

The Successor Agency to the Compton Community Redevelopment Agency, is a distinct and separate legal entity from the City of Compton, and was established by Resolution No. 1, adopted on February 7, 2012. The Successor Agency is limited to the assets and liabilities of the dissolved Community Redevelopment Agency (CRA) of the City of Compton and shall have the authority to perform the functions and duties described in Part 1.85 to Division 24 of the California Health and Safety Code.

GOVERNING BODY OF THE SUCCESSOR AGENCY AGENDA

09/12/2023

6:30 PM

OPENING

ROLL CALL

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

NEW BUSINESS

1. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$47,400)

DIRECTORS COMMENTS

ADJOURNMENT

September 12, 2023

TO: HONORABLE CHAIRPERSON AND BOARD MEMBERS

FROM: EXECUTIVE DIRECTOR

SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$47,400)

SUMMARY

Adoption of this resolution will authorize the Executive Director to enter into a Property Maintenance Service Agreement with New West Landscaping ("New West") for the remainder of Fiscal Year 2023-2024; with authority to exercise a two-year renewal option; to provide routine monitoring, maintenance and landscaping services for all properties owned by the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency"), and establish a purchase order in the amount of Forty Seven Thousand Four Hundred Dollars (\$47,400.00) for services rendered.

BACKGROUND

As part of the winding down of the former Community Redevelopment Agency's ("CRA") activities, the Successor Agency is required to provide maintenance and landscaping services on Successor Agency-owned parcels slated for disposition and development pursuant to AB 26 and 1484 (collectively known as the "Dissolution Act"). The intent is to prepare the subject sites for future development while ensuring public safety, discourage vandalism and illegal dumping on the Successor Agency-owned parcels.

STATEMENT OF THE ISSUE

The Successor Agency has fourteen (14) parcels held for resale in its inventory. These parcels continuously require property maintenance, landscaping services, illegal dumping removal, graffiti removal, weed abatement, board-up services, tree trimming and regular inspections to alleviate visual blight. In order to accomplish such objectives, the Successor Agency needs to employ the services of a contractor to perform maintenance of the Successor Agency-owned parcels.

**Staff Report – Resolution Authorizing Agreement with
New West Landscaping/Successor Agency Properties
Property Maintenance & Landscaping Services
September 12, 2023, page 2**

On June 28, 2023, staff issued a Request for Proposal (“RFP”) for Maintenance and Landscaping Services for each of the properties owned by the Successor Agency and the Housing Successor Agency, which was published in the Compton Bulletin. Staff also sent e-mails of the RFP to various vendors. Six (6) proposals were received as follows:

Contractor	Successor Agency	Housing Successor Agency	Total Annual Cost
New West Landscaping	\$47,400.00	\$14,400.00	\$61,800.00
JAS Landscape	Not Broken Down by Agency	Not Broken Down by Agency	\$40,960/monthly
Mariposa Landscapes Inc.	\$91,867.08	\$52,589.16	\$144,456.24
Swayzer Landscapes	\$88,060	\$40,200	\$128,260.00
Green Garden Inc.	Not Broken Down by Agency	Not Broken Down by agency	\$17,928.50/monthly
Four Seasons landscaping	Not Broken Down by Agency	Not Broken Down by Agency	\$222,900.00

The Staff Evaluation Committee reviewed the proposals based on the following criteria:

- I.
 - (a) Company’s contact information.
 - (b) Years of experience in and description of similar work in lawn care, park (recreational space) improvement, and lot clearing.
 - (c) Staff qualifications, training, and expertise.
 - (d) Amount and types of equipment that the contractor currently has on hand for completion of similar work. (photographs encouraged)
 - (e) Provide a fee schedule for project, including the hourly-rate and total number of anticipated staff hours. Please separate the properties by Successor Agency and Housing Successor Agency properties as set forth in the previous charts.
 - (f) List contact names and telephone numbers of three (3) professional references that can verify your experience.

**Staff Report – Resolution Authorizing Agreement with
New West Landscaping/Successor Agency Properties
Property Maintenance & Landscaping Services
September 12, 2023, page 3**

- (g) Provide proof of insurance coverage and licensure:
 - 1. Valid Contractor's License issued by the California State License Board (CCSB)-please provide copy- detailed verification printout (can be accessed at the State of California Department of Consumer Affairs Contractors State License Board)
 - 2. Valid City of Compton Business License
 - 3. Worker's Compensation Insurance

II. Provide other relevant documentation for consideration of the contract.

The Evaluation Committee found that the proposal of New West was the lowest cost and most responsive bidder based on the criteria above and is recommending that New West be awarded a contract to provide regularly scheduled landscape and maintenance services for Successor Agency-owned properties.

FISCAL IMPACT

Funding for this expenditure is available in the Redevelopment Property Tax Fund Trust Low Cost Housing Fund. The amount of \$47,400.00 is available in Account No. 1201-910-000-4269. Should the option to renew each fiscal year after up to two fiscal years be exercised, the costs for services rendered during each fiscal year (i.e. FY 2024-2025 and FY 2025-2026) will be \$47,400.00, which will be appropriated in future Successor Agency budgets.

