



SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

REGULAR MEETING AGENDA APRIL 25, 2024, 9:00 A.M.

Chair Cory C. Moss
Vice Chair Cathy Marcucci
Board Member Michael Greubel
Board Member Mark D. Radecki
Board Member Newell Ruggles

Location: City Council Chamber, 15651 Mayor Dave Way, City of Industry, California

Addressing the Agency:

- **Agenda Items:** *Members of the public may address the Successor Agency on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a one-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Successor Agency is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the Secretary prior to the Agenda item being called and prior to the individual being heard by the Successor Agency.*

- **Public Comments (Non-Agenda Items Only):** *Anyone wishing to address the Successor Agency on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a one-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Successor Agency from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Successor Agency is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the Secretary prior to the Agenda item being called by the Secretary and prior to the individual being heard by the Successor Agency.*

At the time of publication, no board members intend to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a member will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 294 176 710 324

Meeting Passcode: 8GFWcN

Or call in (audio only)

[+1 657-204-3264](tel:+16572043264)

Phone Conference ID: 439 493 263#

- **Americans with Disabilities Act:** *In compliance with the ADA, if you need special assistance to participate in any meeting (including assisted listening devices), please contact the Office of the Secretary to the Successor Agency (626) 333-2211. Notification of at least 72 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

Agendas and other writings:

- In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the Secretary of the Successor Agency during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211
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1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT ITEMS**

- 6.1 Consideration of the Register of Demands for April 11, 2024

RECOMMENDED ACTION: Ratify the Register of Demands for April 11, 2024.

- 6.2 Consideration of the Register of Demands for April 25, 2024

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate Agency Officials to pay the bills.

- 6.3 Consideration of Amendment No. 3 to the Maintenance Services Agreement with Mariposa Landscapes, Inc., for the Industry Business Center Slopes Landscape Maintenance, revising the scope of services, revising the rate schedule, and increasing compensation by \$248,223.76 (MP 99-31 #61)

RECOMMENDED ACTION: Approve the Amendment

7. **ACTION ITEMS-NONE**
8. **PUBLIC HEARINGS-NONE**
9. **CLOSED SESSION-NONE**
10. **EXECUTIVE DIRECTOR REPORTS**

11. **AB 1234 REPORTS**

12. **BOARD MEMBER COMMUNICATIONS**

13. **PUBLIC COMMENTS**

14. Adjournment. Next regular Successor Agency meeting is May 23, 2024.

SUCCESSOR AGENCY

ITEM NO. 6.1

**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY
AUTHORIZATION FOR PAYMENT OF BILLS
April 11, 2024**

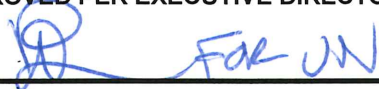
FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
222	IUDA ADMIN	443,416.25
221	IUDA PROJECT 1	0.00
	IUDA PROJECT 2	0.00
	IUDA PROJECT 3	0.00
TOTAL ALL FUNDS		443,416.25

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO - CKING ACCOUNT	241,416.25
BOFA	BANK OF AMERICA	202,000.00
TOTAL ALL BANKS		443,416.25

APPROVED PER EXECUTIVE DIRECTOR



DATE



**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
April 11, 2024**

Check	Date	Payee Name	Check Amount
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IUDAADM.WF.CHK - IUDA Admin WF Checking

Invoice	Date	Description	Amount
33325 03/27/2024 INDUSTRY PUBLIC UTILITY COMMISSI			\$218.96
2024-00001649	03/14/2024	2/29-2/29/24 SVC-#1 B ST LOOP IBC EAST	\$11.54
2024-00001650	03/14/2024	2/29-2/29/24 SVC-#2 B ST LOOP IBC EAST	\$13.27
2024-00001651	03/14/2024	2/29-2/29/24 SVC-#3 B ST LOOP IBC EAST	\$16.88
2024-00001652	03/14/2024	2/29-2/29/24 SVC-1 MARCELLIN DR	\$13.54
2024-00001653	03/14/2024	2/29-2/29/24 SVC-2 MARCELLIN DR	\$13.01
2024-00001654	03/14/2024	2/29-2/29/24 SVC-3 MARCELLIN DR	\$11.54
2024-00001655	03/14/2024	2/29-2/29/24 SVC-1 GRAND CROSSING PKWY	\$11.54
2024-00001656	03/14/2024	2/29-2/29/24 SVC-2 GRAND CROSSING PKWY	\$11.54
2024-00001657	03/14/2024	2/29-2/29/24 SVC-#6 INDUSTRY WAY	\$30.64
2024-00001658	03/14/2024	2/1-3/1/24 SVC-270 GRAND AVE S	\$85.46

Invoice	Date	Description	Amount
33326 03/27/2024 WALNUT VALLEY WATER DISTRICT			\$3,574.00
4933904	03/11/2024	2/1-2/29/24 SVC-SE GRAND XING PKWY #1	\$150.75
4933905	03/11/2024	2/1-2/29/24 SVC-SE GRAND XING PKWY #2	\$150.75
4933906	03/11/2024	2/1-2/29/24 SVC-SE GRAND XING PKWY #3	\$142.03
4933907	03/11/2024	2/1-2/29/24 SVC-SE GRAND XING PKWY #4	\$113.69
4933908	03/11/2024	2/1-2/29/24 SVC-SE GRAND XING PKWY #5	\$113.69
4933902	03/11/2024	2/1-2/29/24 SVC-SE GRAND XING PKWY #6	\$113.69
4933901	03/11/2024	2/1-2/29/24 SVC-SE GRAND XING PKWY #7	\$113.69
4933909	03/11/2024	2/1-2/29/24 SVC-MARCELLIN DR MTR #1	\$113.69
4933910	03/11/2024	2/1-2/29/24 SVC-MARCELLIN DR MTR #2	\$113.69
4933898	03/11/2024	2/1-2/29/24 SVC-MARCELLIN DR MTR #3	\$113.69

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
April 11, 2024**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
4933911	03/11/2024		2/1-2/29/24 SVC-MARCELLIN DR MTR #4	\$113.69
4933923	03/11/2024		2/1-2/29/24 SVC-MARCELLIN DR MTR #5	\$118.05
4933924	03/11/2024		2/1-2/29/24 SVC-MARCELLIN DR MTR #6	\$122.77
4933917	03/11/2024		2/1-2/29/24 SVC-INDUSTRY WAY #1	\$127.98
4933918	03/11/2024		2/1-2/29/24 SVC-INDUSTRY WAY #2	\$122.26
4933912	03/11/2024		2/1-2/29/24 SVC-INDUSTRY WAY #3	\$116.55
4933913	03/11/2024		2/1-2/29/24 SVC-INDUSTRY WAY #4	\$116.55
4933914	03/11/2024		2/1-2/29/24 SVC-INDUSTRY WAY #5	\$117.26
4933915	03/11/2024		2/1-2/29/24 SVC-INDUSTRY WAY #6	\$117.26
4933916	03/11/2024		2/1-2/29/24 SVC-INDUSTRY WAY #7	\$116.55
4933922	03/11/2024		2/1-2/29/24 SVC-INDUSTRY WAY #8	\$114.40
4933919	03/11/2024		2/1-2/29/24 SVC-INDUSTRY WAY #9	\$114.40
4933920	03/11/2024		2/1-2/29/24 SVC-INDUSTRY WAY #10	\$113.69
4933921	03/11/2024		2/1-2/29/24 SVC-INDUSTRY WAY #11	\$113.69
4933817	03/11/2024		2/1-2/29/24 SVC-KOHL'S Center/Median	\$113.69
4933942	03/11/2024		2/1-2/29/24 SVC-SE GRAND XING PKWY-TEMP	\$575.85
33327	04/03/2024		INDUSTRY PUBLIC UTILITY COMMISSI	\$14.08
	Invoice	Date	Description	Amount
	2024-00001659	03/14/2024	2/29-3/1/24 SVC-#4 B ST LOOP IBC EAST	\$14.08
33328	04/11/2024		CNC ENGINEERING	\$50,390.00
	Invoice	Date	Description	Amount
	509938	03/28/2024	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$17,180.00
	509943	03/28/2024	DIAMOND BAR CREEK	\$122.50
	509944	03/28/2024	INDUSTRY EAST TRAFFIC MITIGATION	\$11,775.00

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
April 11, 2024**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
	509945	03/28/2024	IE TRAFFIC MITIGATION-BREA CYN/CHERYL LN	\$2,250.00
	509939	03/28/2024	IBC-EAST SIDE ROADWAYS	\$2,480.00
	509940	03/28/2024	IBC-SLOPES LANDSCAPE MAINT	\$3,320.00
	509941	03/28/2024	IMPROVEMENTS TO MAIN ACCESS RDS	\$5,360.00
	509942	03/28/2024	IBC-FUTURE PHASES AND STUDIES	\$7,902.50
33329	04/11/2024		H & H GENERAL CONTRACTORS, INC.	\$155,841.12
	Invoice	Date	Description	Amount
	#14DBC-0388-R	04/01/2024	RETENTION-DIAMOND BAR CREEK RESTORATION, PH.	\$155,841.12
33330	04/11/2024		LEIGHTON CONSULTING INC	\$22,911.92
	Invoice	Date	Description	Amount
	61786	03/19/2024	GEO SVC-IBC PROJ	\$2,494.88
	61787	03/19/2024	GEO SVC-DIAMOND BAR CREEK	\$444.00
	61785	03/19/2024	GEO SVC-TRAFFIC MITGATION GRAND/GOLDEN SPRIN	\$2,950.50
	60207	03/21/2024	GEO SVC-BREA CYN RD WIDENING	\$17,022.54
33331	04/11/2024		LOS ANGELES COUNTY PUBLIC WOR	\$429.64
	Invoice	Date	Description	Amount
	PW-24031105332	03/11/2024	PREPARE TIMING SHEETS	\$429.64
33332	04/11/2024		SCS ENGINEERS	\$6,279.58
	Invoice	Date	Description	Amount
	0494736	02/29/2024	LANDFILL ENG SVC-IBC PROJ	\$6,279.58
33333	04/11/2024		WKE, INC	\$1,756.95

