast-Rio Vista area.

Does your organization have non-profit status with the Internal Revenue Service?

Yes ☒ No ☐ (If yes, attach documentation)

How long has this organization been in existence (provide date)? 139 years – since 1882

Is the organization located based in Maywood or does it provide programs or services to Maywood residents? Yes ☒ No ☐ If yes, please

explain. The Southeast-Rio Vista YMCA (SERV Y) is one of the YMCA's Cradle to Career Success branches in the core of urban LA County where communities are among the most in need of health, fitness, and community programs for youth, families, and seniors. The SERV Y provides quality, year-round sports and fitness programming for youth, including those who could not otherwise access any; wellness programming to families who often lack access to nutrition education and safe, free play space; a variety of senior programs, including health and wellness activities, volunteer opportunities, and even meal support; services to immigrant populations via its New American Welcome Center (NAWC); and, more.

Describe how the requested funds will be used? Attach a proposed budget.

Our purpose is simple: to engage all undeserved and underrepresented teens in our service are in our remarkable Youth & Government ("Y&G") civic education and engagement youth development program. Our focus is on teens suffering from the impacts of financial insecurity, especially those facing housing crises or lack of essential quality-of-life services, such as access to healthy food and a safe environment in which to thrive. We seek to include all interested students within our shared neighborhoods to participate in this life-changing program regardless of their ability to pay for enrollment. Middle-school teens will join our Model United Nations initiative, while high-school youth take part in our Model Legislature and Court program. Over 50 years have passed since the 26th Amendment lowered the voting age to 18, yet the promise of this visionary change remains unfulfilled. Many young adults, especially from marginalized communities, are not introduced to the democratic process until they turn 18, often too late to foster a genuine interest or belief in their ability to effect change. This is further exacerbated by the fact that a significant number of California teens reside in "civic deserts," areas devoid of opportunities for meaningful civic engagement. The result? A generation of potential changemakers feeling disconnected from the very processes that shape their futures. The Youth & Government program, a state-wide initiative of the YMCA dating back to the late 1930s, offers teens a unique opportunity to engage in a youth-led democratic process, allowing them to create bills, advocate for policy changes, and develop campaigns that benefit their communities. While the program aims to develop young men and women into knowledgeable and active citizens determining the future of our democracy, there exists a significant underrepresentation of delegates from low-income communities of color, particularly from Southeast Los Angeles. Financial barriers often prevent these teens from participating, leading to an imbalance in representation. This underrepresentation can lead to a skewed representation in the program. As a result, the democratic process within the Youth & Government program is at risk of being dominated by the perspectives and interests of one demographic, primarily from white, affluent communities. This imbalance not only limits comprehensive civic education but also hinders the potential for a truly inclusive democratic process. Given that many areas within Southeast Los Angeles are considered "civic deserts," the need for representation and civic engagement is even more critical. In essence, the YMCA's Youth & Government program is not just an extracurricular activity; it's a transformative journey that molds young individuals into informed, active, and responsible citizens. By addressing the disparities in civic education and participation, Y&G is not only shaping the leaders of tomorrow but also ensuring a more inclusive, representative, and vibrant democracy

Youth & Government is an immersive YMCA educational initiative designed for teens. It aims to foster an understanding of governmental processes and civic responsibility. Participants engage in activities like legislative simulations, public speaking, and leadership workshops. They learn about politics, law, and public policy, enhancing their critical thinking and communication skills. The program culminates in a model government event, where students enact roles in a simulated government, promoting civic engagement and community involvement. Y&G is instrumental in developing future leaders who are well-versed in the nuances of governance and public service.

The funds from Maywood Community Fund will significantly bolster our civic engagement capacity, amplifying our efforts to foster a more informed, active, and diverse generation of civic leaders in LA County. Firstly, the grant will directly address the financial barriers that have hindered participation from low-income Southeast Los Angeles (SELA) teens in the Youth & Government (Y&G) program. By providing scholarships and subsidies, we can ensure that every interested teen, irrespective of their financial background, can access this transformative civic education experience. This not only increases the number of youth engaged in civic activities but also ensures that the voices of underrepresented communities are included in civic dialogues. Secondly, the grant will enable us to expand our voter education, registration, and activation campaign, "Y We Vote." By incorporating voter education into the Y&G curriculum and hosting community registration drives, we are directly increasing the civic participation of our youth and their surrounding communities. This initiative will ensure that our delegates are not only educated about the democratic process but are also empowered to actively participate in it.

Lastly, the grant will enhance our outreach and training programs. With additional resources, we can organize more public speaking workshops, leadership training sessions, and community activism events. These activities are instrumental in building the confidence and skills of our youth, preparing them to take on leadership roles in their communities.

What is the anticipated time-frame to provide the proposed program, service, event activity or goods and the expenditure of the requested funds?
The Youth and Government program runs from August 2024 and ends in March of 2025.

Describe the organization's efforts in obtaining funding from other sources?

The Southeast-Rio Vista Y's revenue consists of Contributions (10%), subsidies from the YMCA of Metropolitan Los Angeles to underwrite the branch's financial aid to members and participants who cannot afford program fees (18%), Government Grants (23%), and Earned Revenue (including membership and participation fees for select programs (49%). Among other Southeast-Rio Vista Y efforts to grow and diversify current and future revenue needs are an annual appeal effort that has grown in success, a Gala event, a local government grants effort, a growing and revenue-generating preschool program, and the expansion of popular programs that generate fee-for-service revenue.

How will the requested funds have a benefit to Maywood residents?

The "Y&G" program has benefits which have positive and uplifting results for the participants, their families and surrounding communities as well. This is best exemplified by the experience of three of our Y&G high-school delegates, who were selected as Student Interns for the Maywood City Council. This type of "hands-on" engagement allows Y&G participants to have a keener grasp on the socio-economic realities of the area - and guides them to create positive change for all community members. Y&G offers a safe, peer-driven and memorable foundation for healthy behaviors and actions, while concurrently offering an alternative to potentially dangerous or destructive activities. Highlights of these positive outcomes for both participants and the SELA are include but are not limited to the following: Increased Civic Engagement and Educational Success: a staggering 96% of Y&G alumni register to vote, with 86% actively participating in recent elections. The program's influence extends to higher education and community involvement, with 88% of participants earning a bachelor's degree and many serving on volunteer boards. Holistic Youth Development: Y&G offers SELA teens a "wrap-around" platform for healthy development - from public speaking and critical writing workshops to leadership training. In addition, every participant has access the Y services like food distribution, tutoring, access to safe, secure high-speed internet, digital devices, safe recreational facilities, and more to provide mind-body-spirit support and improve positive health outcomes during their participation.