Even though services rendered for Fiscal Year 2023-2024 will be for less than 12 months, it is anticipated that the \$47,400.00 requested will be needed because there has not been any maintenance services performed on the properties since the end of Fiscal Year 2022-2023.

RECOMMENDATION

Staff respectfully recommends that the Board of Directors adopt the attached Resolution.

**JERRY GROOMES
EXECUTIVE DIRECTOR**

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$47,400)

WHEREAS, as part of the winding down of the former Community Redevelopment Agency’s (“CRA”) activities, the Successor Agency to the Community Redevelopment Agency of the City of Compton (“Successor Agency”) is required to provide maintenance, landscaping services and monitoring activities on Successor Agency-owned parcels slated for disposition and development pursuant to AB 26 and 1484 (collectively known as the “Dissolution Act”); and

WHEREAS, the Successor Agency has fourteen (14) parcels held for resale in its inventory which continuously require property maintenance, landscaping services, illegal dumping removal, graffiti removal, weed abatement, board-up services, tree trimming and regular inspections to alleviate visual blight; and

WHEREAS, in order to accomplish such objectives, the Successor Agency needs to employ the services of a contractor to perform maintenance of the Successor Agency-owned properties; and

WHEREAS, on June 28, 2023, staff issued a Request for Proposal (“RFP”) for Maintenance and Landscaping Services for each of the parcels owned by the Successor Agency and the Housing Successor Agency, which was published in the Compton Bulletin. Staff also sent e-mails of the RFP to various vendors. Six (6) proposals were received as follows:

Contractor	Successor Agency	Housing Successor Agency	Total Annual Cost
New West Landscaping	\$47,400.00	\$14,400.00	\$61,800.00
JAS Landscape	Not Broken Down by Agency	Not Broken Down by Agency	\$40,960/month
Mariposa Landscapes Inc.	\$91,867.08	\$52,589.16	\$144,456.24
Swayzer Landscapes	\$88,060	\$40,200	\$128,260.00
Green Garden Inc.	Not Broken Down by Agency	Not Broken Down by agency	\$17,928.50/month
Four Seasons landscaping	Not Broken Down by Agency	Not Broken Down by Agency	\$222,900.00

WHEREAS, staff found that the proposal of New West was the lowest cost and most responsive bidder based on the criteria identified within the RFP and is recommending that New West be awarded a contract to provide regularly scheduled landscape and maintenance services for Successor Agency-owned properties; and

WHEREAS, funding for this expenditure are available in the Redevelopment Property Tax Fund Trust Low Cost Housing Fund.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Executive Director, upon the advice and approval of General Counsel is hereby authorized to enter into a Property Maintenance Service Agreement with New West Landscaping ("New West") for the remainder of Fiscal Year 2023-2024; with an option to renew each fiscal year after up to two fiscal years (i.e. FY 2024-2025 and FY 2025-2026) to provide routine monitoring, maintenance, and landscaping services for all Successor Agency-owned properties.

Section 2. That funds for this expenditure in the amount of \$47,400.00 are available in Account No. 1201-910-000-4269.

Section 3. That a purchase order is authorized to be established in the amount of \$47,400.00 for services rendered during the remainder of Fiscal Year 2023-2024. That if the option to renew the term of the agreement is exercised, funds in the amount of \$47,400.00 for such expenditure will be appropriated in future Successor Agency budgets.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the Executive Director, General Counsel, City Controller, and Agency Secretary.

Section 5. That the Chairperson shall sign and the Agency Secretary shall attest to the adoption of this Resolution.

ADOPTED this day _____ of _____, 2023.

**CHAIRPERSON OF THE SUCCESSOR AGENCY TO
THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF COMPTON**

ATTEST:

**SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Vernell McDaniel, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Board of Directors, signed by the Chairperson and attested by the Agency Secretary at a regular meeting thereof held on the _____ day of _____, 2023.

That said Resolution was adopted by the following vote, to wit:

**AYES: BOARD MEMBERS-
NOES: BOARD MEMBERS-
ABSENT: BOARD MEMBERS-
ABSTAIN: BOARD MEMBERS-**

**SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

CITY OF COMPTON
And The
SUCCESSOR AGENCY



REQUEST FOR PROPOSAL
FOR
PROPERTY MAINTENANCE AND LANDSCAPING SERVICES

Issued by:
City of Compton
Successor Agency
205 South Willowbrook Avenue
Compton, CA 90220
Phone Number (310) 605-5585
Website: www.comptoncity.org

Date of Issue:
June 28, 2023

Submission:
City Clerk's Office
Re: RFP Landscape & Maintenance
205 South Willowbrook Avenue, 1st Floor
Compton, CA 90220

Proposal Due Date & Time
Thursday, July 13, 2023 by 5:00 p.m.

