

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

MIDORI LANDSCAPE, INC.

For

**CITYWIDE TREE PLANTING PROJECT
CDBG PROJECT NO. 601556-12**

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
MIDORI LANDSCAPE, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 26th day of February, 2014 by and between the City of Bell, a charter city (“City”) and Midori Landscape, Inc. (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”). (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 **Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those

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standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. (See Exhibit "B")

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

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1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor 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 1600, 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 \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City 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 at the project site. Contractor shall defend, indemnify and hold the City, its elected officials,

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officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$14,500, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one hundred forty-five thousand, one hundred sixty dollars (\$145,160) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

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2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

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3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty, and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

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ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Steve Trujillo
(Name)

Project Manager
(Title)

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

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4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence

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basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing ten (10) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]


Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless

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or willful misconduct, or arising from Contractor's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of

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Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 5 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full

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rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City 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, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal

Contract Agreement

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

Contract Agreement

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars (\$ 500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. (*See Exhibit "B"*)

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Contract Agreement

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

Contract Agreement

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BELL, 6330 Pine Avenue, Bell, CA 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Contract Agreement

9.5 Severability.

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

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

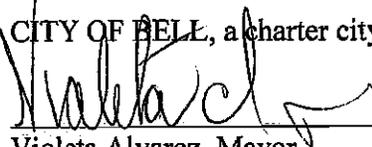
[SIGNATURES ON FOLLOWING PAGE]

Contract Agreement

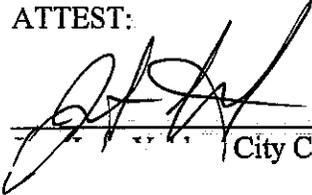
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a charter city


Violeta Alvarez, Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP *SKS*


David J. Aleshire, City Attorney

CONTRACTOR:


Michael Handberg, Inc.

By: 
Name:
Title: *Partner*

By: 
Name: *Steve Trujillo*
Title: *Project Manager*

Address: *3231 S. Main St.*
Santa Ana, Ca 92707

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ^{ORANGE} LOS ANGELES

Harvey Gonzalez Notary Public

^{NAGA HAMAMOTO}

On 3/12, 2014 before me, _____, personally appeared ~~HAMA MOTO~~, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 - CORPORATE OFFICER
- _____
- TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

Contract Agreement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2014 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ NUMBER OF PAGES
_____	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Furnish, plant, and stake the following trees within the public right of way at locations indicated in the Tree Details/Location Listing attached as Exhibit B-2:

- Fourteen (14) 24" Australian Willows
- Fifty-six (56) 36" Australian Willows
- Sixty four (64) 36" Camphor

B. Provide Public Notification as set forth in the Technical Provisions.

C. Traffic Control System and Plan as set forth in the Technical Provisions.

D. Contractor will furnish all traffic control, materials, equipment, tools, labor and incidentals required for the Services. All other materials required for a complete and proper installation may be selected by the Contractor subject to the approval of the City.

II. As part of the Services, Contractor will perform Services as detailed in the Technical Provisions of Exhibit B-1.

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering a Daily Construction Log.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City. In addition, all materials are subject to City's inspection and approval prior to fabrication. Any unsatisfactory work that develops during fabrication or installation shall be corrected at Contractor's expense.

V. Any deviation from the Scope of Services and specifications herein must be made by change order in accordance with Section 1.10.

VI. All measurements must be verified and measured exactly by the Contractor.

VII. Contractor acknowledges and understands that the residences will remain occupied during construction and that the Contractor shall minimize and advise the landlord and residents of any circumstances that might impede normal residential traffic. Contractor agrees to provide access to residences must be provided at all times.

VIII. Performance Bond and Labor and Material Bond in the amount of 100% of the Contract Sum each are required. The bond forms are included on the following pages.

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE Midori Landscape, Inc.

hereinafter referred to as "Contractor" as PRINCIPAL, and Philadelphia Indemnity Insurance Company
as SURETY, are held and firmly bound unto the CITY OF BELL, CALIFORNIA hereinafter
referred to as the "City", in the sum of One Hundred Forty Five Thousand One Hundred Sixty Dollars and 00/100s dollars
(\$ 145,160.00) lawful money of the United States of America, for the payment of which sum. will and
truly to be made, we bond ourselves, jointly and several firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, said contract has been awarded and
is about to enter into the annexed contract with said City for consideration of the work under the
specification entitled Community Development Block Grant (CDBG) Tree Planting Project, City Project
Number 601556-12 and is required by said City to give this bond in connection with the execution of said
contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations
of said contract on his part to be done and performed at the time and in the manner specified herein; this
obligation shall be null and void; otherwise it shall be in full force and effect;

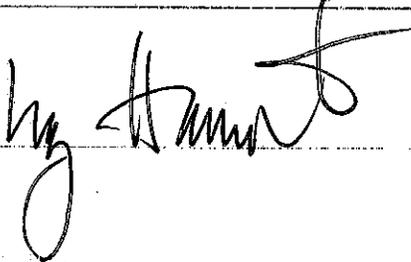
PROVIDED, that any alterations in the work to be done, or the materials to be furnished, which may be
made pursuant to the terms of said Contract shall not in any way release said Contractor or the Surety
thereunder not shall any extension of item granted under the provisions of said Contract release either
said Contractor or said Surety and notice of such alterations or extensions of the Contract is hereby
waived by such Surety.

In the event suit is brought upon this Bond by the obligee and judgment is recovered, said Surety shall pay
all costs incurred by the City in such suit, including a reasonable attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day
of March, 2014

PRINCIPAL Midori Landscape, Inc.