Proven Skills Development: Over its 75-year tenure in the California YMCA, Y&G has empowered more than 100,000 teens across the state, instilling in them civic knowledge, awareness, and action. The program's immersive experience allows participants to understand the legislative process, identify community issues, and equip themselves with tools for change.

How will the requested funds enhance the quality of life or the delivery of services for Maywood residents?

This type of "hands-on" engagement allows Y&G participants to have a keener grasp on the socio-economic realities of the area - and guides them to create positive change for all community members. Y&G offers a safe, peer-driven and memorable foundation for healthy behaviors and actions, while concurrently offering an alternative to potentially dangerous or destructive activities. Highlights of these positive outcomes for both participants and the SELA are include but are not limited to the following: Increased Civic Engagement and Educational Success: a staggering 96% of Y&G alumni register to vote, with 86% actively participating in recent elections. The program's influence extends to higher education and community involvement, with 88% of participants earning a bachelor's degree and many serving on volunteer boards. Holistic Youth Development: Y&G offers SELA teens a "wrap-around" platform for healthy development - from public speaking and critical writing workshops to leadership training. In addition, every participant has access the Y services like food distribution, tutoring, access to safe, secure high-speed internet, digital devices, safe recreational facilities, and more to provide mind-body-spirit support and improve positive health outcomes during their participation.

How will the requested funds provide educational opportunities for Maywood residents or students? Over the past decade, the Southeast-Rio Vista Y has placed a special focus on supporting the most under-resourced neighborhoods, where community members in Maywood are in profound need of access to affordable programs and services, and where more than half of all members depend on scholarships to cover program fees. Due to the location of this Y in a historically disinvested community, Maywood residents have had relatively limited access to private individuals and/or businesses who are able to invest significantly in their capacity. The program's influence extends to higher education and community involvement, with 88% of participants earning a bachelor's degree and many serving on volunteer boards. Holistic Youth Development: Y&G offers SELA teens a "wrap-around" platform for healthy development - from public speaking and critical writing workshops to leadership training. In addition, every participant has access the Y services like food distribution, tutoring, access to safe, secure high-speed internet, digital devices, safe recreational facilities, and more to provide mind-body-spirit support and improve positive health outcomes during their participation.

Has your organization previously received funding from the City of Maywood? Yes ☒ No ☐

If yes, identify the use of funds, total amount, and fiscal year

The Southeast-Rio Vista YMCA received support from the City of Maywood to support with COVID-19 relief efforts for City of Maywood community members through a \$20,000 grant in 2020, and a \$10,000 grant in 2021 and 2022. In 2023 \$10,000 for Family Camp.

Is a member of your organization's board or executive leadership a City employee, an elected or appointed City official, or a family member of a City employee or elected or appointed City official? Yes ☐ No ☒ If yes, please explain.

By my signature below, I hereby certify, under penalty of perjury, that I am qualified to sign for and bind the named organization and that the information contained within and submitted with this application is complete, true and accurate. I have received a copy of the Community Benefit Fund Guidelines and Procedures and agree to abide by its provisions. If awarded funding, an agreement will be required to be executed.

Date: July 12, 2023		Signature: Gerry Salcedo		
Print Name and Title: Gerry Salcedo, Executive Director				
Date Received	Eligibility Verified	Date Approved	Date Denied	Amount Awarded



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

YOUNG MENS CHRISTIAN ASSOCIATION
OF METROPOLITAN LOS ANGELES
4301 W 3RD ST
LOS ANGELES, CA 90020-3809

Date: August 23, 2022
Employer ID number: 95-1644052
Form 990 required: 990, Yes
Person to contact: Name: Mr. Schatz
ID number: 0196497

Dear Sir or Madam:

We're responding to your request dated November 10, 2021, about your tax-exempt status.

We issued you a determination letter in January 1988, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Mode
 Entity
 Year
 Period End
 Scenario
 Format

Account
 10-810-0552 - Y&G - Model Legislature/Court
 FY2024
 DEC
 BUDGET
 9. MULTI YEAR

Description	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2024 FORECAST
T5000 Government Grants	0	0	0	65,000	80,000	0	0
T5300 Program Service Fees	6,908	9,581	0	6,910	23,695	4,065	0
T4000 Revenue	6,908	9,581	0	71,910	103,695	4,065	0
T6100 Salaries & Wages	4,164	0	19,958	37,367	49,355	33,911	0
T6200 Employee Benefits	416	0	3,337	5,498	8,481	3,504	0
T6300 Payroll Taxes	589	0	2,190	4,367	5,537	3,990	0
T6400 Professional/Contract Fees	0	0	0	0	7,600	0	0
T6500 Supplies	2,276	1,269	3,244	4,793	5,150	5,285	0
T6600 Postage & Shipping	9	0	0	0	0	0	0
T6801 Telephone	0	0	0	156	269	0	0
T6809 Building & Utilities	0	0	3,800	0	3,000	0	0
T6900 Equipment	311	0	0	0	0	0	0
T7200 Vehicle & Employee Travel	18,548	19,056	5,484	2,597	7,907	9,130	0
T7300 Training Conference & Meeting	11,763	12,565	1,705	0	1,381	1,130	0
T7500 Dues	41	0	0	0	0	0	0
T6010 Expenses - Non Provisions & Transfers	38,118	32,890	39,716	54,779	88,679	56,950	0
NET1 Net Before Prov & Trfs & Other	-31,210	-23,309	-39,716	17,131	15,016	-52,885	0
T8800 Intra Transfers	0	0	1,300	0	0	0	0
T6000 Expenses	38,118	32,890	41,016	54,779	88,679	56,950	0
Net Surplus/(Deficit)	-31,210	-23,309	-41,016	17,131	15,016	-52,885	0

Southeast-Rio Vista YMCA Operating Budget for FY 2023

Description	SERV 04 04-810
Contributions	203,000
Subsidies	509,831
Government Grants	621,596
Membership	293,971
Program Fees	32,205
TOTAL REVENUES	1,660,603
Salaries, Taxes & Benefits	1,168,489
Occupancy & Equipment	403,910
Other Expenses	476,179
TOTAL EXPENSES	2,048,578
NET SURPLUS/(DEFICIT)	(387,975)



I really liked all of the people and the encouragement to speak without any judgment.