Proposals will not be accepted after
Thursday, July 13, 2023 by 5:00 p.m.
For questions regarding the submission of this proposal, please contact:
cfields@comptoncity.org

SUCCESSOR AGENCY/HOUSING SUCCESSOR AGENCY PROPERTIES
RFP: PROPERTY MAINTENANCE AND LANDSCAPING SERVICES

INTRODUCTION

The City of Compton Successor Agency (Agency) is soliciting proposals from qualified companies to perform Landscaping and Maintenance services on Successor Agency and Housing Successor Agency properties within the City. The Agency is requesting proposals to service the properties listed below:

Address	Size	Current Status
Successor Agency Properties		
250 North Central	107,208 sq. ft.	Vacant Land and Building
1113 – 1125 West Rosecrans Avenue	18,352 sq. ft.	Vacant Land
413 – 415 West Compton Boulevard	24,463 sq. ft.	Vacant Land
1425 East Compton Boulevard	13,392 sq. ft.	Vacant Land
110 – 114 North Bowen Avenue	11,505 sq. ft.	Vacant Land
409, 413 – 415 North Alameda Street	33,570 sq. ft.	Vacant Land
2901 West Alondra Boulevard	40,075 sq. ft.	Vacant Land
2815 – 2875 West Alondra Boulevard	779,724 sq. ft.	Vacant Land
412 West Alondra Boulevard	18,509 sq. ft.	Vacant Land
1434 West Compton Boulevard	62,262 sq. ft.	Vacant Land
1117 S. Long Beach Blvd.	56,509 sq. ft.	Vacant Land
501 – 545 East Compton Boulevard	42,801 sq. ft.	Vacant Land
107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090 sq. ft.	Vacant Land
217 East Indigo Street	7,750 sq. ft.	Vacant Land
2000-2024 West Compton Boulevard	88,114 sq. ft.	Vacant Land
206 E. Elm Street	4,967 sq. ft.	Vacant Land
Housing Successor Agency Properties		
16208 South Atlantic Avenue	40,511 sq. ft.	Vacant Land
Small area adjacent to 16208 S. Atlantic Avenue	0.17 sq. ft.	Vacant Land
16216 South Atlantic Avenue	7,836 sq. ft.	Vacant Land
1716 E. Rosecrans Avenue	13,257 sq. ft.	Vacant Land
1950 North Central Avenue	51,987 sq. ft.	Vacant Land
1434 W. Compton Blvd.	62,262 sq. ft.	Vacant Land

SCOPE OF SERVICES

This section describes the specifics regarding the actual work to be performed during the duration of the contract. These parcels require continuous and regular property landscape and maintenance services for the abatement of items such as: illegal dumping, trash and debris removal, graffiti removal, weed abatement, board-up services, and tree trimming.

Maintenance and Landscape Services:

- Grass to be mowed routinely. Staff reserves the right to notify the contractor of when to change the mowing height to accommodate the various growing patterns and weather conditions throughout the year. Damage to turf areas as evidenced by the use of dull blades could be considered grounds for cancellation of any contract agreement.
- Edging to be completed at each service will include all around curbs, sidewalks, streets, and flower beds.
- Clippings to be blown off drives and walkways and removed off the site.
- Contractor must only use state of California approved herbicides
- Trimming around all obstacles as needed.
- Litter to be removed from all areas prior to each mowing.
- Direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Perform weed abatement.
- Emptying of all trash containers.
- Inspect irrigation system and report any repairs required to City staff.
- Provide photo-documentation of all on a bi-weekly-basis, or as specified by city staff, proof of work performed and verifying any abnormal conditions as necessary.
- Submit a bi-weekly report describing work performed for all locations with Invoice.
- Perform work in a professional manner in accordance with City regulations and standards.
- Monitor property for illegal dumping and homeless encampments and clean-up dumping or encampments and notify staff of each occurrence.

SUCCESSOR AGENCY/HOUSING SUCCESSOR AGENCY PROPERTIES
RFP: PROPERTY MAINTENANCE AND LANDSCAPING SERVICES

SCHEDULE OF MAINTENANCE AND LANDSCAPING

City staff will determine the frequency of maintenance of service. In the event that frequency augmentations are required, standard per unit rates fees shall apply. Also, the total number of vacant lots serviced is subject to increase or decrease. (As a result, proposal should base costs/fees on a per unit basis or itemized list). The general schedule of maintenance of service will include:

General Schedule of Maintenance and Landscaping

Address	Size	Maintenance Required
SUCCESSOR AGENCY PROPERTY		
1113 – 1125 West Rosecrans Avenue	18,352 sq. ft.	Bi-Weekly
413 – 415 West Compton Boulevard	24,463 sq. ft.	Bi-Weekly
1425 East Compton Boulevard	13,392 sq. ft.	Bi-Weekly
110 – 114 North Bowen Avenue	11,505 sq. ft.	Bi-Weekly
413 – 415 North Alameda Street	11,030 sq. ft.	Bi-Weekly
2901 West Alondra Boulevard	40,075 sq. ft.	Bi-Weekly
2815 – 2875 West Alondra Boulevard	779,724 sq. ft.	Quarterly
1434 West Compton Boulevard	62,262 sq. ft.	Bi-Weekly
501 – 545 East Compton Boulevard	42,801 sq. ft.	Bi-Weekly
107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090 sq. ft.	Bi-Weekly
217 East Indigo Street	7,750 sq. ft.	Bi-Weekly
1117 South Long Beach Boulevard	56,509 sq. ft.	Bi-Weekly
2000-2024 West Compton Boulevard	88,114 sq. ft.	Bi-Weekly
206 E. Elm Street	4,967 sq. ft.	Bi-Weekly
HOUSING SUCCESSOR AGENCY PROPERTY		
16208 South Atlantic Avenue Small area adjacent to 16208 S. Atlantic Avenue 16216 South Atlantic Avenue	40,511 sq. ft. 0.17 sq. ft. 7,836 sq. ft.	Bi-Weekly
1716 E. Rosecrans Avenue	13, 257 sq. ft.	Bi-Weekly
1434 W. Compton Blvd.	62,262 sq. ft.	Bi-Weekly
930 W Compton Blvd.	107,020 sq. ft.	Bi-Weekly

RIGHT OF REVERSION

The City of Compton or the Successor Agency/Housing Successor Agency reserves the right to cancel or to postpone any scheduled service without cause by giving the contractor at least seven (7) business days' notice. The contractor will not be allowed to charge the City of Compton Successor Agency/ Housing Successor Agency for any cancellations.

RFP PACKAGE REQUIREMENTS AND ELEMENTS

When preparing your RFP proposal, please address all components listed below.

Please submit four (4) copies of your RFP by the due date. A failure to comply with these or any other requirement listed in this notice will invalidate your proposal. Proposals should include the following information:

- I. Narrative describing the contractor's qualifications which include:
 - a. Company's contact information.
 - b. Years of experience in and description of similar work in lawn care, park (recreational space) improvement, and lot clearing.
 - c. Staff qualifications, training, and expertise.
 - d. Amount and types of equipment that the contractor currently has on hand for completion of similar work. (photographs encouraged)
 - e. Provide a fee schedule for project, including the hourly-rate and total number of anticipated staff hours. Please separate the properties by Successor Agency and Housing Successor Agency properties as set forth in the previous charts.
 - f. List contact names and telephone numbers of three (3) professional references that can verify your experience.
 - g. Provide proof of insurance coverage and licensure:
 1. Valid Contractor's License issued by the California State License Board (CCSB)- please provide copy- detailed verification printout (can be accessed at the State of California Department of Consumer Affairs Contractors State License Board)
 2. Valid California Driver's License
 3. Valid Automobile Insurance
 4. Valid City of Compton Business License
 5. Worker's Compensation Insurance
 6. Errors and Omissions Insurance
- II. Provide other relevant documentation for consideration of the contract.
- III. Contract period is for FY 2023-24 with an option to renew each fiscal year after up to two fiscal years.

SUCCESSOR AGENCY/HOUSING SUCCESSOR AGENCY PROPERTIES
RFP: PROPERTY MAINTENANCE AND LANDSCAPING SERVICES

RFP SUBMISSION

Proposals must be received by
Thursday, July 13, 2023 by 5:00 p.m.

Your submission **must** be in a sealed envelope **and** addressed as follows:

**City Clerk's Office
Re: RFP Landscape & Maintenance
205 South Willowbrook Avenue, 1st Floor
Compton, CA 90220**

**SUCCESSOR AGENCY PROPERTY
MAINTENANCE AND LANDSCAPING SERVICES FY 22/23**

	Address	Size	Current Status
	Successor Agency Properties		
1	1113 – 1125 West Rosecrans Avenue	18,352 sq. ft.	Vacant Land
2	413 – 415 West Compton Boulevard	24,463 sq. ft.	Vacant Land
3	110 – 114 North Bowen Avenue	11,505 sq. ft.	Vacant Land
4	409, 413 – 415 North Alameda Street	33,570 sq. ft.	Vacant Land
5	2901 West Alondra Boulevard	40,075 sq. ft.	Vacant Land
6	2815 – 2875 West Alondra Boulevard	779,724 sq. ft.	Vacant Land
7	1117 S. Long Beach Blvd.	56,509 sq. ft.	Vacant Land
8	501 – 545 East Compton Boulevard	42,801 sq. ft.	Vacant Land
9	107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090 sq. ft.	Vacant Land
10	217 East Indigo Street	7,750 sq. ft.	Vacant Land
11	2000-2024 West Compton Boulevard	88,114 sq. ft.	Vacant Land
12	106 E. Cedar Street	7,497 sq. ft.	Vacant Land
13	206 E. Elm Street	4,967 sq. ft.	Vacant Land
14	Lot 14 (Additional Successor Property)		

d.) Fee Schedule:

SUCCESSOR AGENCY PROPERTIES

MAINTENANCE AND LANDSCAPNG SERVICES FY 23/24 FEE

	Address	Size	Frequency	Fee
	Successor Agency Properties			
1	1113 — 1125 West Rosecrans Avenue	18,352 sq. ft.	Bi-Weekly	25.00
2	413 — 415 West Compton Boulevard	24,463 sq. ft.	Bi-Weekly	100.00
3	110 — 114 North Bowen Avenue	11,505 sq. ft.	Bi-Weekly	50.00
4	409, 413 — 415 North Alameda Street	33,570 sq. ft.	Bi-Weekly	150.00
5	2901 West Alondra Boulevard	40,075 sq. ft.	Bi-Weekly	100.00
6	2815 - 2875 West Alondra Boulevard	779,724 sq. ft.	Quarterly @ 4,500.00	18,000.00
7	1117 S. Long Beach Blvd.	56,509 sq. ft.	Bi-Weekly	200.00
8	501 — 545 East Compton Boulevard	42,801 sq. ft.	Bi-Weekly	100.00
9	107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090 sq. ft.	Bi-Weekly	100.00
10	217 East Indigo Street	7,750 sq. ft.	Bi-Weekly	75.00
11	2000-2024 West Compton Boulevard	88,114 sq. ft.	Bi-Weekly	100.00
12	206 E. Elm Street	4,967 sq. ft.	Bi-Weekly	50.00
13	Lot 14 (Additional Successor Property)		Bi-Weekly	100.00
14	1425 East Compton Blvd.	13,392 sq. ft.	Bi-Weekly	75.00

Successor Agency Properties = 47,400.00

Rate= 36.00 Per Hour x 1,316 Staff Hours

**Change order will apply if there is excessive illegal dumping of construction material ,green waste, installation of plants, re-landscaping or sprinkler repairs or upgrades.*

d.) Fee Schedule:SUCCESSOR AGENCY HOUSNG PROPERTIES
MAINTENANCE AND LANDSCAPNG SERVICES FY 22/23 FEE SCI-EDULE.

	Housing Successor Properties			
1	16208 South Atlantic Avenue Small area adjacent to 16208 S. Atlantic Ave- 16216 S. Ave.	400.17 sq. 0.17 sq. ft. 7,836 sq.	Bi-Weekly	250.00
2	1716 E. Rosecrans Avenue	13, 257 sq. ft.	Bi-Weekly	75.00
3	1434 W. Compton Blvd.	62262 sq. ft.	Bi-Weekly	75.00
4	930 W. Compton Blvd.	107,020 sq. ft.	Bi-Weekly	200.00

Successor Housing Properties = 14,400.00
 Rate = 36.00 Per Hour x 400 Staff Hours

**Change order will apply if there is excessive illegal dumping of construction material, green waste, installation of plants, re-landscaping or sprinkler repairs or upgrades.*



CITY OF COMPTON AND THE SUCCESSOR AGENCY

REQUEST FOR PROPOSAL FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES

JAS LANDSCAPE LLC 2225 River Ridge Road Oxnard, CA 93036 (805) 432-1438

jas.llc.landscape@gamil.com

JAS Landscape, LLC., has over 30 years of experience in landscaping services in residential, commercial, homeowners' associations, and public works. We pride ourselves in providing exceptional service and never overlooking the smallest detail. As a family-owned business, we take great pride in providing our services within our community, servicing throughout Ventura and Santa Barbara counties and in the greater Los Angeles County.

P.O.C. – Jesus Lopez CEO (805) 207-1594

25 years of experience in landscaping and hardscape construction

Alejandro Lopez Manager (805) 432-1438

15 years of experience in landscaping and hardscape construction. 7 years of managing landscape projects and overseeing day to day.

Equipment on hand – Toro 36" stand on mower, Wright 36" stand on mower, Echo blower backpacks (if required, battery operated as well, Echo Hedge Trimmers, Echo Brushbutters, Echo String Trimmers, Rakes, Buckets, Plastic Poly Sheets, Ladders, Backpack Sprayers.

Fee Schedule

Hourly Rate Landscape Laborer 29.00/hour

Hourly Rate Supervisor/Foreman 35.00/hour

Anticipated Staff Hours Per Week – 6-8 person crew, 640 proposed hours per month.

\$ 64 per hour

\$ 40,960

Fee Schedule and Hourly Rate

SUCCESSOR AGENCY PROPERTY	Monthly	Yearly
1113 – 1125 West Rosecrans Avenue	\$ 368.33	\$ 4,419.96
413 – 415 West Compton Boulevard	\$ 112.95	\$ 1,355.40
1425 East Compton Boulevard	\$ 268.78	\$ 3,225.36
110 – 114 North Bowen Avenue	\$ 230.91	\$ 2,770.92
413 – 415 North Alameda Street	\$ 203.72	\$ 2,444.64
2901 West Alondra Boulevard	\$ 740.15	\$ 8,881.80
2815 – 2875 West Alondra Boulevard	\$ 208.56	\$ 2,502.72
1434 West Compton Boulevard	\$ 1,249.60	\$ 14,995.20
501 – 545 East Compton Boulevard	\$ 395.25	\$ 4,743.00
107 North Santa Fe Avenue	\$ 830.33	\$ 9,963.96
601 East Compton Boulevard		
607 East Compton Boulevard		
625 East Compton Boulevard		
112 North Willow Avenue	\$ 143.14	\$ 1,717.68
217 East Indigo Street		
1117 South Long Beach Boulevard		
2000-2024 West Compton Boulevard		
206 E. Elm Street	\$ 91.74	\$ 1,100.88
SA	7,655.29	91,870.8
HOUSING SUCCESSOR AGENCY PROPERTY		
16208 South Atlantic Avenue	\$ 748.21	\$ 8,978.52
Small area adjacent to 16208 S. Atlantic Avenue	\$ 18.47	\$ 221.64
16216 South Atlantic Avenue	\$ 144.72	\$ 1,736.64
1716 E. Rosecrans Avenue	\$ 244.85	\$ 2,938.20
1434 W. Compton Blvd.	\$ 1,249.60	\$ 14,995.20
930 W Compton Blvd.	\$ 1,976.58	\$ 23,718.96
TOTAL	\$ 12,038.02	\$144,456.24