SURETY Philadelphia Indemnity Insurance Company



Linda D. Coats, Attorney-in-Fact

(SEAL)

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

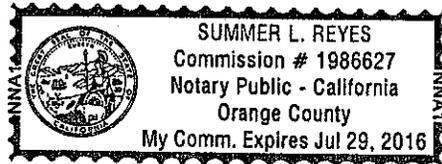
On March 18, 2014 before me, Summer L. Reyes, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Summer L. Reyes*



PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Linda D. Coats and Matthew J. Coats of Coats Surety Insurance Services, Inc. its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00]

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

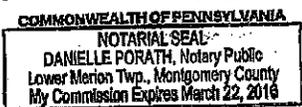
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of March, 2014.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE Midori Landscape, Inc.

hereinafter referred to as "Contractor" as PRINCIPAL, and Philadelphia Indemnity Insurance Company
as SURETY, are held and firmly bound unto the CITY OF BELL, CALIFORNIA
hereinafter referred to as the "City", in the sum of One Hundred Forty Five Thosuan One Hundred Sixty Dollars and 00/100s
DOLLARS (\$ 145,160.00) lawful money of the United States of America, for the
payment of which sum, well and truly to be made, we bind ourselves, jointly and several firmly by these
presents.

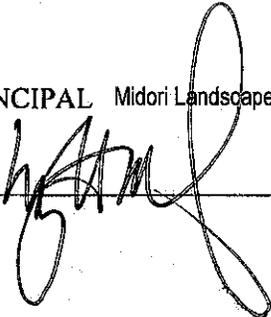
THE CONDITIONS OF THIS OBLATION ARE SUCH, that whereas, said Contractor has been awarded
and is about to enter into the annexed Contract with said City for construction of the work under City's
specification entitled Community Development Block Grant (CDBG) Tree Planting Project, City Project
Number 601556-12 and is required by said City to give this bond in connection with the execution of said
Contract;

NOW, THEREFORE, if said Contractor in said Contract, or subcontractor, fails to pay for any materials,
provisions, provender or other supplies, or for the use of implements or machinery, used in, upon, for or
about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or
for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety
will pay for the same in an amount not exceeding the sum specified above, and also in case suit is
brought upon this bond, a reasonable attorney's fee, to be fined by the court. This bond shall immure to
the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil
Procedure of the State of California.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made
pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety there
under nor shall any extensions of time granted under the provisions of said Contract release either said
Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by
said Surety.

IN _____ WITNESS WHEREOF, we have hereunto set our hands and
seals this 18th day
of March, 2014.

PRINCIPAL Midori Landscape, Inc.



(SEAL)

SURETY Philadelphia Indemnity Insurance Company



Linda D. Coats, Attorney-in-Fact

(SEAL)

SURETY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

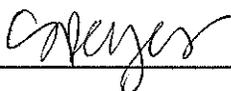
County of Orange

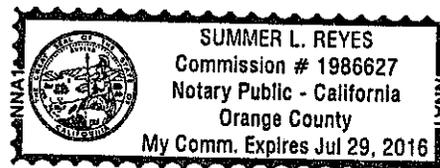
On March 18, 2014 before me, Summer L. Reyes, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 



PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Linda D. Coats and Matthew J. Coats of Coats Surety Insurance Services, Inc. its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

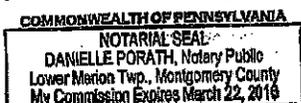
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19th day of March, 2014.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

- Section 1.2 is hereby amended to read as follows:

"The Contractor's bid and appendices to the Plans, Specifications and Contract Documents for the Citywide Tree Planting Project in the City of Bell CDBG Project No. 601556-12, referred to as CDBG Documents and Forms and Federal Wage Decisions shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of Contractor's bid and this Agreement, the terms of this Agreement shall govern."

- Section 7.7, entitled "Liquidated Damages" is hereby amended in its entirety to read as follows:

"7.7. Complaints; Liquidated Damages

(a) Complaints received by the City or through observation by the Contract Officer, regarding the Contractor's performance will be transmitted to the Contractor's office in writing, by telephone or facsimile, and handled by the Contractor. All complaints are to receive a follow-up response within twenty-four (24) hours following notification of the Contractor. A report of the Contractor's investigation and the corrective action taken shall be made promptly by the Contractor to the Contract Officer. Repeat complaints may be handled by a joint visit to the site by a City Inspector and the Contractor. Complaints received directly by the Contractor shall be submitted in writing to the City on the day such complaints are received. Contractor shall maintain a log of complaints received and corrective actions implemented which shall be submitted to the City within ten (10) days following the end of the month. Repeat complaints of poor service quality of similar nature shall be handled in the manner prescribed below. These penalties are provided to provide an alternative to Agreement termination for minor performance failures by Contractor. Nothing herein shall waive the right of the City to terminate the Agreement for repeated or material violations of the performance standards.

(b) An initial complaint shall be handled in accordance with the subsection (a) of this Section.

(c) When the Contract Officer determines that additional violations of a similar nature have occurred within any 180 calendar day period, a written complaint shall be filed with the Contractor by the City. The written complaint shall include a description of the complaint of the Contractor's performance and warning that the next complaint will result in the assessment of liquidated damages in the amount of \$100 per incident, provided that after the fourth incident in any 180 day period the penalty shall go to \$500 per incident.

(d) When the Contract Officer determines that a third violation similar in nature as the previous violation has occurred within 180 days of the material violation, a written

Exhibit B

complaint shall be filed with the Contractor by the City. The written complaint shall include a description of the complaint of the Contractor's performance, and of the penalty therefore. The Contract Officer and/or designee shall meet with the Contractor within five working days and develop a written corrective action plan to prevent further occurrence of the problem. The corrective action plan shall be prepared by the Contractor within 10 working days after the meeting between the Contract Officer and/or designee and Contractor. The corrective action plan is subject to the approval of the Contract Officer.

(e) If repeated violations continue, the City may provide notice of termination in accordance with Article 7."

- The technical provisions of the Standard Specifications of Public Works Construction ("Technical Provisions") attached as Exhibit B-1 is hereby added and incorporated into this Agreement

EXHIBIT B-1
TECHNICAL PROVISIONS

1. EXISTING PUBLIC FACILITIES AND PRESERVATION OF PROPERTY

The Contractor's attention is directed to Section 7-9, "Protection and Restoration of Existing Improvements" of the Standard Specifications of Public Works Construction ("Standard Specifications") and these specifications.