—Sarah Weaver, Diablo Valley

Y&G helped me find my voice.

—Bodhi Brunings, Central Coast-Salinas Valley

Model Legislature & Court (MLC)

Since 1948, California YMCA Youth & Government has provided high school youth throughout California an unmatched hands-on learning experience based on California's legislature, courts, and critical aspects of civic engagement.

The program allows teen participants to collaborate with peers, make new friends, and build skills such as critical thinking, public speaking, persuasive writing, and research through weekly local delegation meetings and two multi-day in-person events.

Save the Dates

November 8–11, 2024 at San Miguel, CA
February 14–17, 2025 at Sacramento, CA

It [MLC] is great practice and insight into our actual state legislature and has been a great way to connect with other delegates across California on topics we feel passionately about.

—Sol Jordan, Da Vinci Science

Delegate Leadership 77th Model Legislature & Court



Itzak Salazar
Youth Governor



Briana Alagba
Secretary of State



Brooke Drew
Chief Justice

Contact your local Y to become a Y&G delegate and learn more about youth and teen programs!



CALIFORNIA YMCA
Youth & Government

@delegationserv_



CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

I. BACKGROUND

The City of Maywood has established a “Community Benefit Fund” to support community based programs and activities.

II. PURPOSE

The purpose of this policy is to provide guidelines and procedures for the distribution of public funds, which will in turn fund community programs, activities and educational activities conducted by Eligible Organizations that meet the requirements and guidelines set forth by the City Council in this policy.

III. ELIGIBILITY AND POLICY

A. Eligible Organizations. The requesting organization must be: (1) a non-profit agency as defined by the Internal Revenue Service (IRS) with a tax exempt status of 501(c)(3) and is in good standing in the State of California based in the City or provides programs or services to residents of the City; a school or school-based/affiliated organization located in the City; or other City-based organization such as athletic organizations or community groups (collectively called “Eligible Organizations”); (2) must be in existence prior to submittal of an application; and (3) must have a record of successfully providing the type of service, activity or program for which funding is requested.

B. Eligible Services and Activities. To apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. **Grants will be awarded in maximum amounts of no more than \$15,000.**

C. Restrictions and Ineligible Organizations.

1. Grants shall not be used for religious activities or political campaigning purposes or activities.

2. A non-profit entity, a school or school-based/affiliated organization or other City-based organizations such as athletic organizations or community groups that have

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

as a member of their board or executive leadership a City employee, a City elected or appointed official or members of their family, are not eligible to apply for a Community Benefit Fund grant. Family members include spouse or domestic partner, child, parent, grandparent, grandchild, cousin, aunt, uncle, sibling, niece, nephew, parent-in-law, brother-in-law or sister-in-law, as well as all step relationships.

D. City Projects. This policy does not preclude the City from undertaking and funding projects on its own initiative that would be a benefit to the community.

IV. APPLICATION PROCEDURES

A. Submittal of an Application. Applicants must use the Community Benefit Fund application form. Forms are available on the City website at www.cityofmaywood.org and at Maywood City Hall at 4319 E. Slauson Avenue, Maywood, CA 90270. Applications may be requested by email at claudia.zavala@cityofmaywood.org

B. Application Deadline. The City Council will have quarterly application cycles available to consider requests contingent upon monies being available under the program. The application cycles and deadlines are as follows:

	<u>Application Cycle</u>	<u>Application Deadline</u>
Quarter 1:	July 1 - September 30	June 1
Quarter 2:	October 1 - December 31	September 1
Quarter 3:	January 1 - March 30	December 1
Quarter 4:	April 1 - June 30	March 1

The application must be submitted by 5:00 p.m. on the applicable deadline date addressed to: City of Maywood, Attention: Community Benefit Fund via City Manager's Office, 4319 E. Slauson Avenue, Maywood, CA 90270.

C. General Information.

1. Applicants may apply for funds during any application cycle. Notwithstanding, funds must be requested and spent during the same fiscal year in which the award was approved by the City Council.
2. Organizations may submit only one application per fiscal year.
3. Funding to an Eligible Organization will not constitute a precedent for contributions in subsequent fiscal years.

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

A. Review of Applications. Following the application deadline, City Staff will review the applications. Applicants may be contacted if further information is requested, to answer questions, clarify their application, etc. All applications will be evaluated to ensure that the applicant is an "Eligible Organization" and that purpose for which the grant is sought is consistent with this policy. Applications and recommendations of Staff, if any, will be presented to the City Council during a regular scheduled City Council meeting for the Council's consideration and approval.

B. City Council Action. The City Council will take final action on award of all grants and maintains the discretion to fund in whole or in part any request or not to fund any or all requests during the Application Cycle. Alternatively, the City Council may hold-over any application into the next Application Cycle. In the case of multiple applications that are competing for limited available funds, consideration may be given to applications based on the following criteria: (i) the number of residents who are expected to benefit, participate in or be positively impacted by the program; (ii) the performance of the applicant in prior years, including demonstrated fiscal responsibility and compliance with applicable requirements; (iv) the amount of funding previously award to the applicant or the program or event in prior years; and (v) the total amount of funding requested as a proportion of the total available funds for the applicable fiscal year.

VI. POST AWARD REQUIREMENTS

A. Agreement. All Eligible Organizations elected to receive funds will be required to sign and execute an agreement with the City of Maywood.

B. Reporting. Eligible Organizations must complete a report, within 45 days of fund expenditure, describing the use of the grant and amount expended, the number of participants in the event or program, copies of any publicity of the event or program, and a narrative regarding the benefit to the City of Maywood. The City reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were expended. Failure to submit this required report will make the Eligible Organization ineligible for allocation of future funds until the required report is submitted. These reports will be reviewed and taken into account for evaluating subsequent funding proposals from that entity.

C. Request for Funds. The Eligible Organization receiving the funds is responsible for submitting a funds request to the City's Finance Director and shall allow the City up to 30 days to process the request. If a third-party vendor is the recipient of the funds (i.e. bus company used for field trip), then the request shall include the information regarding that vendor including their Tax Identification Number and the check shall be made payable to that vendor. If the grant is to be used to purchase tangible goods or services, the City has the discretion to purchase the goods or services directly and

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

pass-through the goods or services to the Eligible Organization rather than provide the funding.