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
April 11, 2024**

Check	Date	Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking			
Invoice	Date	Description	Amount
1200605259B	03/13/2024	57/60 FWY CONFLUENCE PROJ	\$1,756.95

Checks	Status	Count	Transaction Amount
	Total	9	\$241,416.25

**Successor Agency To The
Industry Urban Development Agency
Bank of America
April 11, 2024**

Check	Date	Payee Name	Check Amount
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PJ2.BOFA.CHK - Project 2 BofA Checking

2319	03/21/2024		IUDA-ADMINISTRATIVE ACCOUNT	\$202,000.00
	Invoice	Date	Description	Amount
	A2 REG 3/28/24	03/21/2024	TRANSFER FUNDS-SA REG 3/28/24	\$202,000.00

Checks	Status	Count	Transaction Amount
	Total	1	\$202,000.00

SUCCESSOR AGENCY

ITEM NO. 6.2

**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY
AUTHORIZATION FOR PAYMENT OF BILLS
April 25, 2024**

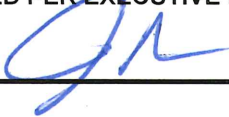
FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
222	IUDA ADMIN	459,659.65
221	IUDA PROJECT 1	0.00
	IUDA PROJECT 2	0.00
	IUDA PROJECT 3	0.00
TOTAL ALL FUNDS		459,659.65

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO - CKING ACCOUNT	270,659.65
BOFA	BANK OF AMERICA	189,000.00
TOTAL ALL BANKS		459,659.65

APPROVED PER EXECUTIVE DIRECTOR



DATE



**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
April 25, 2024**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
33334	04/25/2024		AVANT-GARDE, INC	\$275.00
	Invoice	Date	Description	Amount
	10154	03/19/2024	GRAND AVE/SR60 OFF-RAMP	\$275.00
33335	04/25/2024		CNC ENGINEERING	\$48,203.75
	Invoice	Date	Description	Amount
	510009	04/11/2024	IBC-EAST SIDE ROADWAYS	\$2,350.00
	510010	04/11/2024	IBC-SLOPES LANDSCAPE MAINT	\$5,530.00
	510011	04/11/2024	IMPROVEMENTS TO MAIN ACCESS RDS	\$5,100.00
	510012	04/11/2024	IBC-FUTURE PHASES AND STUDIES	\$7,655.00
	510013	04/11/2024	IBC TRAFFIC MITIGATION	\$1,125.00
	510008	04/11/2024	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$14,170.00
	510014	04/11/2024	DIAMOND BAR CREEK	\$498.75
	510015	04/11/2024	INDUSTRY EAST TRAFFIC MITIGATION	\$4,350.00
	510016	04/11/2024	IE TRAFFIC MITIGATION-BREA CYN/CHERYL LN	\$7,425.00
33336	04/25/2024		ENVIRONS, INC.	\$12,993.75
	Invoice	Date	Description	Amount
	3754	04/09/2024	LANDSCAPE SVC-IBC PROJ	\$12,993.75
33337	04/25/2024		L A COUNTY DEPT OF PUBLIC HEALTH	\$1,791.00
	Invoice	Date	Description	Amount
	3/29/24	03/29/2024	APPLICATION FEE-DIAMOND BAR CREEK RESTORATIC	\$1,791.00
33338	04/25/2024		MARIPOSA LANDSCAPES, INC	\$178,983.65

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
April 25, 2024**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
	Invoice	Date	Description	Amount
	107216	03/31/2024	LANDSCAPE SVC-IBC SLOPES	\$178,983.65
33339	04/25/2024		NV5, INC.	\$9,685.00
	Invoice	Date	Description	Amount
	379359	03/20/2024	IBC MASTER AGREEMENT	\$7,245.00
	379360	03/20/2024	IBC MASTER AGREEMENT	\$2,440.00
33340	04/25/2024		PBLA ENGINEERING, INC.	\$15,290.00
	Invoice	Date	Description	Amount
	108-3-0224-REV03	02/01/2024	DRAINAGE DESIGN-IBC PROJ	\$6,660.00
	108-3-0324-REV2	03/01/2024	DRAINAGE DESIGN-IBC PROJ	\$8,630.00
33341	04/25/2024		RKA CONSULTING GROUP	\$3,437.50
	Invoice	Date	Description	Amount
	34527	03/11/2024	CITY OF WALNUT-STREET IMPROVEMENTS	\$3,437.50

Checks	Status	Count	Transaction Amount
	Total	8	\$270,659.65

**Successor Agency To The
Industry Urban Development Agency
Bank of America Voided Checks
April 25, 2024**

Check	Date	Payee Name	Check Amount
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PJ2.BOFA.CHK - Project 2 BofA Checking

2320	04/09/2024	04/09/2024	IUDA-ADMINISTRATIVE ACCOUNT	(\$189,000.00)
	Invoice	Date	Description	Amount
	A2 REG 4/11/24	04/09/2024	VOIDED-INCORRECT BANK ACCT TRANSFER FUNDS-SA REG 4/11/24	(\$189,000.00)

Checks	Status	Count	Transaction Amount
	Total	1	(\$189,000.00)

**Successor Agency To The
Industry Urban Development Agency
Bank of America
April 25, 2024**

Check	Date		Payee Name	Check Amount
PJ2.BOFA.CHK - Project 2 BofA Checking				
2320	04/09/2024	04/09/2024	IUDA-ADMINISTRATIVE ACCOUNT	\$189,000.00
	Invoice	Date	Description	Amount
	A2 REG 4/11/24	04/09/2024	TRANSFER FUNDS-SA REG 4/11/24	\$189,000.00
2321	04/09/2024		IUDA-ADMINISTRATIVE ACCOUNT	\$189,000.00
	Invoice	Date	Description	Amount
	A2 REG 4/11/24	04/09/2024	TRANSFER FUNDS-SA REG 4/11/24	\$189,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$378,000.00

SUCCESSOR AGENCY

ITEM NO. 6.3



SUCCESSOR AGENCY TO THE
**INDUSTRY URBAN - DEVELOPMENT
AGENCY**

MEMORANDUM

TO: Honorable Chair and Members of the Successor Agency Board
FROM: Joshua Nelson, Executive Director
STAFF: Mathew Hudson, Engineering Manager; Sean Calvillo, Director of Operations, CNC Engineering
DATE: 04/25/2024
SUBJECT: Consideration of Amendment No. 3 to the Maintenance Services Agreement with Mariposa Landscapes, Inc., for the Industry Business Center Slopes Landscape Maintenance, revising the scope of services, revising the rate schedule, and increasing compensation by \$248,223.76 (MP 99-31 #61)

BACKGROUND

On July 1, 2021, the Successor to the Industry Urban-Development Agency ("Agency") approved a Maintenance Services Agreement ("Agreement") with Mariposa Landscapes, Inc. ("Mariposa") for landscape maintenance services at the Industry Business Center ("IBC"), in the amount of \$5,477,030.00. The slope landscape maintenance covers an area of approximately 200 acres, on the east and west sides of Grand Avenue, for the IBC development, over a period of three years. Mariposa is approved in the Recognized Obligation Payment Schedule ("ROPS") under line item no. 276.

The original rate schedule set forth the areas to be maintained, and the number of months each area is to be maintained. There was difficulty in establishing exactly when the improvements would be turned over to Mariposa. Nearly all of the areas (Sub-Areas 1 to 6) to be maintained were turned over to Mariposa within the first year of the contract instead of starting in the second year. Thereafter, on June 23, 2022, the Board approved Amendment No. 1 revising the rate schedule to reflect the new maintenance schedule and costs, increasing compensation by \$688,150.25, and revising the address for the Agency. On January 25, 2024, the Board approved Amendment No. 2 to extend the term through June 30, 2026, revise the scope of services to include expanded rodent control services, revise the rate schedule and increase compensation by \$4,834,116.27.

DISCUSSION

As part of the traffic mitigation requirements for the Industry Business Center, the intersection at Grand Avenue and Golden Springs Drive was widened. The project consisted of grading and landscaping the adjacent sloped areas. Upon completion, the Successor Agency is responsible for maintaining these slopes for a period of five years before the City of Diamond Bar will take over the maintenance. Mariposa is currently providing landscape maintenance of the landscaped sloped areas for the entire IBC area and Staff is recommending revising the scope of services to include these slopes around the Grand Avenue and Golden Springs Drive intersection. Additionally, the rate schedule is revised to include the cost to maintain the slopes, including minor increases in the weed abatement, rodent control costs, and repairs, and an increase in the total contract amount by \$248,223.76 to cover these services for the remainder of the contract, through June 30, 2026.