Any public facilities damaged due to the Contractor's operations shall be repaired or replaced as directed by the Engineer at the Contractor's sole expense.

In the event that a sign is knocked down, the Contractor shall immediately notify the City and replace the sign within 48 hours or as determined by the Engineer. Regulatory Signs (Black on White Signs) shall be immediately replaced. Interruptions to the Traffic Signal shall be notified immediately, within one (1) hour, to the Engineer or contact (323) 353-0766 after business hours and on weekends. Costs incurred due to negligence will be paid for at Contractor's sole expense.

Measurement and Payment. Full compensation for Existing Public Facilities and Preservation of Property as specified herein, shall be considered as included in the prices paid for the applicable bid items of work found elsewhere in these specifications, and no additional compensation will be made.

2. TRAFFIC CONTROL SYSTEM

Attention is directed to Section 7-10, "Public Convenience and Safety," of the Standard Specifications and these specifications. The Contractor shall be responsible for the safety of vehicular and pedestrian traffic within the project limits and on the approaches to the project. All work shall be done in accordance with the requirements of Section 7-10 of the Standard Specifications, the California Manual on Uniform Traffic Control Devices (most recent edition as of the date the project is advertised for bids), and as outlined herein. The Contractor shall cooperate and allow City work crews to use the traffic control system when set up for the Contractor's work as requested by the Engineer.

Hours of Work and Lane Closures - The Contractor shall notify and coordinate with the fire department, police, schools, transit agencies, solid waste, and other agencies as required regarding lane closures and/or street closures and the expected durations.

On-Street Parking – Attention is directed to Section 7-10.2 of the General Provisions, which describes the requirements for temporary parking restriction signs.

Measurement and Payment. Full compensation for Traffic Control System, as specified herein, shall be considered as included in the various bid items paid, and no additional compensation will be made.

3. PUBLIC NOTIFICATION

Exhibit B

The Contractor shall be required to notify and cooperate with the public, transit companies, local law enforcement agencies, local fire districts, local utility companies, refuse collectors, schools, and any other persons or agencies who may be affected by this project at least ten (10) days prior to construction. Any changes in schedule will be coordinated with affected local agencies as needed and as requested by the Engineer. Other notifications may be required during project construction as outlined below.

Notifications will be provided by the Contractor relating to, but not limited to, the following items:

- Traffic delays and alternate routes
- Tree removals and/or trimming
- Driveway closures
- Water service interruptions
- Temporary relocation of bus stops
- Adjustment of utilities
- Waste pick up
- Street Sweeping

7-Day Notifications - Before Contractor begins any work, all residents and businesses on each street affected by the work shall be notified in writing, at least seven (7) calendar days in advance. This notification will provide general information about the project, approximate range of dates on when construction will take place, time of work, Contractor's name and phone number and any other pertinent information for residents.

Failure of the Contractor to properly serve said notices shall be cause for suspension of work until compliance with this requirement is achieved. No extension of time will be allowed to the Contractor for lost time due to his failure to distribute said notices in a timely manner or from suspension of work due to non-compliance.

The Contractor shall provide the City a copy of all written notifications for review seventy-two (72) hours prior to delivery.

If the contractor's work schedule changes, the contractor shall be required to re-notify the residents with correct scheduling information by re-distributing new Public Notices. Notification will require dates, times and other pertinent information regarding the project to be filled in by the Contractor and as directed by the Engineer. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by resident and businesses to answer their concerns.

Measurement and Payment. Payment for preparing the Public Notices, distributing the Public Notices, answering phone calls concerning the schedule, resolving scheduling problems with the public and re-distributing Public Notices as required by the changing schedule of the work shall be considered as included in the *LUMP SUM PRICE* paid for *Public Notice*, and no additional compensation will be made therefor.

4. SURPLUS MATERIAL DISPOSAL

Disposal of surplus material shall conform to the provisions in Section 300-2.6 of the Standard Specifications of Public Works Construction. All excess excavated material, broken concrete, and any other excess material resulting from excavation or construction shall become the property of the Contractor and shall be removed by end of the working day unless approved by the Engineer.

Measurement and Payment. Full compensation for Surplus Material Disposal, as specified herein, shall be considered as included in the various bid items paid, and no additional compensation will be made.

5. Planting Trees

Earthwork and Topsoil Placement

Earthwork and topsoil placement shall include excavation and preparing for the spreading, densification, cultivation, and raking of topsoil, including fertilization and conditioning. If rock, underground construction, or other obstructions are encountered in excavation for planting of trees, notify the City. New locations may be selected. Soil for use in back-filling tree pits shall be the excavated soil from the planting pit unless otherwise specified by the City. Earthwork and Topsoil Placement shall conform to the provisions in Section 308-2 of the Standard Specifications of Public Works Construction.

Planting

All plants will be inspected prior to planting, including plants previously approved at the nursery. The Contractor shall be responsible protecting the plants upon arrival to the site by being thoroughly watered and properly maintained until acceptance. Protection and storage of the plants shall conform to the provisions in Section 308-4.2 of the Standard Specifications of Public Works Construction. Planting shall be performed with materials, equipment, and procedures favorable to the optimum growth of the plants and in compliance with Section 308-4.5 of the Standard Specifications of Public Works Construction.

Staking

If installation of tree stakes and supporting materials is determined to be done by the Engineer, staking shall conform with section 308-4.6.1 of the Standard Specifications of Public Works Construction. Staking shall be installed in accordance with Standard Plan 518-3 of SPPWC "Tree Staking – Double Staking".

Root Barrier

Root Barrier shall be installed in accordance with Standard Plan 520-4 of SPPWC "Tree Planting".

Dust Control

The Contractor's attention is directed to Section 7-8, "Work Site Maintenance," of the Standard Specifications for Public Works Construction and these Specifications. The Contractor shall be responsible for dust control within the project limits. The Contractor shall diligently control dust resulting from his operations and from public traffic passing through the work area by the application of water and/or dust palliative.

Exhibit B

The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays as ordered by the Engineer. The Contractor shall immediately alleviate any dust hazard as directed by the Engineer.