D. Return of Funds to the City. Unexpended funds must be returned to the City at the end of the fiscal year. Funds must also be returned to the City if the City determines that the applicant has not performed in accordance with the approved application listing the use of the funds.

E. Failure to Abide by Policy. The failure of an Eligible Organization to abide by this Policy will result in the Eligible Organization being denied for funding in the future.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 13.

DATE: October 23, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES SUPERVISOR

SUBJECT: CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM CHESTER W. NIMITZ MIDDLE SCHOOL IN THE AMOUNT OF \$10,000.00 TO SUPPORT STUDENT AND STAFF RECOGNITION INITIATIVES THROUGH INCENTIVES AND FOSTER A POSITIVE SCHOOL ENVIRONMENT

RECOMMENDATION:

Staff recommends that the City Council approve the Community Benefit Fund Application from Chester W. Nimitz Middle school in the amount of \$10,000.00.

BACKGROUND:

The Application is dated September 10, 2024, and was received by email from the applicant. The City of Maywood has established a "Community Based Fund" to support community-based programs and activities. Applicant eligibility is determined by the City's Community Benefit Fund Guidelines and Procedures ("Guidelines") for the distribution of funds to eligible organizations that provide community-based programs, community activities and educational activities.

This school year, Chester W. Nimitz Middle School received two prestigious recognitions: the National Capturing Kids' Hearts (CKH) Showcase School Award and the California PBIS Gold Award. Both honors were awarded for the school's efforts in improving academic performance, fostering a positive and welcoming environment, and promoting strong parent and community engagement.

Chester W. Nimitz Middle School is applying for the Community Benefit Fund for the first time. This first time application highlights the school's dedication to improving campus culture and providing meaningful rewards to both students and staff.

DISCUSSION:

The applicant, Chester W. Nimitz Middle School, is requesting funding to support their student and staff recognition initiative through incentives aimed at fostering a positive school environment. The funds will help sustain the efforts that earned them prestigious recognitions, including the National Capturing Kids' Hearts (CKH) Showcase School Award and the California PBIS Gold Award.

Qualification Review

Per the grant guidelines, to apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the

delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include, but are not limited to, educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. In addition, per the Grant guidelines, grants will be awarded in a maximum amount of no more than \$15,000.00. After reviewing the grant application, staff finds the applicant to qualify for funding per the grant guidelines.

Chester W. Nimitz Middle School, originally established as Carmelita Junior High in 1966, serves the community of Maywood by providing a wide range of programs and services to students in grades 6 through 12. Located on the border of Maywood and Huntington Park, the school serves families from both cities. Nimitz offers not only academic programs but also health and wellness initiatives, including a student and staff incentive program designed to provide social and emotional support, fostering a safe and welcoming environment for all.

Accordingly, based on the documentation provided by the applicant in support of their application, staff recommends that the City Council approve their request.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The City's budget includes \$75,000 in the Community Benefit Fund for fiscal year 2024/2025. To date, \$7,000.00 has been expended from this account. Therefore, there is an adequate budget available, and no additional budget appropriation is needed.

F.Y. 23-24 Impact: \$10,000.00	Current F.Y. Budget: \$75,000
Fund Impacted: 100-General Fund	Budget adjustment requested: \$0
Source of funds: 302 - Community Services	Remaining Budget: \$48,000
Account Number: 6301 - Community Benefit Fund	For fiscal year: 2024/2025

ATTACHMENT(S)

1. Nimitz 9.28.24 Application
2. Nimitz CBFProposedBudget24
3. Nimitz IRS Letter
4. CBF Guidelines & Procedures

CITY OF MAYWOOD

COMMUNITY BENEFIT FUND APPLICATION

Please Type/Print Information
(attach additional pages as needed)

Date: 9/10/24

Application Funding Cycle

- ☐ Q1: July 1 – September 30
☒ Q2: October 1- December 31
☐ Q3: January 1 - March 30
☐ Q4: April 1 - June 30

Application Due Date

June 1
September 1
December 1
March 1

Amount Requested: \$10,000

Organization Name: Chester W. Nimitz Middle School	Phone Number: 323-887-5400
Street Address: 6021 Carmelita Avenue	Fax Number:
City, State, Zip: Huntington Park, California	Federal EIN: 95-2122609
Contact Person: Dr. Guillermina Jauregui, Principal	
Contact Email Address: gjauregu@lausd.net	

Provide a detailed description of your organization. For example, are you a school, school-based or affiliated entity, youth program, community based organization, etc.

Chester W. Nimitz is a middle school that services families in the Maywood and Huntington Park communities.

Does your organization have non-profit status with the Internal Revenue Service?

Yes ☒ No ☐ (If yes, attach documentation)

How long has this organization been in existence (provide date)?

Chester W. Nimitz has been in exhistance since 1966, previously Carmelita Junior High

Is the organization located/based in Maywood or does it provide programs or services to Maywood residents? Yes ☒ No ☐ If yes, please explain.

The school building is in the boarder of Maywood City & Huntington Park City and services both cities.

Describe how the requested funds will be used? Attach a proposed budget.

The funds will be used to purchase t-shirts for students and staff as incentives since we recently b Capturing Kids Hearts National Showcase School as well as a California PBIS Gold Award. We v like to continue our social emotional support and recognition to have a safe and welcoming envirc

What is the anticipated time-frame to provide the proposed program, service, event activity or goods and the expenditure of the requested funds?

We will like to have the funds for the 2024-25 school year- If possible the Fall & Spring semester

Describe the organization's efforts in obtaining funding from other sources?

This year our school had a reduction of funds and we would like to continue with a positive environment and recognitions to set the environment for a safe, welcoming and academic climate. How will the requested funds have a benefit to Maywood residents?

The funds will have a positive impact for all Maywood residents as we are teaching the Capturing skills and the PBIS characteristics to continue being Safe, Respectful and Responsible citizens

How will the requested funds enhance the quality of life or the delivery of services for Maywood residents?

Our student will be able to have a better quality of life and respectful citizens to others and the community. Students will be responsible and respectful to self, others and property.

How will the requested funds provide educational opportunities for Maywood residents or students?

The funds will continue to recognize our students academic (Captains and Admirals) and well as citizenship awards, in addition to attendance and punctuality recognitions.

Has your organization previously received funding from the City of Maywood?