FISCAL IMPACT

The fiscal impact for Amendment No. 3 is \$248,223.76 through June 30, 2026. This is budgeted for in the ROPS 23-24 and 24-25 under Line Item No. 276, for \$2,510,000.00 in 23-24 and \$3,500,000.00 in 24-25.

RECOMMENDATION

Staff recommends the Board approve Amendment No. 3 to the Maintenance Services Agreement with Mariposa.

Attachments

A. Amendment No. 3 to the Maintenance Services Agreement with Mariposa Landscapes, Inc., dated April 25, 2024

**AMENDMENT NO. 3
TO THE MAINTENANCE SERVICES AGREEMENT
WITH MARIPOSA LANDSCAPES, INC.**

This Amendment No. 3 to the Maintenance Services Agreement (“Agreement”), is made and entered into this 25th day of April, 2024, by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, a public body (“Agency”) and **MARIPOSA LANDSCAPES, INC.** a California corporation (“Contractor”). The Agency and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about July 1, 2021, the Agreement was entered into and executed between the Agency and Contractor for landscape maintenance services at the Industry Business Center; and

WHEREAS, on or about June 23, 2022, Amendment No. 1 was approved to revise the rate schedule to reflect the updated maintenance areas and include additional weed abatement and rodent control areas, along with a companion increase in compensation of \$688,150.25, and to update the address for the Agency; and

WHEREAS, on or about January 25, 2024, Amendment No. 2 was approved to extend the term through June 30, 2026, revise the scope of services to include expanded rodent control of mice and rats, and revise the rate schedule to reflect Mariposa’s new rates along with a companion increase in compensation of \$4,834,116.27; and

WHEREAS, the Parties desire to revise the scope of services to include additional landscaped slope areas for maintenance at the intersection of Grand Avenue and Golden Springs Drive, revise the rate schedule to reflect the additional maintenance costs, and increase compensation by \$248,223.76; and

WHEREAS, for the reasons set forth herein, the Agency and Contractor desire to enter into this Amendment No. 3, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

4. PAYMENT

The second sentence of Section 4(a) is hereby revised to read in its entirety as follows:

This amount shall not exceed Eleven Million Two Hundred Forty Seven Thousand Five Hundred Twenty Dollars and Twenty Eight Cents (\$11,247,520.28) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A, Scope of Services

The Scope of Services is hereby revised to include additional work as set forth in Attachment 1, attached hereto, and incorporated herein by reference.

Exhibit B, Rate Schedule

The Rate Schedule is hereby amended to include the rates set forth in Attachment 2, attached hereto, and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

**“AGENCY”
SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY**

**“CONTRACTOR”
MARIPOSA LANDSCAPES,
INC.**

By: _____
Joshua Nelson, Executive Director

By: _____
Terry Noriega, President

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, Agency General Counsel

ATTACHMENT 1

EXHIBIT A
Scope of Services

The Scope of Services is revised to include the following exhibit map:

LEGEND

- RIGHT-OF-WAY (ROW) - FEE SIMPLE ACQUISITION (0.786 ACRES)
- TEMPORARY CONSTRUCTION LICENSE (2.346 ACRES)
- RETAINING WALL FOOTING EASEMENT (0.070 ACRES)
- SLOPE AREA (SLOPE) - FEE SIMPLE ACQUISITION (2.967 ACRES)
- SLOPE MAINTENANCE ACCESS ROAD EASEMENT (0.303 ACRES)
- RESERVATION FOR GOLF CART TUNNEL PURPOSES (0.113 ACRES)

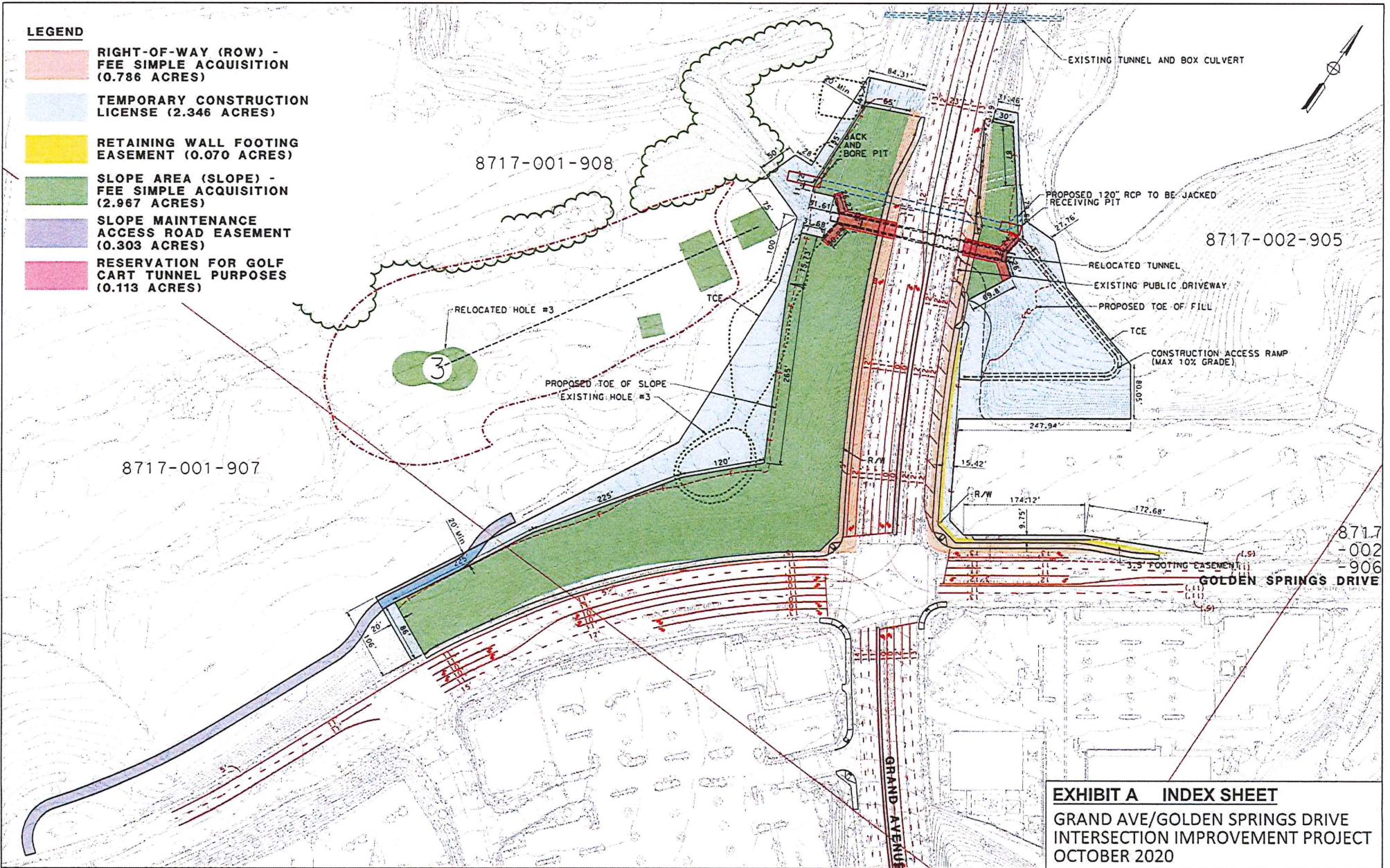


EXHIBIT A INDEX SHEET
 GRAND AVE/GOLDEN SPRINGS DRIVE
 INTERSECTION IMPROVEMENT PROJECT
 OCTOBER 2020

ATTACHMENT 2

EXHIBIT B Rate Schedule

Area/Description	Quantity (Times per Year)	Unit Cost	Total Cost
LANDSCAPE MAINTENANCE FOR YEAR 1 (July 1, 2024 to June 30, 2025)			
Slope Areas on West Side of Grand Avenue (Gray Areas on the Plans, Approximate Total Maintenance Area = 116 Acres)	12	\$109,112.28/ Month	\$1,309,347.30
Slope Areas on East Side of Grand Avenue (Colored Areas on the Plans, Approximate Total Maintenance Area = 68 Acres)			
Sub-Area 1	12	\$19,419.65/ Month	\$233,035.80
Sub-Area 2	12	\$17,842.18/ Month	\$214,106.10
Sub-Area 3	12	\$19,830.68/ Month	\$237,968.10
Sub-Area 4	12	\$2,688.58/ Month	\$32,262.90
Sub-Area 5	12	\$4,859.53/ Month	\$58,314.30
Sub-Area 6	12	\$3,896.03/ Month	\$46,752.30
LANDSCAPE MAINTENANCE FOR YEAR 1 (May 1, 2024 to June 30, 2025)			
Slope Areas (GGS-0387)	14	\$5,262.00/ Month	\$73,668.00
LANDSCAPE MAINTENANCE FOR YEAR 2 (July 1, 2025 to June 30, 2026)			
Slope Areas on West Side of Grand Avenue (Gray Areas on the Plans, Approximate Total Maintenance Area = 116 Acres)	12	\$111,840.08/ Month	\$1,342,080.98
Slope Areas on East Side of Grand Avenue (Colored Areas on the Plans, Approximate Total Maintenance Area = 68 Acres)			
Sub-Area 1	12	\$19,905.14/ Month	\$238,861.70
Sub-Area 2	12	\$18,288.23/ Month	\$219,458.75
Sub-Area 3	12	\$20,326.44/ Month	\$243,917.30
Sub-Area 4	12	\$2,755.79/ Month	\$33,069.47
Sub-Area 5	12	\$4,981.01/ Month	\$59,772.16
Sub-Area 6	12	\$3,993.43/ Month	\$47,921.11
Mitigation Slope Area (GGS-0387)			
Slope Areas (GGS-0387)	12	\$5,419.86/ Month	\$65,038.32

MAJOR REPAIRS			
Major Repairs (Per Maintenance Services Agreement, Exhibit A – Scope of Services, Page 50, Subsection D, Item 8.c.)	1	LS	\$300,000.00
ADDITIONAL WEED ABATEMENT AND RODENT CONTROL			
Weed abatement (Biannual)	4	\$59,288.86/ Each	\$237,155.44
Rodent Control	24	\$3,733.75/ Month	\$89,610.00
GRAND TOTAL			\$5,082,340.03

**EXHIBIT A TO AMENDMENT NO. 3:
AGREEMENT FOR CONSULTING SERVICES WITH MARIPOSA LANDSCAPES,
INC. (DATED JULY 1, 2021)**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of July 1, 2021 ("Effective Date"), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency") and Mariposa Landscapes, Inc. a California corporation ("Contractor"). The Agency and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the Agency desires to engage Contractor to perform the services described herein, and Contractor desires to perform such services in accordance with the terms and conditions set forth herein.