BMP

BMPs for contractor activities shall be continuously implemented. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or construction operation which may produce run-off, and whenever run-off from other sources may occur.

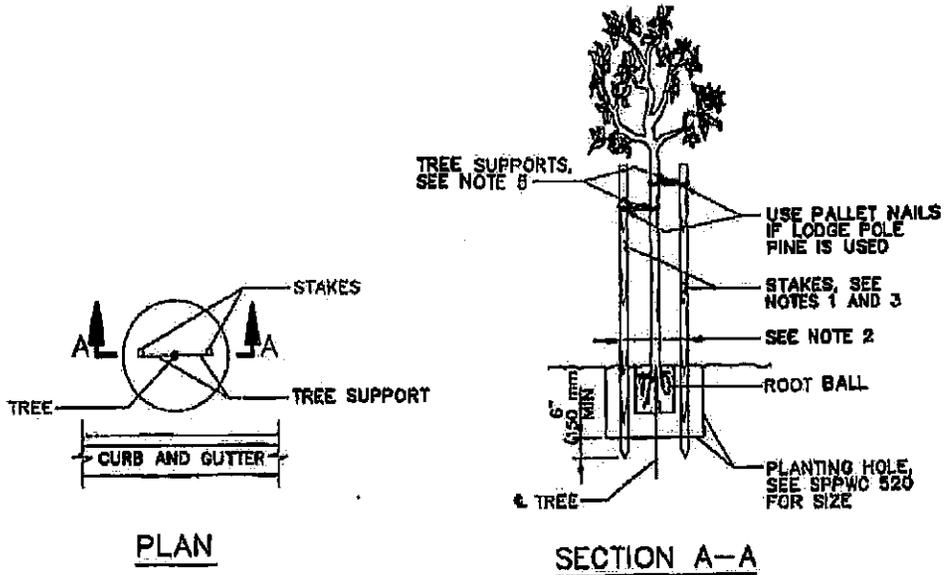
Clean up

During work, keep premises neat and orderly. Remove daily, trash and debris resulting from preparation and planting as work progresses. Keep walk and driveway areas clean by sweeping or hosing. Leave site in a broom-clean condition. Excess material or debris brought onto the site or unearthed during grassing operations shall be removed and disposed off site.

Maintenance

Maintain all trees for ninety (90) days or until final acceptance on a continuous basis. Maintenance not only would include watering the trees at least once a week sufficiently, but also pruning, cultivating, and weeding as required for healthy growth. Plants shall be in good, healthy, and disease-free condition. Maintenance shall conform to section 308-6 of the Standard Specifications of Public Works Construction.

Measurement and Payment. The contract lump sum price paid for "Planting Trees" shall be included in the bid item of work for earthwork and topsoil placement, planting, staking, root barrier, dust control, BMP, clean up and maintenance of the trees.



LENGTH OF STAKES	
TREE SIZE	LENGTH
15 GAL (55 L)	10' (3 m)*
24" (600 mm) BOX	12' (3.6 m)
30" (750 mm) BOX	12' (3.6 m)
36" (900 mm) - 48" (1200 mm) BOX	SEE NOTE 4

*USE 12' (3.6 m) WITH CASE 2. SEE SPPWC 520.

DOUBLE STAKING

NOTES:

1. STAKE SHALL BE EITHER 2" (50 mm) DIAMETER LODGE POLE PINE, TREATED WITH COPPER NAPHTHANATE OR PRESSURE TREATED WITH CHROMATED COPPER ARSENATE, OR GALVANIZED STEEL PIPE, PER SPPWC 308-4.6.1 (METHOD A).
2. PLACE STAKES 18" (450 mm) APART FOR 15GAL (55 L) TREE. PLACE STAKES AT OUTER EDGE OF ROOT BALL FOR LARGER SIZE (BOX) TREES.
3. HEIGHT OF STAKES SHALL NOT BE HIGHER THAN THE TOP OF THE TREE.
4. FOR 36" (900 mm) OR LARGER BOX TREES-STAKE OR GUY AT THE DIRECTION OF THE ENGINEER.
5. TREE SUPPORTS SHALL BE PER SPPWC 308-4.6.1.

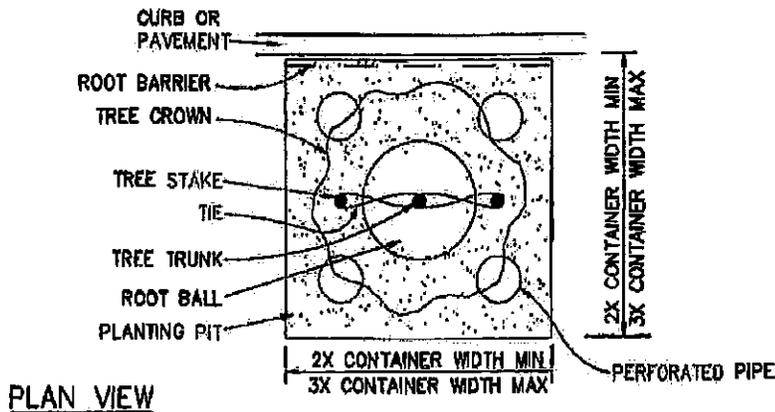
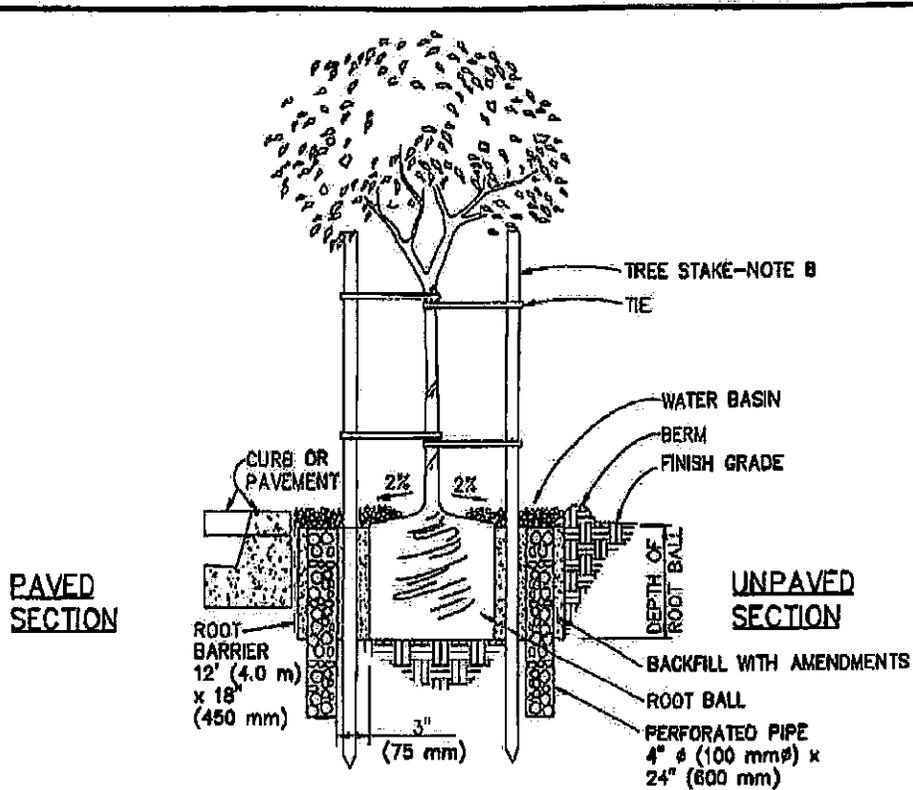
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