Yes ☐ No ☒ If yes, identify the use of the funds, total amount, and fiscal year in which the funds were received.

Is a member of your organization's board or executive leadership a City employee, an elected or appointed City official, or a family member of a City employee or elected or appointed City official? Yes ☐ No ☒ If yes, please explain.

By my signature below, I hereby certify, under penalty of perjury, that I am qualified to sign for and bind the named organization and that the information contained within and submitted with this application is complete, true and accurate. I have received a copy of the Community Benefit Fund Guidelines and Procedures and agree to abide by its provisions. If awarded funding, an agreement will be required to be executed.

Date: 9/10/24	Signature: <i>Dr. Guillermina Jauregui</i>			
Print Name and Title: Dr. Guillermina Jauregui, Principal				
Date Received	Eligibility Verified	Date Approved	Date Denied	Amount Awarded



Alberto Carvalho
Superintendent of Schools

Jose Huerta
Superintendent, Region East

Gerardo Loera
Region East Director,

Dr. Guillermina Jauregui
Principal

Los Angeles Unified School District

Chester W. Nimitz Middle School

6021 CARMELITA AVE., HUNTINGTON PARK, CALIFORNIA 90255
TELEPHONE (323) 887-5400 FAX (323) 773-5201

October 1, 2024

Dear Maywood City Mayor and Council Members,

Thank you for your continued support. This school year, we have two very special recognitions, National Capturing Kids Hearts (CKH) Showcase School and California PBIS Gold Award. Both recognitions are given to the school for our academic improvement and positive climate, a safe and welcoming environment, and parent/community engagement. In order to maintain the positive environment for all and to recognize our students and staff for their hard work, we need your financial assistance given that this year our school budget was drastically reduced. Please see below our proposal for student and staff recognition and appreciation. Below is an estimate. We will keep you posted of our purchases.

We appreciate your partnership with Nimitz Middle School and I personally thank you in advance for your generosity. I am including our Tax ID number here (#95-6001908) for tax purposes.

Sincerely,

Guillermina Jauregui

QUANTITY	DESCRIPTION	UNIT PRICE	\$ AMOUNT
600	Student Leaders T-Shirts (Leadership, WEB, Mentors, Band, Captains & Admirals, etc.)	\$9	\$5,400
120	Staff T-Shirts	\$9	\$1,080
120	Umbrellas for staff incentives	\$13	\$1,560
	Lanyards for staff and student incentives		\$200
	Water bottles for staff incentives		\$200
	Posters / Banners to promote school climate		\$500
	Gifts to raffle for student and staff attendance		\$500
	Awards – eg. Trophies, medals, certificates		\$560
		Shipping & Handling	
Sales Tax			
TOTAL AMOUNT			\$10,000

“Nimitz Middle School empowers scholars with an equitable education in a safe environment to be future-ready.”



CINCINNATI OH 45999-0038

In reply refer to: 0234209327
Apr. 16, 2024 LTR 147C 0
95-2122609 000000 00

00009806

BODC: TE

CHESTER W NIMITZ MIDDLE SCHOOL
6021 CARMELITA AVE
HUNTINGTON PK CA 90255-3320



045229

Employer identification number: 95-2122609

Dear Taxpayer:

Thank you for your inquiry of Apr. 05, 2024.

Your employer identification number (EIN) is 95-2122609. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at [IRS.gov/forms](https://www.irs.gov/forms) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call 800-829-4933.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0234209327
Apr. 16, 2024 LTR 147C 0
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0234209327

Apr. 16, 2024 LTR 147C 0

95-2122609 000000 00

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CHESTER W NIMITZ MIDDLE SCHOOL
6021 CARMELITA AVE
HUNTINGTON PK CA 90255-3320

Sincerely yours,

Warren R. Burton

Warren R. Burton, Operations Mgr
Accounts Management Operations 1

Enclosures:
Copy of this letter

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

I. BACKGROUND

The City of Maywood has established a “Community Benefit Fund” to support community based programs and activities.

II. PURPOSE

The purpose of this policy is to provide guidelines and procedures for the distribution of public funds, which will in turn fund community programs, activities and educational activities conduct by Eligible Organizations that meet the requirements and guidelines set forth by the City Council in this policy.

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CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

as a member of their board or executive leadership a City employee, a City elected or appointed official or members of their family, are not eligible to apply for a Community Benefit Fund grant. Family members include spouse or domestic partner, child, parent, grandparent, grandchild, cousin, aunt, uncle, sibling, niece, nephew, parent-in-law, brother-in-law or sister-in-law, as well as all step relationships.

D. City Projects. This policy does not preclude the City from undertaking and funding projects on its own initiative that would be a benefit to the community.

IV. APPLICATION PROCEDURES

A. Submittal of an Application. Applicants must use the Community Benefit Fund application form. Forms are available on the City website at www.cityofmaywood.org and at Maywood City Hall at 4319 E. Slauson Avenue, Maywood, CA 90270. Applications may be requested by email at claudia.zavala@cityofmaywood.org

B. Application Deadline. The City Council will have quarterly application cycles available to consider requests contingent upon monies being available under the program. The application cycles and deadlines are as follows:

	<u>Application Cycle</u>	<u>Application Deadline</u>
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Quarter 2:	October 1 - December 31	September 1
Quarter 3:	January 1 - March 30	December 1
Quarter 4:	April 1 - June 30	March 1

The application must be submitted by 5:00 p.m. on the applicable deadline date addressed to: City of Maywood, Attention: Community Benefit Fund via City Manager's Office, 4319 E. Slauson Avenue, Maywood, CA 90270.

C. General Information.

1. Applicants may apply for funds during any application cycle. Notwithstanding, funds must be requested and spent during the same fiscal year in which the award was approved by the City Council.
2. Organizations may submit only one application per fiscal year.
3. Funding to an Eligible Organization will not constitute a precedent for contributions in subsequent fiscal years.

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

A. Review of Applications. Following the application deadline, City Staff will review the applications. Applicants may be contacted if further information is requested, to answer questions, clarify their application, etc. All applications will be evaluated to ensure that the applicant is an "Eligible Organization" and that purpose for which the grant is sought is consistent with this policy. Applications and recommendations of Staff, if any, will be presented to the City Council during a regular scheduled City Council meeting for the Council's consideration and approval.