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Contractor shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the Agency. The Services shall be performed by Contractor, unless prior written approval is first obtained from the Agency. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) The Agency shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the Agency and in a first-class manner in conformance with the standards of quality normally observed by an entity providing landscape maintenance services, serving a municipal agency.

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would

require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) Agency has not consented in writing to Contractor's performance of such work. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Agency. If Contractor was an employee, agent, appointee, or official of the Agency in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the Agency for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Contractor represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

The Agency Executive Director shall represent the Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but shall have no authority to modify the Services or the compensation due to Contractor.

4. PAYMENT

(a) The Agency agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Five Million Four Hundred Seventy-Seven Thousand Thirty Dollars (\$5,477,030.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency and Contractor at the time Agency's written authorization is given to Contractor for the performance of said services.

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the

Agency disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Agency shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, the Agency, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Contractor shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This

Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the Agency pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of 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 the representatives of Agency or its designees at reasonable times to review such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts or copies therefrom as necessary; and shall allow inspection of 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 (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Contractor. With respect to computer files, Contractor shall make available to the Agency, at the Contractor's office, and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to Agency all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the Agency.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or Subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) DUTY TO DEFEND. In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by Agency, Contractor shall have an immediate duty to defend the Agency at Contractor's cost or at Agency's option, to reimburse the Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by Agency is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and Agency, as to whether liability arises from the sole negligence of the Agency or its officers, employees, or agents, Contractor will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

10. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the Agency a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, 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, employees, or agents are in any manner officers, employees, or agents of the Agency. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the Agency, or bind the Agency in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Contractor shall indemnify, defend and hold harmless, the Agency, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, service as an independent contractor. The indemnity provisions set forth in this Section 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the Agency may have under the law.

11. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

12. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency has or will receive compensation, directly or indirectly, from Contractor, or from

any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the Agency to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without Agency's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the Agency, 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 Agency, unless otherwise required by law or court order. (b) Contractor shall promptly notify Agency should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the Agency, unless Contractor is prohibited by law from informing the Agency of such Discovery, court order or subpoena. Agency retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless Agency is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the Agency and to provide the opportunity to review any response to discovery requests provided by Contractor. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency:

Successor Agency to the
Industry Urban-Development Agency
15625 E. Stafford, Suite 100

City of Industry, CA 91744
Attention: Executive Director

With a Copy To: Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
Agency of Industry, CA 91746
Attention: James M. Casso, General Counsel

To Contractor: Mariposa Landscapes, Inc.
6232 Santos Diaz Street
Irwindale, CA 91702
Attention: Terry Noriega, President

16. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency.

Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide Agency with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include and indemnity provision similar to the one provided herein and identifying Agency as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the Agency for such insurance.

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to the Agency for the performance of its subcontractor as it would be if Contractor had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the Agency and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subcontractor under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

The Agency and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. COUNTERPARTS

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

21. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

22. WAIVER

The waiver by Agency or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by Agency or Contractor unless in writing.

23. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

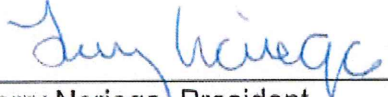
The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

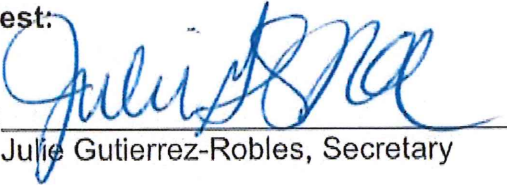
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.


“AGENCY”
Successor Agency to the Industry
Urban-Development Agency

“CONTRACTOR”
Mariposa Landscapes, Inc.

By: 
Troy Helling, Executive Director

By: 
Terry Noriega, President

Attest:
By: 
Julie Gutierrez-Robles, Secretary

Approved as to form:
By: 
James M. Casso, General Counsel

- Attachments: Exhibit A Scope of Services
 Exhibit B Rate Schedule
 Exhibit C Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide landscape maintenance services as set forth herein. Agency shall provide the Contractor the as-builts for reference to complete the scope of services to the standards contained below. The areas to be maintained are shown on the plans included at the end of this exhibit. Contractor shall provide the following services:

1.0 Vegetation Maintenance (All Areas)

A. Trees

1. Trees shall be pruned within the following criteria detailed in No. 4 below.
2. Designated broadleaf trees (as needed).
3. Designated conifers (as needed).
4. Trees shall be pruned per international society of arboriculture (ISA) standards to remove broken or diseased branches, or for safety. It shall be the Contractor's prime responsibility related to pruning to conduct a pruning program which will ultimately develop proper tree scaffolding, strength, and appearance consistent with the intended use. Before any work commences, the Contractor will prune one typical tree of each different species scheduled for pruning as an example. All major pruning operations shall be scheduled and approved by the Agency representative before work begins.
5. All trees which are located within the landscape maintenance area (excluding Palm trees) shall be included.
6. Trees stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as per Agency's request. Replace broken stakes.
7. Topping trees will not be allowed without approval of the Agency representative. Pruning shall be done by those experienced and skilled in pruning techniques. All cuts shall be done using proper horticultural practices per I.S.A. standards. Dressing wounds will not be allowed.
8. Prune trees along sidewalks to allow seven (7) foot clearance for pedestrians and fourteen (14) feet above curb and gutters for vehicular traffic.
9. Perform minor tree surgery.
10. Ailing or stunted trees which fail to meet expected growth expectations shall be brought to the attention of the Agency representative.
11. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted (Except for street trees). Lower branches shall

be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper (tapered trunk). If there are doubts or questions, contact the Agency representative. Tree suckers will be removed as-needed.

Lower branches can be removed after tree is able to stand erect without staking or other support.

12. All holes from removed trees shall be filled and refilled until it maintains grade level.
13. The Contractor will be responsible for staking and tying trees, and removal of staking and ties, when no longer needed for tree development and stability.
14. All debris from pruning, trimming, and tree maintenance shall be removed from project site by contractor during the same working day accumulated.
15. During the fall season, the Contractor shall provide weekly pick-up of fallen leaves after the initial request to begin is given by the Agency.
16. If trees are not pruned by the specified date as identified by an Agency representative inspection, the Contractor shall be issued a Performance Deficiency Notice, unless the Contractor submits an acceptable written request, such as a letter or email, to the Agency stating the reason why they cannot complete the pruning by the stated date and what date the pruning service will be completed.
17. A log of tree removal and replacement will be kept by the Contractor stating where and when the trees were removed and replanted, species, site, and approximate location.
18. Any dead limb or branch, detached or not, are a safety hazard and will be removed as needed.
19. Any plants broken, damaged, and/or uprooted as a direct result of storm damage, wind damage, accident or vandalism shall be trimmed, replanted or replaced, and debris removed within twenty-four (24) hours of notification. Any debris blocking roadways or parking areas shall be removed within one (1) hour of notification to Contractor. The Contractor shall call the Agency to confirm the damage, prepare a material request and estimate of plant material replacement and submit a cost proposal for Agency review and approval. The Contractor shall be issued a purchase order to perform this additional work.
20. The Contractor will be held liable for any damages done to trees due to poor management procedures (i.e., improper staking, damage done by not removing tree ties, improper pruning, etc.) and will be required to correct and complete the work to repair the damages at no additional cost to the Agency.
21. If the planted ground cover, shrub, or tree dies as a direct result of neglect, inadequate care, or inadequate maintenance, the replacement

item and required labor shall be provided by the Contractor at no cost to the Agency. This includes material newly planted and material which has been planted. Replacement must be of comparable size for damaged plant material. Agency representative will make final determination as to replacement material required.

B. Shrubs

1. All shrubs shall be trimmed in a natural manner so as to represent the normal plant growth pattern and not obstruct the vision from building windows or the vision of vehicle drivers.
2. All shrubs, and ground vegetation shall be maintained so the vegetation does not grow beyond its designated growth perimeter, or interfere with operation of irrigation system.
3. Whenever ground cover, shrubs, or trees die, the Contractor shall call the Agency to confirm the vegetation is dead, request authorization for replanting, replant it and submit a cost proposal for Agency review and approval. The Contractor shall be issued a Purchase Order to perform this additional work. The Agency reserves the right to furnish the required plant, shrub, or tree. The Agency will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement.
4. Remove any spent blossoms or dead flower stalks (dead heading) as required to present a neat and clean appearance.
5. Shrub and ground cover mounding shall not exceed 2 feet in height within areas required for vehicular sight distance depending upon roadway topography. (Agency representative to be informed by Contractor if plant material is placed in areas where this will continually be a problem.)