Extra Labor – Per Hour

\$75 Irrigation Technician

\$63 Forman

\$45 Laborer

\$70 Spray Technician

\$85 Tree Trimming



SUCCESSOR AGENCY/HOUSING SUCCESSOR AGENCY PROPERTIES
RFP: PROPERTY MAINTENANCE AND LANDSCAPING SERVICES

SCHEDULE OF MAINTENANCE AND LANDSCAPING

City staff will determine the frequency of maintenance of service. In the event that frequency augmentations are required, standard per unit rates fees shall apply. Also, the total number of vacant lots serviced is subject to increase or decrease. (As a result, proposal should base costs/fees on a per unit basis or itemized list). The general schedule of maintenance of service will include:

General Schedule of Maintenance and Landscaping

Address	Size	Maintenance Required	Total Bi-Weekly Cost
SUCCESSOR AGENCY PROPERTY			
1113 – 1125 West Rosecrans Avenue	18,352 sq. ft.	Bi-Weekly	\$150.00
413 – 415 West Compton Boulevard	24,463 sq. ft.	Bi-Weekly	\$170.00
1425 East Compton Boulevard	13,392 sq. ft.	Bi-Weekly	\$170.00
110 – 114 North Bowen Avenue	11,505 sq. ft.	Bi-Weekly	\$305.00
413 – 415 North Alameda Street	11,030 sq. ft.	Bi-Weekly	\$150.00
2901 West Alondra Boulevard	40,075 sq. ft.	Bi-Weekly	\$305.00
* 2815 – 2875 West Alondra Boulevard	779,724 sq. ft.	* Quarterly Cost	\$4,375.00
1434 West Compton Boulevard	62,262 sq. ft.	Bi-Weekly	\$305.00
501 – 545 East Compton Boulevard	42,801 sq. ft.	Bi-Weekly	\$150.00
107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090 sq. ft.	Bi-Weekly	\$305.00
217 East Indigo Street	7,750 sq. ft.	Bi-Weekly	\$305.00
1117 South Long Beach Boulevard	56,509 sq. ft.	Bi-Weekly	\$305.00
2000-2024 West Compton Boulevard	88,114 sq. ft.	Bi-Weekly	\$150.00
206 E. Elm Street	4,967 sq. ft.	Bi-Weekly	\$170.00
HOUSING SUCCESSOR AGENCY PROPERTY			SA Yearly
16208 South Atlantic Avenue Small area adjacent to 16208 S. Atlantic Avenue 16216 South Atlantic Avenue	40,511 sq. ft. 0.17 sq. ft. 7,836 sq. ft.	Bi-Weekly	\$760.00
1716 E. Rosecrans Avenue	13,257 sq. ft.	Bi-Weekly	\$305.00
1434 W. Compton Blvd.	62,262 sq. ft.	Bi-Weekly	\$305.00
930 W Compton Blvd.	107,020 sq. ft.	Bi-Weekly	\$305.00

Swayzer Corporation

75 SA Yearly \$40,200
4 | Page 7

Yearly \$128,260

year

3,600

4,080

4,080

7,320

3,600

7,320

17,500

7,320

3,600

7,320

7,320

7,320

3,600

4,080

\$88,060

18,240

7,320

7,320

7,320

Successor Agency Properties

21 properties total

Total amount per month \$14,421.49 $\times 12 = 173,057.88$

Housing Successor Agency Properties

6 properties total

Total amount per month \$3,507.01 $\times 12 = 42,084.12$

Total amount of contract per month is \$17,928.50

\$50.45/hr

Estimated 347 staff hours per month. May adjust if needed.