TREE STAKING

STANDARD PLAN

518-3

SHEET 2 OF 3



UNPAVED PARKWAY
15 GAL (60 LITER) OR 24" (600 mm) BOX

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROULGATED BY THE
PUBLIC WORKS STANDARDS INC.
DREXELBROOK COMMITTEE
1983
REV. 1973, 1988, 2000, 2009

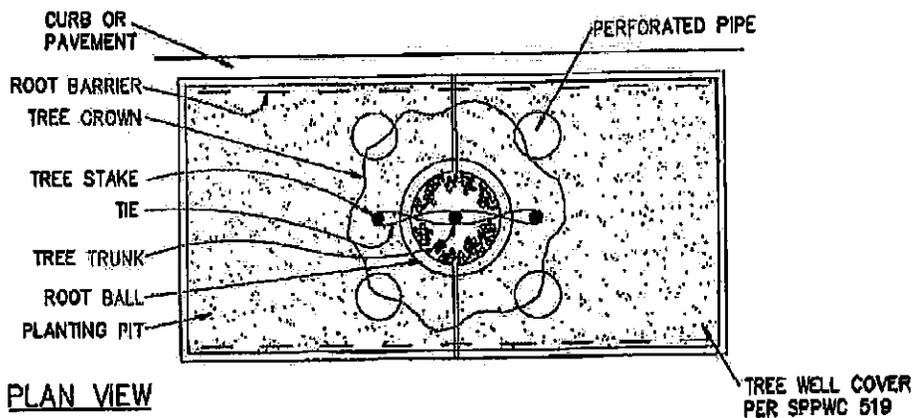
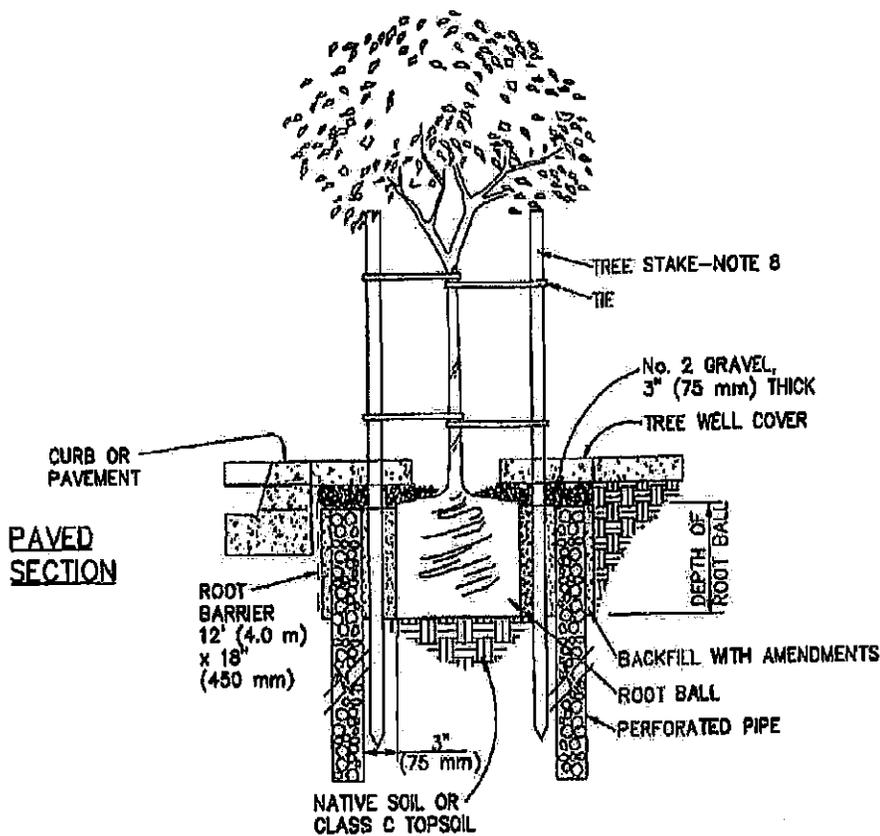
TREE PLANTING