C. Vines

General

1. Vines and espalier plants shall be checked and retied as required by an Agency representative inspection or if the Contractor determines it is needed. Secure vines with appropriate ties to promote directional growth on supports.
2. Do not use nails to secure vines on masonry walls.
3. Deep water vines in pockets not provided with sprinklers as required to promote optimum growth.
4. Pruning of vines will be in accordance with good horticultural practices.

D. Ground Cover

General

1. Trim ground cover adjacent to walks, walls, and/or fences as required for general containment to present a neat, clean appearance.
2. Cultivate and/or spray approved herbicide to remove broad-leafed and grass weeds as required. Weeds shall be controlled on a monthly basis. Remove weeds by chemical or mechanical means as approved by Agency representative.
3. Prevent soil compaction by cultivating regularly all ground cover areas.
4. Any paper or litter that accumulates in ground cover areas shall be picked up on a daily basis.
5. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to block or interfere with the operation of irrigation systems, grow up trees, into shrubs, or on structures on walls. Keep trimmed back approximately 4 inches from structure or walls. Coordinate trimming around base of shrubs/trees with Agency representative.

1.1 Pest Control of Plant Material

A. General

1. The Contractor shall provide complete and continuous control and/or eradication of all plant pests or diseases. The Contractor shall obtain any necessary permits to comply with Agency, County, State, or Federal regulations or laws. Contractor will assume responsibility and liability for the use of all chemical controls.
2. Pests and diseases to include, but not limited to, all insects, aphids, mites, other invertebrates, pathogens, nematodes, and weeds. Controls to include necessary use of integrated pest control systems involving the use of life history information and extensive monitoring. Control through prevention, cultural practices, pesticide applications, exclusion, natural enemies, biological control, and host resistance.
3. All material used shall be in strict accordance and applied within the most current EPA regulations and the California Department of Pesticides Regulations (D.P.R.), and any other applicable laws, rules and/or regulations.
4. Agency shall be notified prior to the application of pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with Agency representative. Material use reports for all pesticides shall be filed with the Agency no later than the 10th of every month for the preceding month.

5. Application of Pesticides

- a. Timing: Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Contractor shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.

Irrigation water applied after treatment shall be adjusted to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.

- b. Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the D.P.R. or EPA regulations.
- c. Equipment and Methods: Spray equipment shall be in good operating conditions, quality, and design to efficiently apply materials to the target area. Equipment to be calibrated prior to use.
- d. Selection of Materials: Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. A licensed pest control advisor shall make recommendations as for each type of pest and chemical application. Pest Control Advisor (PCA) recommendations shall be included in monthly material use reports.
6. All areas of the landscape shall be inspected for infestations of harmful pests such as ants, insects, mites, snails, and sow bugs. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.
7. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.
- a. The State of California D.P.R. requires that toxic pest control chemicals may be used only after a written recommendation by a State of California licensed Pest Control Advisor is obtained. A recommendation consists of all the information Contractor should know for an accurate and safe usage. The recommendation must be time and site specific.
- b. Application of all pesticides shall be only by a properly State Licensed Pest Control Applicator.

- c. There shall be no application of a pesticide without written permission of the Agency.
 - d. In case a Restricted Use Pesticide is recommended, the Agency must have a use permit issued only by the Los Angeles County Agricultural Commissioner.
- 8. Start preventative cultural methods before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. Contractor to look for seasonal pest changes in the landscape. Provide control at optimum time in life cycle of pests per the State's Pest Control Advisor ("PCA") publication recommendations per list, section F, part A-2.
- 9. Weeds must be removed upon appearance. Selective post emergence herbicides shall be used to kill weeds without permanent injury to other plants. Do not proceed with a treatment except as recommended by a Pest Control Advisor in writing.
 - a. All creeping grasses, as well as broadleaf weeds, shall be kept out of shrubs and ground covers.
 - b. Broadleaf weeds in turf shall be removed selectively, without injury to the lawn grass other than slight, temporary discoloration.
 - c. Grass weeds in lawns shall be controlled with selective post-emergence herbicides.
- 10. Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications.
- 11. Turf and other plants killed by weeds, chemicals, etc., shall be replaced at the Contractor's expense. All replacements must be made within 10 days after receiving notice from the Agency.
- 12. The Contractor shall establish a continuing program to control insects and rodents.
- 13. With the program, the following information shall be included:
 - a. The pest to be controlled
 - b. Method of control
 - c. The product labels
 - d. A schedule as to frequency of control
- 14. Monthly, the Contractor shall complete a pesticide use and application log for any pesticides used. (Failure to submit this log to Agency representative will result in a Performance Deficiency Reduction.)
- 15. When using pesticides, the instructions on the label shall be followed explicitly and special care shall be exercised in application.

1.2 Rodent Control

The Contractor shall be responsible for the control (eradication) of burrowing rodents (ground squirrels, gophers, and moles) throughout the project area. The contractor will be held responsible for any slope destabilization created by the rodents if found present in the landscape area.

1.3 Drainage Facilities

The Contractor shall be responsible for continual inspection of surface drains (i.e., bench drains, flow structures), located within the landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation that might accumulate to prevent proper flow of water.

1.4 Fertilization

- A. Scheduling: Fertilization will be applied as required, or as otherwise directed by the Agency representative. All applications shall be recorded and specifically identified on the weekly schedule, indicating the fertilizer used and frequency applied, landscape material applied to (i.e., turf, trees, shrubs, ground cover, etc.), and landscape area location on project.
- B. General: Fertilizers shall be inorganic, dry, pelletized formulation. Application shall be in accordance with manufacturer specifications.
- C. Method of Application: In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader which tends to throw material onto paved areas. The use of constant flow P.T.O. driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. The Contractor will be responsible for removing all fertilizer stains from concrete caused by this application. Fertilizer shall be applied at manufacturer's recommended rate.
- D. Timing of Application: When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials.
- E. Ground cover: Fertilizers, pre-approved by a Agency representative, shall be applied at no less than (4) times a year with a commercial fertilizer at the rate of (1) pound actual nitrogen per 1,000 square feet. Feeding shall be done in accordance with the rate indicated by the manufacturer
- F. Shrubs and Vines: Fertilizers, pre-approved by an Agency representative, shall be applied to shrubs and vines with a commercial fertilizer at the rate of (7) pounds per 1,000 square feet twice annually. Feeding shall be done in accordance with the rate indicated by the manufacturer.
- G. Trees: Fertilization may require deep root feeding or foliar applications to correct iron chlorosis and other micro-nutrient deficiencies.

1.5 Plant Additions and/or Replacements

As part of this Agreement, the Contractor may be requested to replace damaged or destroyed trees, shrubs, vines, ground cover, or flowers. The Contractor shall submit a cost proposal for Agency review and approval. The Contractor shall be issued a Purchase Order to perform this additional work. Exceptions will be replacements due to Contractor's neglect. This will be determined by the Agency representative.

2.0 Clean-Up

- A. At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Debris generated from adjacent maintained landscape areas shall be the responsibility of the Contractor to remove, (i.e., sidewalks, streets, gutters).
- B. Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence. All grass clippings shall be picked up after each mowing or trimming operation.
- C. All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day. All municipal green waste generated from Contractor's operations shall be diverted from County landfill to an approved reclamation site and processed for recycling.
- D. All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot traffic.
- E. All shrub areas not inter-planted with ground cover will be raked clean a minimum of once a month.
- F. The Contractor shall provide a general clean-up operation on a daily basis for the purpose of picking up papers, trash, or debris which may accumulate in the landscape areas, caused by winds or normal conditions.

3.0 SPRINKLER MAINTENANCE DETAILS

Irrigation

A. General

The controlling factor in the performance of water management within the Agency landscape maintenance area is the application of water to landscape plants at a rate which closely matches the actual demands of plant material with little or no runoff. Roadway safety and maintenance is the first and foremost reason why water must be strictly controlled within the Agency. Other important water management considerations include: safe and dry turf areas for community use, water costs, and plant health.

Verification of Supply System Pressure: Contractor to verify system operating pressure for each valve to ensure there is complete coverage at highest elevations with minimal misting / fogging (operating pressure at highest head should be between 40-45 p.s.i.) The pressure regulator at the P.O.C. shall be set based on the contractors' findings. The P.O.C. should be checked

periodically and if pressure is substantially higher than design pressure, the pressure regulator should be adjusted accordingly.

B. Reports

Submit reports on Contractor forms

C. Irrigation/Operation and Maintenance

Irrigation shall be accomplished in accordance with Walnut Valley Water District watering schedule for Recycled Water.

Failure to adjust irrigation controllers to comply with designated watering windows and Agency-provided schedules will result in a Performance Deficiency Reduction.