B. City Council Action. The City Council will take final action on award of all grants and maintains the discretion to fund in whole or in part any request or not to fund any or all requests during the Application Cycle. Alternatively, the City Council may hold-over any application into the next Application Cycle. In the case of multiple applications that are competing for limited available funds, consideration may be given to applications based on the following criteria: (i) the number of residents who are expected to benefit, participate in or be positively impacted by the program; (ii) the performance of the applicant in prior years, including demonstrated fiscal responsibility and compliance with applicable requirements; (iv) the amount of funding previously award to the applicant or the program or event in prior years; and (v) the total amount of funding requested as a proportion of the total available funds for the applicable fiscal year.

VI. POST AWARD REQUIREMENTS

A. Agreement. All Eligible Organizations elected to receive funds will be required to sign and execute an agreement with the City of Maywood.

B. Reporting. Eligible Organizations must complete a report, within 45 days of fund expenditure, describing the use of the grant and amount expended, the number of participants in the event or program, copies of any publicity of the event or program, and a narrative regarding the benefit to the City of Maywood. The City reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were expended. Failure to submit this required report will make the Eligible Organization ineligible for allocation of future funds until the required report is submitted. These reports will be reviewed and taken into account for evaluating subsequent funding proposals from that entity.

C. Request for Funds. The Eligible Organization receiving the funds is responsible for submitting a funds request to the City's Finance Director and shall allow the City up to 30 days to process the request. If a third-party vendor is the recipient of the funds (i.e. bus company used for field trip), then the request shall include the information regarding that vendor including their Tax Identification Number and the check shall be made payable to that vendor. If the grant is to be used to purchase tangible goods or services, the City has the discretion to purchase the goods or services directly and

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

pass-through the goods or services to the Eligible Organization rather than provide the funding.

D. Return of Funds to the City. Unexpended funds must be returned to the City at the end of the fiscal year. Funds must also be returned to the City if the City determines that the applicant has not performed in accordance with the approved application listing the use of the funds.

E. Failure to Abide by Policy. The failure of an Eligible Organization to abide by this Policy will result in the Eligible Organization being denied for funding in the future.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 14.

DATE: October 23, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: NANCY RODRIGUEZ, HR/RISK MANAGER

SUBJECT: CONSIDERATION OF RESOLUTION NO. 6389 TO AMEND THE CITY'S CLASSIFICATION PLAN TO ESTABLISH TWO LEVELS WITHIN THE PROFESSIONAL PLANNING SERIES: ASSISTANT PLANNER (ENTRY-LEVEL) AND ASSOCIATE PLANNER (JOURNEY-LEVEL), ADOPT THE CORRESPONDING SALARY RANGE FOR THE JOURNEY-LEVEL POSITION FROM \$76,212.00 TO \$97,268.00

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6389 amending the City's Classification Plan to establish two levels within the professional planning series: Assistant Planner (entry-level) and Associate Planner (journey-level) in the Building and Planning Department and adopt the corresponding salary range for the journey-level position, \$76,212 to \$97,268.

BACKGROUND:

The Planning Division and Human Resources Department have faced ongoing challenges in filling the Assistant Planner position, which has been vacant since June 2024. Despite two rounds of job postings, on June 3, 2024, and August 2, 2024, efforts to recruit a suitable candidate have been unsuccessful. Feedback from the recruitment process suggests that the current classification may not meet the evolving demands of the City's planning needs and may not be appealing to the pool of potential applicants with the required expertise.

To increase flexibility and competitiveness in the recruitment process, it is recommended to restructure the planning position into a two-level series: an entry-level Assistant Planner and a journey-level Associate Planner. This structure will allow the City to attract candidates with a range of skills and experience, offering a career path within the professional planning series.

Introducing these two levels will give the City the flexibility to hire based on the department's needs and the qualifications of the candidates, whether they are recent graduates seeking entry-level experience or experienced professionals capable of managing more complex planning projects. This approach is expected to help fill the vacancy more effectively, ensure the City's planning objectives are met, and provide robust support to the Building and Planning Department. At this time an Associate Planner would better serve the City by providing the experienced insight needed for complex tasks like assisting with updating the General Plan and Zoning Code, as well as developing Local Hazard Mitigation Plans and Climate Action Plans. The planning division benefits greatly when its team members have diverse experience. Typically, Associate Planners bring at least three years of experience and having a well-rounded planner enhances the team's effectiveness. In addition, an experienced planner not only reduces the need for extensive training from other departments but also contributes advanced knowledge right from the start. Given the city's range of projects, Maywood is an

ideal environment for a planner to further develop a variety of skills.

DISCUSSION:

The Planning Division under Building and Planning Department consists of one Full-Time staff member. Class characteristics of both the Assistant Planner and Associate Planner are described as follows:

Assistant Planner: This is the entry level class in the professional planning series. This position is distinguished from the Associate Planner by the performance of more routine tasks and duties as assigned in the fields of current or advance planning requiring the application of fundamental planning principles. Assignments are generally moderately difficult in scope and work is usually supervised while in progress, however, as experience is acquired, typically the incumbent may be assigned more difficult and increasingly complex duties.

Associate Planner: This is journey level class in the professional planning series. This position is distinguished from the Assistant Planner by performance of the full range of duties as assigned, works independently and applies well developed planning knowledge and professional expertise. The Associate Planner may receive only occasional instruction of assistance as new or difficult situations arise and are fully aware of the operating procedures and policies in the Planning field.

Staff requests Council's approval of the attached Associate Planner job description (Attachment C) and the proposed salary range below:

Position Title	Step A	Step B	Step (Market Median) C	Step D	Step E	Step F
Associate Planner	\$76,212	\$80,023	\$84,024	\$88,225	\$92,636	\$97,268

The proposed Associate Planner salary range was established by conducting a market median survey of comparable cities.

AFSCME representatives were informed of the updates from the City as this position will be a part of the bargaining unit.

LEGAL REVIEW:

This item has been reviewed by the City Attorney.

FISCAL IMPACT:

There is no fiscal impact on amending the City's classification Plan to establish two levels within the professional planning series: Assistant Planner (entry-level) and Associate Planner (journey-level) salary range in the Building and Planning Department. The request of appropriation will occur in the future when this position is being filled.