STANDARD PLAN

520-4

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 4



SIDEWALK TREE WELL
15 GAL (60 LITER) OR 24" (600 mm) BOX

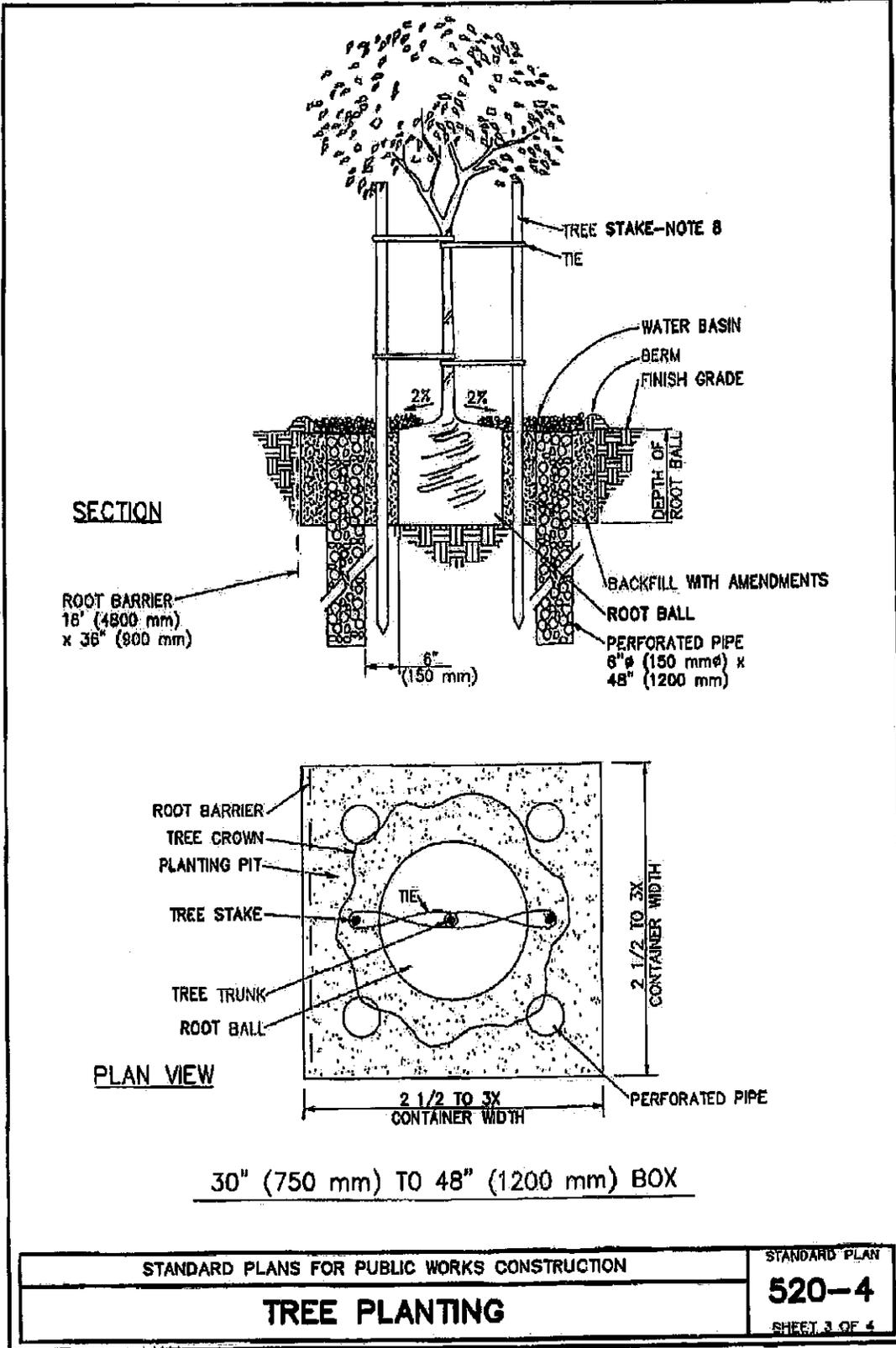
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

TREE PLANTING

STANDARD PLAN

520-4

SHEET 2 OF 4



NOTES:

1. SET TOP OF ROOT BALL 1" (25 mm) ABOVE FINISH GRADE.
2. FOR 24" (600 mm) BOX TREES OR SMALLER, INSTALL ROOT BARRIERS IF TRUNK IS WITHIN 5' (1.5 m) OF CURB OR WALK.
FOR 30" TO 48" (750 mm TO 1200 mm) BOX TREES, INSTALL ROOT BARRIERS IF TRUNK IS WITHIN 10' (3.0 m) OF CURB OR WALK.
3. AMEND BACKFILL MIX PER SPECIFICATIONS. LEAVE TRUNK AND ROOT FLARE VISIBLE.
4. SET PERFORATED PIPE FLUSH WITH TOP OF BACKFILL. FILL PIPE WITH No. 2 GRAVEL PER SSPWC TABLE 200-1.4.(B) AND COVER WITH FILTER FABRIC. WRAP FABRIC 8" (150 mm) DOWN SIDES OF PIPE.
5. FORM 3 1/2" (90 mm) HIGH BERM AROUND BACKFILL AS A WATER BASIN.
6. TOP WATER BASIN WITH 3 1/2" (90 mm) OF No. 2 GRAVEL OR TYPE 1 MULCH PER THE SPECIAL PROVISIONS. KEEP GRAVEL OR MULCH 3 1/2"(90 mm) CLEAR OF TRUNK. LEAVE TRUNK AND ROOT FLARE VISIBLE.
7. REMOVE ALL NURSERY STAKES.
8. INSTALL NEW TREE STAKES PER SPPWC 518.
9. FASTEN TREE TO STAKES PER 308-4.8, TWO TIES PER STAKE.
10. AFTER PLANTING, PRUNE THE TREE AS APPROVED BY THE ENGINEER.
11. ROOT BARRIER, WHERE SHOWN, SHALL BE 80 MIL (2.0 mm) THICK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

TREE PLANTING

520-4

SHEET 4 OF 4

Exhibit B

EXHIBIT B-2

TREE DETAILS/ LOCATION LISTINGS

[ON FOLLOWING PAGE]