D. Operation/Repair

1. The entire irrigation system to include all components from connection at meters shall be maintained in an operational state at all times. This coverage shall include but not be limited to the following: all controllers (including online management of schedules and system information / flow alerts & reports), remote control valves, gate valves, quick couplers, pressure regulation, hydrometers, basket strainers, and pumps. Contractor's responsibility for mainlines shall consist of continual monitoring and any necessary repairs not to exceed one mainline failure per controller each month. Contractor is required to notify Agency representative of mainline failures within twelve (12) hours of occurrence.
2. All irrigation systems shall be tested and inspected a minimum of once per week and a written report submitted weekly in accordance with the schedule 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.
3. All systems shall be adjusted in order to:
 - a. Provide adequate coverage of all landscape areas
 - b. Prevent runoff and/or erosion from mainline / lateral line breaks, and or equipment failure.
 - c. Prevent watering roadways, facilities such as tennis, basketball or handball courts, walkways, trails, fences, and private property
 - d. Match precipitation rates
 - e. Limit hazardous conditions
 - f. Maintain accurate flow sensing management, pressure regulation, and master valve operation / protection.
 - g. Prevent over and under watering of plant material

4. All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken.
5. In addition to weekly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily if necessary.

- a. Repair malfunctioning controllers, pumps, basket strainers, hydrometers, pressure regulators, quick couplers, manual or automatic valves and sprinkler heads within twelve (12) hours of receipt of written notice.
- b. Correct deficient irrigation systems and equipment as necessary following written notification from the Agency representative.

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

- c. Once the Agency representative acknowledges the necessity to turn on the water once again, all controllers shall be activated within twelve (12) hours.
6. The entire irrigation system to include all components from connection at meters shall be maintained in an operational state at all times. This coverage applies to all controllers and remote control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, moisture sensing devices, and all related equipment.
 7. Contractor shall provide personnel fully trained in all phases of landscaping and irrigation systems operation, maintenance, adjustment, and repair; in all types of components to include irrigation control clocks, valves, and sprinkler heads; and with all brands and models of irrigation equipment.
 8. Adjustment, damage, and repairs shall be divided into the following categories and actions:
 - a. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include, but not be limited to, actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.
 - b. All damage resulting from the Contractor's operations shall be repaired or replaced prior to the end of the work day at the Contractor's expense.
 - c. Repair / replacement shall be divided as follows:

- Minor repairs or replacements shall include, but not be limited to, all irrigation components from, and including, the valve to lateral line and heads/emitters. Replacement shall include entire valve and or sprinkler head, adjusting pins, friction collars, washers, trip assemblies, tubing, and other small parts. The cost for minor repairs / replacements shall be included as part of the costs for operations and maintenance of the irrigation system. Replacement shall include up to (5) valves per P.O.C. and (1) sprinkler head per valve yearly.
 - Major repairs shall include all items before the automatic control valve including but not limited to backflow, pressure regulators, and mainline control wire (except as previously noted). Major repairs will not be paid under this Agreement.
- d. Repairs to the irrigation system shall be completed within 12 hours on broken irrigation mainlines.
 - e. All replacements shall be with original type and model materials unless a substitute is approved by the Agency representative.
 - f. Contractor shall maintain an adequate stock of medium and high usage items for repair of the irrigation system.
 - g. Contractor shall implement repairs in accordance with all effective warrants and no separate payment will be made for repairs on equipment covered by warranty.
 - h. Contractor shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis for unauthorized increases in the frequency of irrigation. Costs will be determined from comparisons of usage with historical usage for the same time period. Costs to be deducted from payments will be presented to the Contractor by the Agency.
 - i. The Agency will do spot inspections to check the accuracy of the Contractor's maintenance reports. If discrepancies are found, the Contractor will have twenty-four (24) consecutive hours to correct problems. While the Contractor is correcting problems in unsatisfactory areas, the specified level of service will be maintained in all other aspects of this contract.
 - j. Under the direction of the Agency, the Contractor will repair sprinklers, control valves, and control clocks.
 - k. The Contractor shall adjust sprinkler heads and valve boxes to the level of the ground surface.
 - l. Control valves, sprinklers, and direct burial control wires shall be located and repaired by the Contractor.

- m. The Contractor shall be responsible for properly removing control clocks needing repair, marking station wires, and reinstalling the control clock with station wires in the original order as found.
- n. When sprinkler systems are out of service due to the Contractor's neglect, the Contractor shall be required to water by hand or other means in accordance with plant and vegetation needs. This shall not be an extra labor charge.
- o. Personnel
 - 1) The Contractor shall provide personnel fully trained in all phases of landscape irrigation system operation, maintenance, adjustments, and repair; in all types of components to include irrigation controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the Agency. The following are the required personnel:
 - (1) Supervisor with 10-15 years of experience overseeing landscape and irrigation maintenance. For required hours to oversee project see Section E, Sub-section 6-2 Prosecution of the Work
 - (1) Irrigation Technician with 5-7 years of experience installing and repairing irrigation systems. For required hours to oversee project see Section E, Sub-section 6-2 Prosecution of the Work
 - (1) Crew comprising of (1) foreman and (4) labors. For required hours to work on the project see Section E, Sub-section 6-2 Prosecution of the Work.
 - 2) The Contractor shall provide personnel knowledgeable of, and proficient in, current water management technology such as web based irrigation scheduling software (Rainbird IQ), with the capability of working with Agency staff in implementing more advanced water management strategies.
 - 3) The Contractor shall provide personnel capable of verbal and written communication in a professional level of English.
- p. Materials
 - 1) All replacement materials are to be with original types and model materials, unless a substitute is approved by the Agency representative.
 - 2) Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.

3) Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.

4) The actual cost of all material passed on to the Agency shall be wholesale cost of the material.

a) The wholesale cost shall be the actual cost paid by the Contractor reflecting the best price, including discount available.

b) The total cost of materials shall include the following:

Wholesale cost (retail costs minus Contractor's discount. As stated above.

Applicable sales tax.

A markup of 15% maximum for all overhead costs and profits.

5) All materials are to be new and identical to existing materials, unless directed otherwise by the Agency Inspector.

p. Invoicing

1) Emergency call-outs after working hours will be included in the monthly amounts per area.

q. Water Management

1) All systems including web based software (Rainbird IQ) shall be monitored daily, and programmed weekly and/or as needed to maintain healthy plant material and landscape.

2) Water meter reading and IQ Flow management reports for each system shall be submitted on a monthly report the first working day of each month.

4.0 WEED CONTROL OF PAVED SURFACES

Contractor shall be responsible for controlling weeds by mechanical or chemical means, weeds growing in cracks, or expansion joints, and areas contiguous to the Agency landscape.

5.0 GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations shall be guaranteed for a period of one calendar year except due to "Acts of God", i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor, if it is determined by Agency representative, that they died due to Contractor's negligence.

6.0 REPORTS AND SCHEDULES

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in the time specified will result in a delay of monthly payments or a Performance Deficiency Deduction. Such reports must be detailed and thorough and may include but not be limited to the following:

- A. Suggestions for improving problem areas.
- B. Reports of work planned.
- C. Cost information to perform extra work for upgrading specific areas.
- D. Weekly Maintenance Schedule(s).
 - 1. Contractor shall provide a weekly maintenance schedule to the Agency.
 - 2. Notification of change in scheduled work must be received by the Agency at least 12 hours prior to the scheduled time for the work.
- E. Weekly Landscape /Irrigation Maintenance Schedule Form(s).

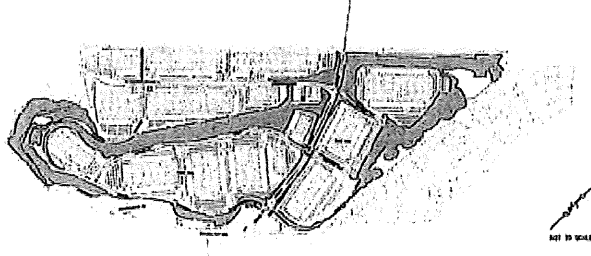
The following forms are to be filled out by the water management personnel for the previous week and turned in on the Friday of each week (unless otherwise noted).

- 1. Irrigation Material Purchase Request, if applicable.
 - 2. Irrigation Controller Programming Confirmation turned in monthly.
 - 3. Landscape / Irrigation Maintenance Form – See Exhibit "A"
 - 4. An Analysis of Repair Data and Recommendations for Reducing Repair Costs (form provided by Contractor) is to be turned in bi-monthly.
- F. Pesticide Use Reports.
 - G. Accident Reports.
 - H. Incident Reports.
 - I. Contract Maintenance Incident Report.
 - J. Payment for maintenance reporting and schedules shall be included in the monthly amounts for each area. No separate compensation will be allowed.

GENERAL NOTES

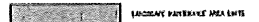
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, EDITION 2004, AS AMENDED BY ALL AMENDMENTS, PUBLISHED BY MICHIGAN STATE UNIVERSITY, EAST LANSING, MICHIGAN, AND ALL CITY ORDINANCES, LOCAL ORDINANCES AND ALL APPLICABLE STATE AND FEDERAL LAWS.
2. THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF INDUSTRY, ILLINOIS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, EDITION 2004, AS AMENDED BY ALL AMENDMENTS, PUBLISHED BY THE CITY OF INDUSTRY, ILLINOIS, AND ALL APPLICABLE STATE AND FEDERAL LAWS.
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SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY IMPROVEMENT PROJECT NO. 389 INDUSTRY BUSINESS CENTER SLOPES LANDSCAPE MAINTENANCE CONTRACT NO. IBC-0389



VICINITY MAP
NOT TO SCALE

LEGEND



INDEX OF DRAWINGS

CONTRACT DRAWING NO.	SHEET NO.	DESCRIPTION
1 of 4	1 of 4	PROJECT AREA VECINITY MAP, INDEX OF DRAWINGS AND 2004 ERM MITIGATION NOTES
2 of 4	2 of 4	GENERAL LANDSCAPE MAINTENANCE AREA MAP
3 of 4	3 of 4	INTERIOR AND EXTERIOR LANDSCAPE MAINTENANCE AREA
4 of 4	4 of 4	EXTERIOR LANDSCAPE MAINTENANCE AREA

2004 ERM MITIGATION 6.2-1

- THE CONTRACTOR SHALL MAINTAIN THE FOLLOWING MATERIALS DURING CONSTRUCTION:
- 1. ALL CONSTRUCTION MATERIALS SHALL BE STORED IN A SECURE AREA.
 - 2. ALL CONSTRUCTION MATERIALS SHALL BE STORED IN A SECURE AREA.
 - 3. ALL CONSTRUCTION MATERIALS SHALL BE STORED IN A SECURE AREA.
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 - 20. ALL CONSTRUCTION MATERIALS SHALL BE STORED IN A SECURE AREA.