References (See attached)

Proof of Insurance (See Attached)

Pictures (See attached)

Four Seasons Landscaping

SGD ENTERPRISES dba Four Seasons Landscaping

Proposal for Property Maintenance and Landscape Maintenance Services for the City of Compton

6/20/2023

1. 2815 – 2875 West Alondra Boulevard- \$100 per hour, expected 8 hours, \$800 per visit

Total Hours per Visit for all properties above- 8 Hours

Rate per Hour- \$100

Price for 1 Visit of each property- \$800

Price for 4 Visits—3,200

EXPECTED ANNUAL COST FOR ALL PROPERTIES: \$222,900

**PROPERTY MAINTENANCE SERVICES AGREEMENT
BETWEEN
NEW WEST LANDSCAPING
AND
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON**

This **AGREEMENT** is made by and between the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a distinct and separate legal entity from the City of Compton created pursuant to the laws of the State of California, (hereinafter referred to as “**AGENCY**”) located at 205 South Willowbrook Avenue, Compton, California 90220, and **NEW WEST LANDSCAPING** (hereinafter referred to as “**CONTRACTOR**”) located at 1019 West 133rd Street, Gardena, California 90247, pursuant to Resolution No., adopted by the Board of Directors of the **AGENCY** on____, 2023.

WITNESSETH:

That the Agency and Contractor, for the consideration, terms and conditions herein described, mutually agree as follows:

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing monthly property maintenance and landscaping services on the Agency-owned parcels, identified within the attachment titled “**ATTACHMENT A**”, which is incorporated herein. Services include, but are not limited to abatement of all dumped materials and debris, weed abatement, trash removal, shrub and tree trimming, and removal and disposal of all materials abated.

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the Agency. Contractor shall bear all costs associated with this work, including, but not limited to all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this work.

Contractor will be responsible for employing or engaging all persons necessary to perform the services. All of Contractor's staff will be qualified by training and experience to perform their assigned tasks. Contractor will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control.

1.1 Key Personnel.

. **a Contractor's Representative.** Contractor hereby designates **Keith Dickerson, Owner** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

. **b Agency's Representative.** Agency hereby designates the **Executive Director of the Agency** or his/her designated representative as Agency's Representative for this Agreement.

Property Maintenance Services Agreement – New West Landscaping
Successor Agency-Owned Parcels

2. Compensation:

The method of payment for this Contract shall be based on lump sum fee amounts for each of the specified Agency-owned parcels, as agreed to by the Agency. The agreed amount charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the Agency. Adjustment in the total compensation payable for each project to be completed will not be effective until authorized by written approval by the Agency.

Progress payments may be made in arrears for each project completed by the Contractor. If Contractor fails to complete the work according to schedule and as agreed, the Agency shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the Agency of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **Executive Director of the Agency** at the following address: **Successor Agency of the City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Contractor is required to comply with all federal, state and local laws and ordinances applicable to the work.

For the work agreed to be performed pursuant to this Agreement, it is understood between the parties that the maximum compensation payable to the Contractor for any and all services rendered during Fiscal Year 2019-20 of this Agreement is limited to a total not-to-exceed amount of **fourty-seven thousand and four hundred dollars (\$47,400)**. It is further understood that maximum compensation payable for Fiscal Year 2023-24 will be determined by the ROPS 2023-24 approved by DOF which will be added to this contract as an Amendment.

In the event of termination, the Contractor shall be entitled to non-disputed compensation for the reasonable value of services performed to the effective date of termination; provided, however, that the Agency may condition payment of such compensation upon the Contractor's delivery to the Agency of any and all Agency property, documents, reports, records and material associated with the performance of this Agreement.

3. Commencement of Services:

The term of this Agreement shall be effective as of, add Date and shall expire on June 30, 2024, or when the above-specified total compensation has been exhausted, whichever occurs first, unless this Agreement is terminated as provided herein.

**Property Maintenance Services Agreement – New West Landscaping
Successor Agency-Owned Parcels**

4. Safety:

4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the services.

4.2 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

. **a** Employees and all other persons at the locations where services are rendered ("Sites");

. **b** Materials and equipment stored on the Sites or off the Sites at locations for use in performance of the work; and

. **c** the assigned project Sites and all property located at the Sites, whether or not said property or structures are part of the project or involved in the work.

4.3 Contractor shall designate an individual at the Sites of the assigned project in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

4.4 Losses not insured under property insurance which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by Agency as a cost of work, or in any other manner.

4.5 If Agency deems any part of the work or Site unsafe, Agency may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures. Neither Agency's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

4.6 Contractor shall immediately notify the Agency of any illegal dumping of hazardous materials and other emergency public safety issues observed at the Sites where services are performed.

5. Indemnity:

Contractor shall indemnify and save harmless the Agency and the City of Compton, its officials, officers, employees, agents and volunteers (collectively hereafter the "Agency") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Agency and shall defend, indemnify and save the Agency from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including

**Property Maintenance Services Agreement – New West Landscaping
Successor Agency-Owned Parcels**

operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

This indemnification and hold harmless obligation do not extend to claims arising out of the sole negligence or willful misconduct of the Agency.

6. Insurance:

The Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the Agency and the City of Compton that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the Agency and the City of Compton, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the Agency may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Agency.

6.1 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

All insurance required hereunder shall be primary with respect to any insurance maintained by the Agency and the City of Compton and shall not call on the Agency's or the City of Compton's program for contributions. Program(s) of insurance shall include:

. a Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

. b Automobile Liability. A program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**Property Maintenance Services Agreement – New West Landscaping
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.c Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than \$1,000,000 per accident for bodily injury and disease. Workers' Compensation and

Employer's Liability insurance may not be required if Contractor has no employees and provides, to Agency's satisfaction, a declaration stating this.