**BELL CDBG TREE PLANTING PROJECT
TREE DETAILS / LOCATION LISTING**

BASE BID

Tree #	House #	Street	Size	Type	Note
1	4006	Acacia St	36"	Australian Willow	Between Corona and Gifford
2	4010	Acacia St	36"	Australian Willow	Between Corona and Gifford
3	4015	Acacia St	36"	Australian Willow	Between Corona and Gifford
4	4020	Acacia St	36"	Australian Willow	Between Corona and Gifford
5	4051	Acacia St	36"	Australian Willow	Between Corona and Gifford
6	4681	Acacia St	36"	Australian Willow	Between Prospect and Vinevale
7	4711	Acacia St	36"	Australian Willow	Between Prospect and Vinevale
8	6310	Bear Ave	36"	Australian Willow	Between Randolph Pl and Gage Ave
9	6316	Bear Ave	36"	Australian Willow	Between Randolph Pl and Gage Ave
10	7101	Bear Ave	36"	Australian Willow	Between Beck Ave and Florence Ave
11	4208	Bell Ave	36"	Australian Willow	Between Fishburn Ave and Otis Ave
12	3904	Bell Ave	36"	Australian Willow	Between San Luis Ave and Corona Ave
13	4031	Brompton Ave	36"	Australian Willow	Between Otis Ave and End of Brompton Ave
14	4106	Brompton Ave	36"	Australian Willow	Between Otis Ave and End of Brompton Ave
15	4125	Brompton Ave	36"	Australian Willow	Between Otis Ave and End of Brompton Ave
16	6518	California Ave	36"	Australian Willow	Between Gage and Florence
17	6520	California Ave	36"	Australian Willow	Between Gage and Florence
18	6201	Carmelita Ave	24"	Australian Willow	Between Randolph and Gage
19	6305	Carmelita Ave	24"	Australian Willow	Between Randolph and Gage
20	6311	Carmelita Ave	24"	Australian Willow	Between Randolph and Gage
21	6319	Carmelita Ave	24"	Australian Willow	Between Randolph and Gage
22	6423	Chanslor Ave	36"	Australian Willow	Between Gage Ave and Southall Ln
23	6505	Chanslor Ave	36"	Australian Willow	Between Gage Ave and Southall Ln
24	6611	Chanslor Ave	36"	Australian Willow	Between Gage Ave and Southall Ln
25	6727	Chanslor Ave	36"	Australian Willow	Between Gage Ave and Southall Ln
26	6813	Chanslor Ave	36"	Australian Willow	Between Gage Ave and Southall Ln
27	6917	Chanslor Ave	36"	Australian Willow	Between Southall Ln to Florence Ave
28	6933	Chanslor Ave	36"	Australian Willow	Between Southall Ln to Florence Ave
29	7011	Chanslor Ave	36"	Australian Willow	Between Southall Ln to Florence Ave
30	7031	Chanslor Ave	36"	Australian Willow	Between Southall Ln to Florence Ave
31	7115	Chanslor Ave	36"	Australian Willow	Between Southall Ln to Florence Ave
32	6221	Corona Ave	36"	Australian Willow	Between Randolph Pl and Gage Ave
33	6245	Corona Ave	36"	Australian Willow	Between Randolph Pl and Gage Ave
34	6301	Corona Ave	36"	Australian Willow	Between Randolph Pl and Gage Ave
35	6333	Corona Ave	36"	Australian Willow	Between Randolph Pl and Gage Ave
36	6335	Corona Ave	36"	Australian Willow	Between Randolph Pl and Gage Ave
37	4003	Acacia on Corona	36"	Australian Willow	Between Gage Ave and Bell Ave
38	6518	Corona Ave	36"	Australian Willow	Between Gage Ave and Bell Ave
39	6630	Corona Ave	36"	Australian Willow	Between Gage Ave and Bell Ave
40	6634	Corona Ave	36"	Australian Willow	Between Gage Ave and Bell Ave
41	6714	Corona Ave	36"	Australian Willow	Between Gage Ave and Bell Ave
42	6720	Corona Ave	36"	Australian Willow	Between Gage Ave and Bell Ave
43	6819	Corona Ave	36"	Australian Willow	Between Bell Ave and Florence Ave
44	6915	Corona Ave	36"	Australian Willow	Between Bell Ave and Florence Ave
45	7001	Corona Ave	36"	Australian Willow	Between Bell Ave and Florence Ave
46	7025	Corona Ave	36"	Australian Willow	Between Bell Ave and Florence Ave
47	7105	Corona Ave	36"	Australian Willow	Between Bell Ave and Florence Ave