ATTACHMENT(S)

1. October 2024 - Staff Report - Assistant Planner - Resolution
2. October 2024 - Classification Plan and Job Descriptions

RESOLUTION NO. 6389

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, AMENDING THE CITY'S CLASSIFICATION PLAN TO ESTABLISH TWO LEVELS WITHIN THE PROFESSIONAL PLANNING SERIES: ASSISTANT PLANNER (ENTRY-LEVEL) AND ASSOCIATE PLANNER (JOURNEY-LEVEL), ADOPT THE CORRESPONDING SALARY RANGE FOR THE JOURNEY-LEVEL POSITION FROM \$76,212.00 TO \$97,268.00

WHEREAS, the City Manager is appointed as the Personnel Officer and per the City's Personnel Rules and Regulations, shall prepare and maintain the classification plan; and

WHEREAS, the City Manager reviewed the current classification plan resulting in a modernization of the title for a current job classification based on the current and future needs of the City; and

WHEREAS, the City Manager is recommending to establish two levels within the professional planning classification which includes Assistant Planner (entry-level) and Associate Planner (journey-level); and

WHEREAS, the City Council, per the City's Personnel Rules and Regulations, shall approve any additions or deletions of the classification plan; and

WHEREAS, staff recommends the proposed salary range for the new classification; and

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF MAYWOOD DOES
HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and incorporated herein as if set forth in full.

SECTION 2. The City Council hereby approves an updated Classification Plan that establishes two levels within the professional planning series in the Building and Planning Department: Assistant Planner (entry-level) and Associate Planner (journey level) as set forth in Exhibit A. The Assistant Planner and Associate Planner positions are fully described in the attached Exhibit A.

SECTION 3. The City Council hereby directs the City Manager to incorporate the title update as described in herein into the Classification Plan.

SECTION 4. The City Council hereby establishes and approves the salary range for the newly added positions and the position adjustment as follows:

Position (Job Title)	Range
Associate Planner	\$76,212.00 - \$97,268 .00 (Annually)

SECTION 5. The City Council authorizes the City Manager to take all necessary steps to implement the Classification Plan and set the salary range for each position.

SECTION 6. This Resolution shall be effective immediately upon its passage and approval.

SECTION 7. The City Clerk shall certify the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED, this 23rd day of October 2024.

Eduardo De La Riva, Mayor

ATTEST:

Brian Juarez, City Clerk

APPROVED AS TO FORM

Roxanne Diaz, City Attorney



CLASSIFICATION PLAN

Accounting Specialist I
Accounting Specialist II
Administrative Analyst
Administrative Assistance
Assistant Planner and Associate Planner*
Building Inspection/Code Compliance Supervisor
City Manager
Code Compliance Officer I
Community Development Analyst
Community Service Officer
Community Services Liaison
Community Services Supervisor
Customer Service Rep I
Customer Service Rep II
Director of Building and Planning
Deputy City Clerk/ Assistant to the City Manager
Director of Finance
Executive Assistant
Finance Specialist
Housing Specialist
Human Resources/ Risk Manager
Parking Enforcement Officer I
Parking Enforcement Officer II
Public Works Coordinator
Public Works Maintenance Worker
Public Works Lead Maintenance Worker
Public Works Superintendent
Secretary of Building and Planning
Senior Accountant**
Senior Parking Enforcement Officer

***Formerly labeled as Assistant Planner**

****Formerly labeled as Fund Accountant**



Assistant Planner

Salary Range (\$65,337 - \$83,389.00 annually DQQ)

**Full-time; Non-exempt
with competitive benefits package**

DEFINITION

Under general direction of the Director of Building and Planning, the Assistant Planner performs a wide variety of responsible clerical tasks; types, proofreads, files and maintains a variety of documents and correspondence; receives and handles telephone calls and walk-in public, takes minutes of commission meetings, and performs other duties as assigned

The intent of this position description is to provide a representative summary of the major duties and responsibilities performed by the incumbent(s) in this position. Incumbent(s) may not be required to perform all duties in this description and incumbent(s) may be required to perform position-related tasks other than those specifically listed in this description.

DISTINGUISHING CHARACTERISTICS

Assistant Planner: This is the entry level class in the professional planning series. This class is distinguished from the Associate Planner by the performance of the more routine tasks and duties assigned to this position in the fields of current or advanced planning which requires the application of fundamental planning principles. Assignments are generally moderately difficult in scope and work is usually supervised while in progress; however as experience is acquired, the incumbent is assigned more difficult and complex duties.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Building and Planning Director. Incumbents in this class do not routinely exercise supervision.

The intent of this position description is to provide a representative summary of the major duties and responsibilities performed by the incumbent(s) in this position. Incumbent(s) may not be required to perform all duties in this description and incumbent(s) may be required to perform position-related tasks other than those specifically listed in this description.

ESSENTIAL AND SECONDARY FUNCTION STATEMENTS

As defined under the Americans with Disabilities Act, essential functions may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodation will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

Essential and other important responsibilities and duties may include, but are not limited to the following:

Essential Functions:

- Answers incoming phone calls
- Provides clerical and administrative support to Director of Building and Planning
- Types Planning Commission minutes.
- Prepares and distributes Planning Commission agendas.
- Sends out approved minutes to various applicants.
- Copies agendas, correspondence, and minutes.
- Types conditions of approval for execution by applicants for discretionary review.
- Contacts Planning Commission members to insure a quorum.
- May handle various, specially assigned administrative activities as designated by the Director including facilitating projects, programs, research, or report preparation.
- Attends all meetings of the Planning Commission Board and develops official minutes of the proceedings in a manner prescribed by the supervisor and consistent with applicable laws.
- Uploads pertaining information to the City's website and Social Media platforms.

Secondary Functions:

- Uploads information and maintains City of Maywood's website for Planning Department.
- Assists in purchasing functions and duties.
- Keeps track of work orders, service reports, payments and departmental budget
- Provides back up support to the Front Counter customer service representatives.
- Performs other related duties as assigned.

QUALIFICATION GUIDELINES:

Education and/or Experience

12 months secretarial experience required. Two years prior experience in job-related secretarial, customer service and business related activities with demonstrated competence desired.

License/Certificate

Possession of or ability to obtain a Class C California driver's license and a satisfactory driving record.

KNOWLEDGE/ABILITIES/SKILLS

The following are a representative sample of the knowledge, abilities, and skills necessary to perform essential duties of the position.

Knowledge of:

Bilingual fluency in English and Spanish is highly desired.

Proficiency in the use of computers and related equipment, hardware and software.

Strong knowledge of Microsoft Office including Outlook, Word, and Excel.