6.2 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Agency for approval.

. a The policy of insurance required by Section 6.1.a (Commercial General Liability) shall be endorsed to provide the following:

(1) Additional Insured: The Successor Agency/City of Compton, its officials, officers, employees, agents, and volunteers shall be named as **"additional insured"** with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Agency, except ten (10) days written notice shall be provided for non-payment of premium.

. b The policy of insurance required by Section 6.1.b (Automobile Liability) shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Agency, except ten (10) days written notice shall be provided for non-payment of premium.

.c The policy or policies of insurance required by Section 6.1.c (Workers' Compensation) shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Agency, except ten (10) days written notice shall be provided for non-payment of premium.

6.3 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

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6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the Agency and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. ***The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies to the Agency.*** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Agency. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Agency evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A: VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.7 Insurance for Subcontractors. All subcontractors shall be included as additional insured under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Successor Agency/City of Compton as an ***"additional insured"*** to the subcontractor's policies.

7. Nondiscriminatory Employment Practices:

During the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are

treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

8. Successor and Assigns:

Agency and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Agency. Any attempted assignment of this Contract without the written consent of both parties is void.

9. Independent Contractor Status:

Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the Agency. Neither the Agency nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the Agency. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to Agency officials, officers, or employees. Contractor expressly waives any claim to such rights.

10. Subcontracting:

Except as may be agreed to by the Agency, Contractor will not subcontract any portion of the services without prior written approval of Executive Director or his/her designee. If Contractor subcontracts any of the services, Contractor will be fully responsible to Agency for the acts, errors and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and Agency. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's

work unless specifically noted to the contrary in the subcontract and approved in writing by Agency.

11. Other Contractors:

The Agency reserves the right to employ other contractors in connection with the services.

12. Permits and Licenses:

Contractor, at its sole expense, shall obtain and maintain during the term of this

**Property Maintenance Services Agreement – New West Landscaping
Successor Agency-Owned Parcels**

Agreement, all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by Contractor.

Prior to or at the time of execution of this Agreement, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

13. Termination:

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated as follows:

13.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the Agency may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

13.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the Agency may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

13.3 If the Contractor fails to perform or breaches any material obligation under this Agreement, then, the Agency may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

If the Agency gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the Agency. Upon termination, Contractor shall furnish to the Agency a final invoice for work performed.

14. Force Majeure:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, Agency shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, Agency shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

**Property Maintenance Services Agreement – New West Landscaping
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15. Waivers:

A waiver by either party to this Agreement of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

16. Amendments:

This Agreement may be modified or amended only by written document executed by both Contractor and Agency's Executive Director and approved as to form by the General Counsel to the Agency. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

17. Notice:

All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth day after the deposit thereof in the United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after sent by facsimile transmission.

To Contractor:

**New West Landscaping
1019 West 133rd Street
Gardena, California 90247
Attn: Keith Dickerson, Owner
(310) 617-9667
(310) 769-6614 – fax.**

To Agency:

**Successor Agency to the Community
Redevelopment Agency of the City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Director
(310) 605-5585
(310) 761-1429 – fax.**

18. Contractor's Books and Records:

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the Agency for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

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Contractor shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Agency or a designated representative. Copies of such documents shall be provided to the Agency, at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

19. Examination and Audit:

This Contract shall be subject to examination and audit of the City, State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the Agency, or as part of any audit of the Agency, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

20. Covenants Against Contingent Fees:

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, Agency will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

21. Extent of Agreement:

This Agreement and any attachments hereto, constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any subcontractor and the Agency.

22. Governing Law, Jurisdiction and Venue:

This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively in a court of competent jurisdiction in the County of Los Angeles, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

**Property Maintenance Services Agreement – New West Landscaping
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Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

23. Waiver of Jury Trial:

Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Agency and Contractor, Contractor's performance on each project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its subcontractors who provide work on any assigned projects, waiving the right of a jury trial in any action involving Agency as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

24. Federal and State Withholding Taxes:

Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Contractor agrees to indemnify Agency for any claims, costs, losses, fees, penalties, interest, or damages suffered by Agency resulting from Contractor's failure to comply with this provision. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Agreement.

25. Miscellaneous:

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONTRACTOR has executed this Agreement and the **AGENCY** by its Executive Director, who is authorized to do so, has executed this Agreement.

Property Maintenance Services Agreement – New West Landscaping
Successor Agency-Owned Parcels

**NEW WEST LANDSCAPING
CONTRACTOR**

By _____
Keith Dickerson, Owner

Dated: _____

**SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

Approved By:

By _____
Jerry Groomes, Executive Director

Dated: _____

Approved as to form:

By _____
Eric Perrodin, General Counsel

Dated: _____

ATTEST:

By _____
Vernell McDaniel, Successor Agency Clerk

Dated: _____