NOTICE TO CONTRACTOR

ANY CONTRACTOR WORKING ON THIS PROJECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF INDUSTRY, ILLINOIS, AND ALL APPLICABLE STATE AND FEDERAL LAWS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF INDUSTRY, ILLINOIS, AND ALL APPLICABLE STATE AND FEDERAL LAWS.

NO.	DATE	DESCRIPTION
1	11/15/04	ISSUED FOR BIDDING
2	11/15/04	ISSUED FOR BIDDING
3	11/15/04	ISSUED FOR BIDDING
4	11/15/04	ISSUED FOR BIDDING
5	11/15/04	ISSUED FOR BIDDING
6	11/15/04	ISSUED FOR BIDDING
7	11/15/04	ISSUED FOR BIDDING
8	11/15/04	ISSUED FOR BIDDING
9	11/15/04	ISSUED FOR BIDDING
10	11/15/04	ISSUED FOR BIDDING



CITY OF INDUSTRY

INCORPORATED JUNE 16, 1897
P.O. Box 3044, City of Industry, California 91744
Administration Offices: 626.854.2100
626.854.2111

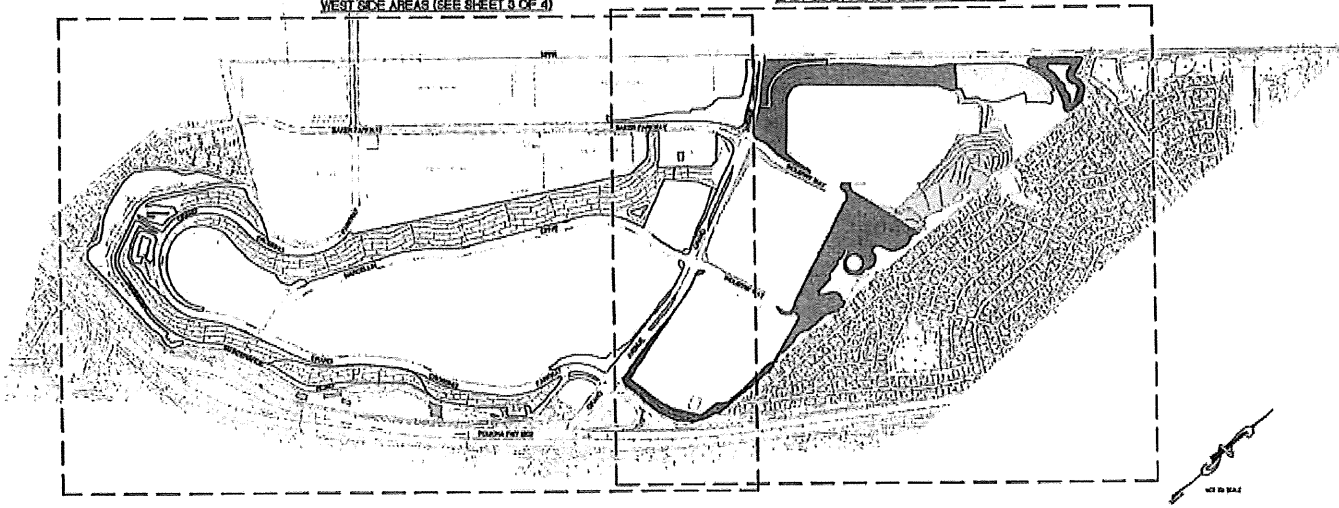


ACNC
ARCHITECTURAL CONSULTANTS
CONSULTANTS

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY			
PROJECT NO.	11/15/04	DATE	11/15/04
INDUSTRY BUSINESS CENTER SLOPES LANDSCAPE MAINTENANCE			
PROJECT TITLE SHEET, VICINITY MAP, INDEX OF DRAWING, GENERAL NOTES AND 2004 ERM MITIGATION NOTES			
DESIGNED BY	ILL	CHECKED BY	JL
DRAWN BY	ILL	DATE	11/15/04
SHEET NO.		SHEET 1 OF 4	

WEST SIDE AREAS (SEE SHEET 3 OF 4)

EAST SIDE AREAS (SEE SHEET 4 OF 4)



OVERALL LANDSCAPE MAINTENANCE AREA MAP

BENCHMARK
 B.M. 5-31 ELEV. 1-88
 INDUSTRY BUSINESS CENTER
 BENCHMARK

NO.	DATE	BY	REVISIONS



CITY OF INDUSTRY
 INCORPORATED APRIL 19, 1969
 P.O. Box 2444 City of Industry, California 91714
 Telephone: (916) 338-1111
 (916) 338-1111



Prepared by
ACNC
 ASSOCIATION OF CITY ENGINEERS AND SURVEYORS
 2405 K STREET, F.R. TOWN

SUCCESSOR AGENCY TO THE
 INDUSTRY URBAN DEVELOPMENT AGENCY

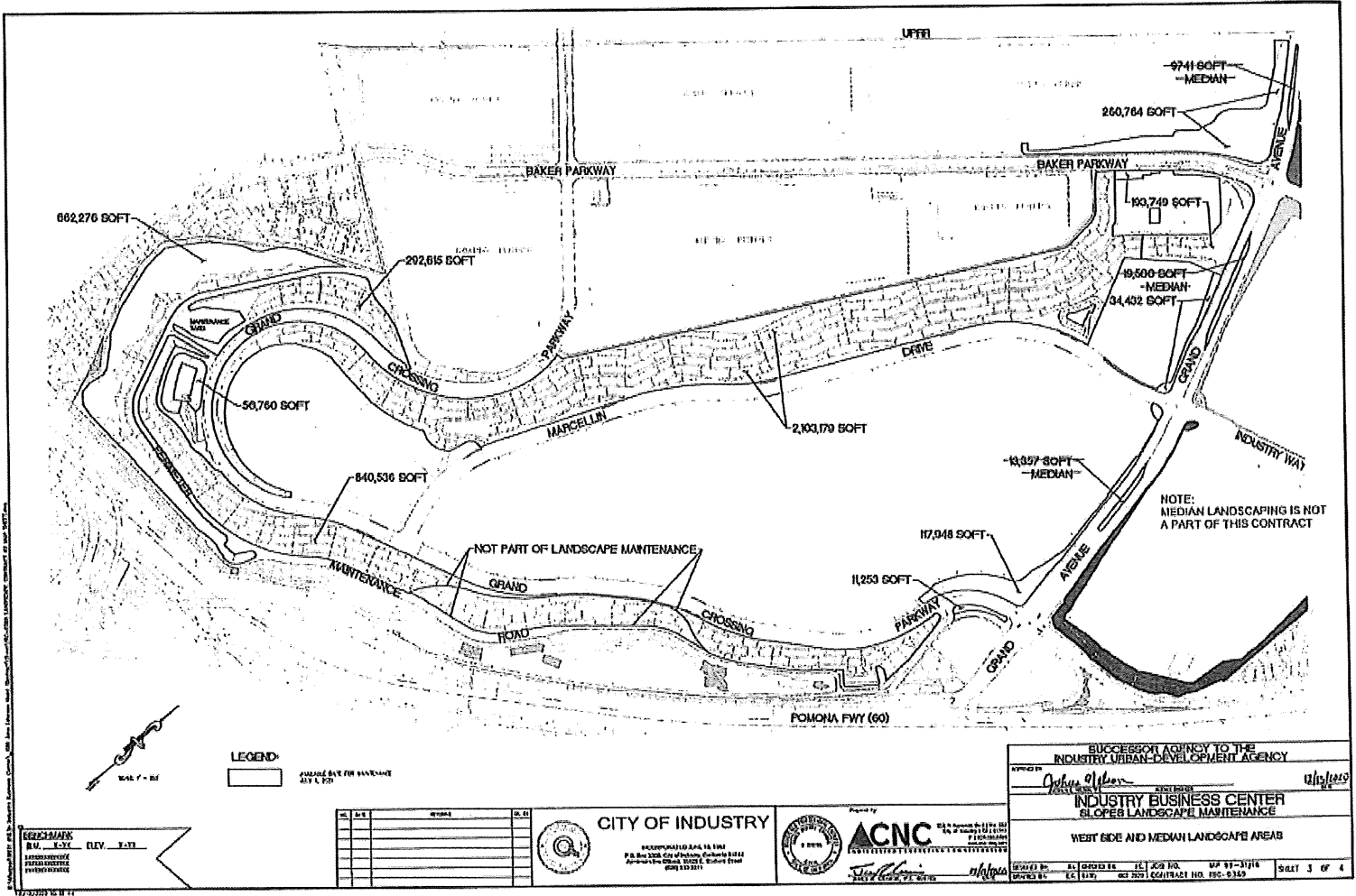
Project No. *100-10000*

Andrew Johnson PROJECT MANAGER
Elisabeth

INDUSTRY BUSINESS CENTER
 SLOPED LANDSCAPE MAINTENANCE

OVERALL LANDSCAPE MAINTENANCE AREA MAP

DESIGNED BY: *ACNC* DRAWN BY: *ACNC* CHECKED BY: *ACNC* DATE: 11/11/11
 SHEET NO. 11 OF 11 SHEET NO. 11 OF 11 SHEET NO. 11 OF 11 SHEET NO. 11 OF 11
 SHEET NO. 11 OF 11 SHEET NO. 11 OF 11 SHEET NO. 11 OF 11 SHEET NO. 11 OF 11