Basic business letter writing and report preparation techniques.

Ability to:

Learn and apply the rules, regulations, policies, and procedures applicable to the office, work area, or department to which assigned.

Perform a wide variety of difficult and responsible clerical work; work independently in the absence of supervision.

Understand and follow oral and written instructions; communicate clearly and concisely, both orally and in writing; establish and maintain cooperative working relationships with employees and the public.

Skill in researching, analyzing and preparing reports/recommendations for public officials.

Skill in planning and implementing departmental procedures and objectives.

Skill in resolving customer complaints and concerns.

Skill to:

Effective oral and written communications.

Interpersonal interactions with individuals at all levels.

Making independent judgements and decisions based on standard policy or procedure.

Organizing and prioritizing assignments.

Utilizing a variety of Microsoft Office software, including Outlook, Excel and PowerPoint.

WORKING CONDITIONS

Environmental Conditions: Standard office environment with continual exposure to computer screens and attention to general public.

Physical Conditions: Essential and secondary functions may require sporadic light lifting and carrying; sitting for prolonged periods of time.

Probationary Period

12 months



Associate Planner

Salary Range (\$76,212.24 - \$97,268.28 annually D0Q)

**Full-time; Non-exempt
with competitive benefits package**

DEFINITION

Under general supervision, performs professional current or long range planning work; performs related duties as required.

DISTINGUISHING CHARACTERISTICS

Associate Planner: This is the journey level class in the professional planning series. Positions at this level are distinguished from the Assistant Planner by the performance of the full range of duties as assigned, working independently and applying well developed planning knowledge. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Building and Planning Director. Incumbents in this class may provide technical and functional direction to other staff.

The intent of this position description is to provide a representative summary of the major duties and responsibilities performed by the incumbent(s) in this position. Incumbent(s) may not be required to perform all duties in this description and incumbent(s) may be required to perform position-related tasks other than those specifically listed in this description.

ESSENTIAL FUNCTIONS STATEMENT

As defined under the Americans with Disabilities Act, essential functions may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodation will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

- Prepare monthly agenda and packets for Planning Commission meetings.
- Transcribe Planning Commission minutes, set up meetings, and notify media of Planning Commission meetings.

- Participates in the review, development, amendment, or revision of various elements of the City's General Plan, specific plans, municipal codes, annexations, and other policies and procedures.
- Compiles, analyzes, and interprets data to define environmental conditions, social, economic, and housing trends, community needs, and zoning problems; prepares maps, graphs, charts, and other visual aids to illustrate planning studies.
- Reviews, analyzes, and makes recommendations regarding conditional use permits, home occupancy permits, variances, zone changes, lot line adjustments, lot mergers, certificates of compliance, temporary use permits, sign permits, and business license applications.
- Attends meetings and public hearings; participates in various special projects to ensure planning and review activities are meeting the needs of the city.
- Prepares a variety of written communications, including analytical reports, correspondence, and drafts of revisions to local ordinances and planning policies and procedures.
- Performs other duties as assigned. Conducts assignments involving current and long-range planning projects; confers with applicants and agency representatives to identify problems; evaluates data and proposes methods to resolve conflicting issues of plan implementation, zoning requirements, and environmental impact.
- Evaluates current development projects by detailed review of plans for architectural, zoning and general plan requirements; performs field surveys to identify problems and upon completion of projects to ensure conformance with applicable requirements, discusses recommendations with builders, developers, architects, and real estate professionals.
- Contributes to the review and revision of local ordinances; conducts research; prepares planning reports including staff reports, EIR'S, negative declarations and special studies.
- Confers and advises architects, engineers, attorneys, developers, and the general public regarding City development procedures and processes.
- Responds to inquiries, both orally and in writing; applies planning policies, state laws and local ordinances, or explains procedures; provides assistance to the Planning Commission, City Council, and other committees and commissions; attends Planning Commission meetings; prepares staff reports including graphic presentations; make presentations to the Planning Commission, City Council and other committees.
- Coordinates planning activities, special studies, and reports with consultants, other departments, state, county, and federal agencies; schedules project review committee meetings to solicit preliminary review comments from affected departments.
- Reviews business licenses for compliance with zoning; negotiates contracts and prepares agreements; monitors contract provisions; coordinates financing provisions with the Finance Department; ensures compliance with applicable laws.
- May have lead supervision over interns, professionals, and technicians.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

Secondary Functions:

- Assist other staff and provide technical direction and training on planning and building related information.

- Assists in purchasing functions and duties.
- Keeps track of work orders, service reports, payments and departmental budget
- Provides support to the Front Counter customer service representatives including the building counter.
- Performs other related duties as assigned.

QUALIFICATION GUIDELINES:

Education and/or Experience

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

A Bachelor's degree or equivalent with major work in planning, architecture, environmental design, landscape architecture, or a related field and two to three years of related work experience. In addition to the above, one year of professional planning experience equivalent to that of an Assistant Planner with the City of Maywood.

License/Certificate

Possession of or ability to obtain a Class C California driver's license and a satisfactory driving record.

KNOWLEDGE/ABILITIES/SKILLS

The following are a representative sample of the knowledge, abilities, and skills necessary to perform essential duties of the position.

Knowledge of:

Considerable knowledge of the principles and practices of planning; related state and federal laws, ordinances, rules and regulations; the California Environmental Quality Act; Subdivision Map Act; site planning and architectural review; building and engineering principals; ability to read plans and maps including grading plans.

Ability to:

- Communicate clearly and concisely, both orally and in writing.
- Keep accurate records.
- Analyze data and information and draw logical conclusions.
- Communicate effectively with a variety of personnel and establish/maintain effective working relationships.
- Prepare graphic exhibits.
- Interpret and apply rules, regulations, legislation and policies.
- Understand and follow verbal and written directions.
- Work independently.
- Perform mathematical computations.
- Operate a computer and use a variety of computer software.
- Write reports and make presentations.

- Conduct field inspections and ensure compliance with regulations.

Skill to:

Operate an office computer and a variety of word processing and software applications including, graphic and presentation programs.

WORKING CONDITIONS

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Position requires prolonged sitting, standing, walking, kneeling, squatting, and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires both near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot, and cold. The nature of the work also requires the incumbent to drive motorized vehicles. The need to lift, drag, and push files, paper, and documents weighing up to 25 pounds is also required.

Probationary Period

12 months