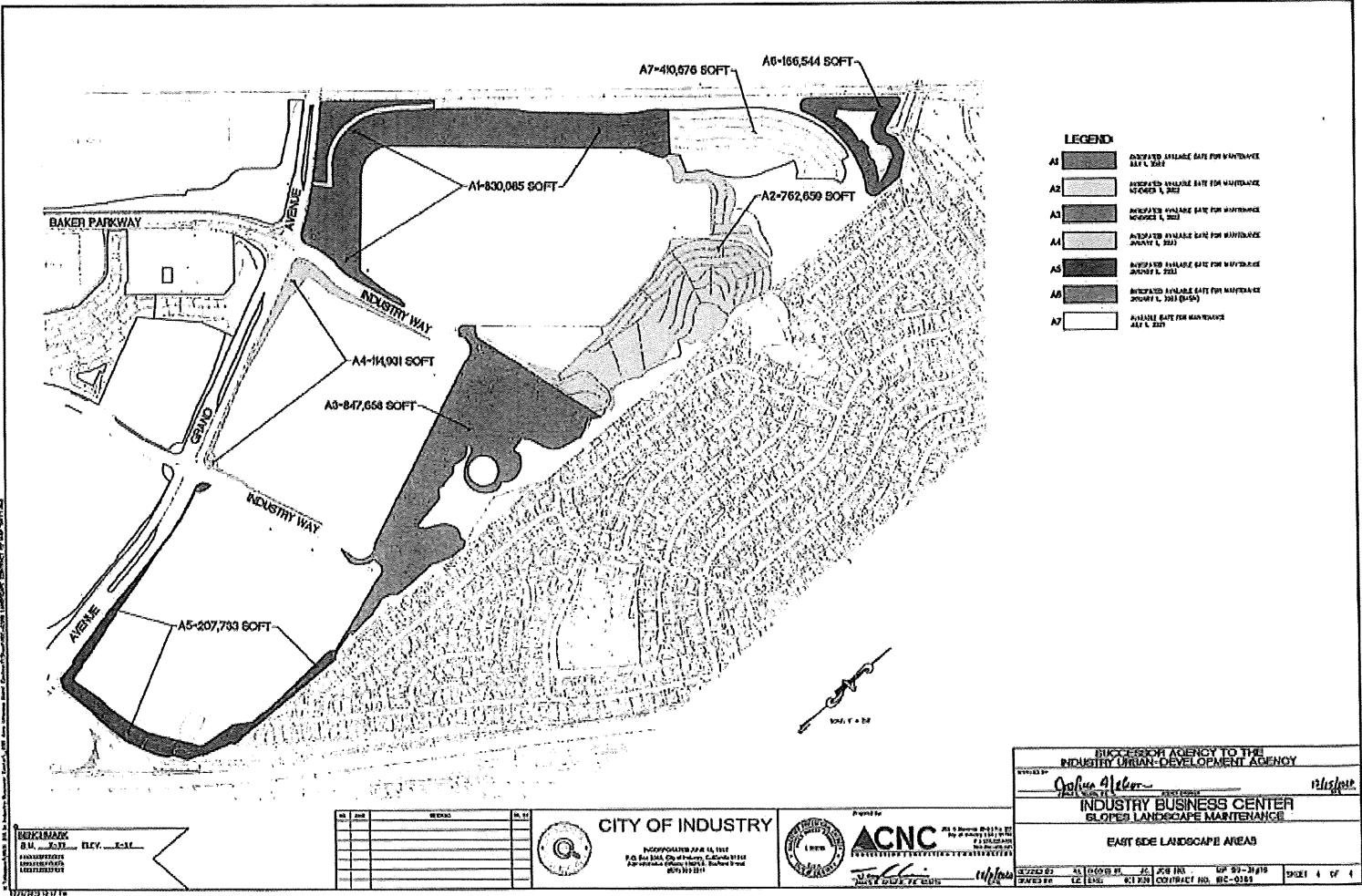


SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY	
APPROVED BY <i>John Wilson</i>	DATE 01/15/2019
INDUSTRY BUSINESS CENTER SLOPE LANDSCAPE MAINTENANCE	
WEST SIDE AND MEDIAN LANDSCAPE AREAS	
DRAWN BY EC 11/17	DATE 01/15/2019
SCALE AS SHOWN	SHEET 3 OF 4

NO.	D.S.	DESCRIPTION	DATE

CITY OF INDUSTRY
 INCORPORATED APRIL 18, 1961
 P.O. BOX 3228, CITY OF INDUSTRY, CALIFORNIA 91702
 PHONE 951-833-1111 FAX 951-833-1111





LEGEND

A1	INDICATED AVAILABLE RATE FOR MAINTENANCE JULY 1, 2021
A2	INDICATED AVAILABLE RATE FOR MAINTENANCE NOVEMBER 1, 2021
A3	INDICATED AVAILABLE RATE FOR MAINTENANCE MARCH 1, 2022
A4	INDICATED AVAILABLE RATE FOR MAINTENANCE JULY 1, 2022
A5	INDICATED AVAILABLE RATE FOR MAINTENANCE NOVEMBER 1, 2022
A6	INDICATED AVAILABLE RATE FOR MAINTENANCE MARCH 1, 2023 (E-154)
A7	AVAILABLE RATE FOR MAINTENANCE JULY 1, 2023

BENCHMARK
 2024 - E-154
 E-154
 10/11/2023

NO.	DATE	REVISION	BY	CHK

CITY OF INDUSTRY
 INCORPORATED JAN 14, 1912
 P.O. BOX 1004, CITY OF INDUSTRY, CALIFORNIA 91704
 PHONE: (951) 817-1000 FAX: (951) 817-1011

Prepared by
ACNC
 2024-01-15
 10/11/2023

SUCCESSION AGENCY TO THE
 INDUSTRY URBAN-DEVELOPMENT AGENCY
 Industry 41/10/2023
 10/11/2023
INDUSTRY BUSINESS CENTER
 SLOPED LANDSCAPE MAINTENANCE
EAST SIDE LANDSCAPE AREAS
 SHEET 4 OF 4

EXHIBIT B

RATE SCHEDULE

LANDSCAPE MAINTENANCE FOR YEAR 1 (July 1, 2021 to June 30, 2022)			Unit Price	Total
Slope Areas on West Side of Grand Avenue (Gray Areas on the Plans, Approximate Total Maintenance Area = 116 Acres)	12	Month	\$104,406.00	\$1,252,872.00
LANDSCAPE MAINTENANCE FOR YEAR 2 (July 1, 2022 to June 30, 2023)				
Slope Areas on West Side of Grand Avenue (Gray Areas on the Plans, Approximate Total Maintenance Area = 116 Acres)	12	Month	\$105,198.00	\$1,262,376.00
Slope Areas on East Side of Grand Avenue (Colored Areas on the Plans, Approximate Total Maintenance Area = 68 Acres)				
Sub-Area 1	12	Month	\$18,740.00	\$224,880.00
Sub-Area 2	8	Month	\$17,218.00	\$137,744.00
Sub-Area 3	8	Month	\$19,137.00	\$153,096.00
Sub-Area 4	6	Month	\$2,595.00	\$15,570.00
Sub-Area 5	6	Month	\$4,690.00	\$28,140.00
Sub-Area 6	6	Month	\$3,760.00	\$22,560.00
LANDSCAPE MAINTENANCE FOR YEAR 3 (July 1, 2023 to June 30, 2024)				
Slope Areas on West Side of Grand Avenue (Gray Areas on the Plans, Approximate Total Maintenance Area = 116 Acres)	12	Month	\$106,451.00	\$1,277,412.00
Slope Areas on East Side of Grand Avenue (Colored Areas on the Plans, Approximate Total Maintenance Area = 68 Acres)				
Sub-Area 1	12	Month	\$18,946.00	\$227,352.00
Sub-Area 2	12	Month	\$17,407.00	\$208,884.00
Sub-Area 3	12	Month	\$19,347.00	\$232,164.00
Sub-Area 4	12	Month	\$2,623.00	\$31,476.00
Sub-Area 5	12	Month	\$4,741.00	\$56,892.00
Sub-Area 6	12	Month	\$3,801.00	\$45,612.00
REPAIRS				
Repairs	3	LS	\$100,000.00	\$300,000.00
GRAND TOTAL				\$5,477,030.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of Agency, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Contractor shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Proof of insurance. Contractor shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise

from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Contractor, or Agency will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Agency and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the Agency. The Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Agency.

Timely notice of claims. Contractor shall give the Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.