48	6413	Crafton Ave	24"	Australian Willow	Between Gage Ave and Acacia St
49	6423	Crafton Ave	24"	Australian Willow	Between Gage Ave and Acacia St
50	6503	Crafton Ave	24"	Australian Willow	Between Gage Ave and Acacia St
51	6511	Crafton Ave	24"	Australian Willow	Between Gage Ave and Acacia St
52	6521	Crafton Ave	24"	Australian Willow	Between Gage Ave and Acacia St
53	6615	Crafton Ave	24"	Australian Willow	Between Acacia St and Southall Ln
54	6612	Crafton Ave	24"	Australian Willow	Between Acacia St and Southall Ln
55	6903	Crafton Ave	24"	Australian Willow	Between Acacia St and Southall Ln
56	6625	Crafton Ave	24"	Australian Willow	Between Acacia St and Southall Ln
57	6705	Crafton Ave	24"	Australian Willow	Between Acacia St and Southall Ln
58	6217	Fishburn Ave	36"	Australian Willow	Between Gage Ave and Randolph St
59	6235	Fishburn Ave	36"	Australian Willow	Between Gage Ave and Randolph St
60	6307	Fishburn Ave	36"	Australian Willow	Between Gage Ave and Randolph St
61	6331	Fishburn Ave	36"	Australian Willow	Between Gage Ave and Randolph St
62	6602	Fishburn Ave	36"	Australian Willow	Between Gage Ave and Bell Ave
63	6620	Fishburn Ave	36"	Australian Willow	Between Gage Ave and Bell Ave
64	6811	Fishburn Ave	36"	Australian Willow	Between Bell Ave and Florence Ave
65	6849	Fishburn Ave	36"	Australian Willow	Between Bell Ave and Florence Ave
66	6921	Fishburn Ave	36"	Australian Willow	Between Bell Ave and Florence Ave
67	7109	Fishburn Ave	36"	Australian Willow	Between Bell Ave and Florence Ave
68	6306	Flora Ave	36"	Camphor	Between Randolph St and Gage Ave
69	6330	Flora Ave	36"	Camphor	Between Randolph St and Gage Ave
70	6501	Flora Ave	36"	Camphor	Between Gage Ave and Bell Ave
71	6529	Flora Ave	36"	Camphor	Between Gage Ave and Bell Ave
72	6829	Flora Ave	36"	Camphor	Between Bell Ave and Florence Ave
73	6901	Flora Ave	36"	Camphor	Between Bell Ave and Florence Ave
74	6903	Flora Ave	36"	Camphor	Between Bell Ave and Florence Ave
75	6921	Flora Ave	36"	Camphor	Between Bell Ave and Florence Ave
76	7001	Flora Ave	36"	Camphor	Between Bell Ave and Florence Ave
77	7011	Flora Ave	36"	Camphor	Between Bell Ave and Florence Ave
78	7029	Flora Ave	36"	Camphor	Between Bell Ave and Florence Ave
79	7109	Flora Ave	36"	Camphor	Between Bell Ave and Florence Ave
80	6622	Gifford Ave	36"	Camphor	Between Gage Ave and Bell Ave
81	6526	Gifford Ave	36"	Camphor	Between Gage Ave and Bell Ave
82	6826	Gifford Ave	36"	Camphor	Between Bell Ave and Brompton Ave
83	6814	Gifford Ave	36"	Camphor	Between Bell Ave and Brompton Ave
84	6510	Heliotrope Ave	36"	Camphor	Between Gage Ave and Bell Ave
85	4841	Beck on Heliotrope	36"	Camphor	Heliotrope and Beck
86	4841	Brompton on Heliotrope	36"	Camphor	Heliotrope and Brompton
87	6225	King Ave	36"	Camphor	Between Randolph and Gage
88	6249	King Ave	36"	Camphor	Between Randolph and Gage
89	6315	King Ave	36"	Camphor	Between Randolph and Gage
90	6211	Loma Vista Ave	36"	Camphor	Between Randolph Pl and Gage Ave
91	6425	Loma Vista Ave	36"	Camphor	Between Gage Ave and Bell Ave
92	6517	Loma Vista Ave	36"	Camphor	Between Gage Ave and Bell Ave
93	6531	Loma Vista Ave	36"	Camphor	Between Gage Ave and Bell Ave
94	6705	Loma Vista Ave	36"	Camphor	Between Gage Ave and Bell Ave
95	6707	Loma Vista Ave	36"	Camphor	Between Gage Ave and Bell Ave
96	6201	Mayflower Ave	36"	Camphor	Between Randolph and Gage
97	6213	Mayflower Ave	36"	Camphor	Between Randolph and Gage
98	6240	Mayflower Ave	36"	Camphor	Between Randolph and Gage
99	6250	Mayflower Ave	36"	Camphor	Between Randolph and Gage

100	6303	Mayflower Ave	36"	Camphor	Between Randolph and Gage
101	6311	Mayflower Ave	36"	Camphor	Between Randolph and Gage
102	6321	Mayflower Ave	36"	Camphor	Between Randolph and Gage
103	6331	Mayflower Ave	36"	Camphor	Between Randolph and Gage
104	6521	Prospect Ave	36"	Australian Willow	Between Gage and Bell
105	6527	Prospect Ave	36"	Australian Willow	Between Gage and Bell
106	6615	Prospect Ave	36"	Australian Willow	Between Gage and Bell
107	3602	Randolph Pl	36"	Camphor	Between Orchard and Loma Vista
108	3606	Randolph Pl	36"	Camphor	Between Orchard and Loma Vista
109	3610	Randolph Pl	36"	Camphor	Between Orchard and Loma Vista
110	3722	Randolph Pl	36"	Camphor	Between Carmelita Ave and Orchard Ave
111	5212	Southall Ln	36"	Camphor	Between Walker Ave and Chanslor Ave
112	5230	Southall Ln	36"	Camphor	Between Walker Ave and Chanslor Ave
113	6237	Vinevale Ave	36"	Camphor	Between Randolph and Gage
114	6321	Vinevale Ave	36"	Camphor	Between Randolph and Gage
115	6337	Vinevale Ave	36"	Camphor	Between Randolph and Gage
116	6422	Vinevale Ave	36"	Camphor	Between Gage and Florence
117	6518	Vinevale Ave	36"	Camphor	Between Gage and Florence
118	6602	Vinevale Ave	36"	Camphor	Between Gage and Florence
119	6620	Vinevale Ave	36"	Camphor	Between Gage and Florence
120	6720	Vinevale Ave	36"	Camphor	Between Gage and Florence
121	6840	Vinevale Ave	36"	Camphor	Between Gage and Florence
122	6884	Vinevale Ave	36"	Camphor	Between Gage and Florence
123	7002	Vinevale Ave	36"	Camphor	Between Gage and Florence
124	3632	Weik Ave	36"	Camphor	Between California Ave and Bear Ave
125	3634	Weik Ave	36"	Camphor	Between California Ave and Bear Ave
126	3641	Weik Ave	36"	Camphor	Between California Ave and Bear Ave
127	3644	Weik Ave	36"	Camphor	Between California Ave and Bear Ave
128	3710	Weik Ave	36"	Camphor	Between California Ave and Bear Ave
129	4117	Weik Ave	36"	Camphor	Between Corona Ave and Otis Ave
130	6427	Wilcox Ave	36"	Camphor	Between Gage Ave and Acacia St
131	6874	Wilcox Ave	36"	Camphor	Between Gage Ave and Acacia St
132	6815	Wilcox Ave	36"	Camphor	Between Southall Ln and Bell Ave
133	6207	Woodward Ave	36"	Camphor	Between Randolph and Gage
134	6239	Woodward Ave	36"	Camphor	Between Randolph and Gage

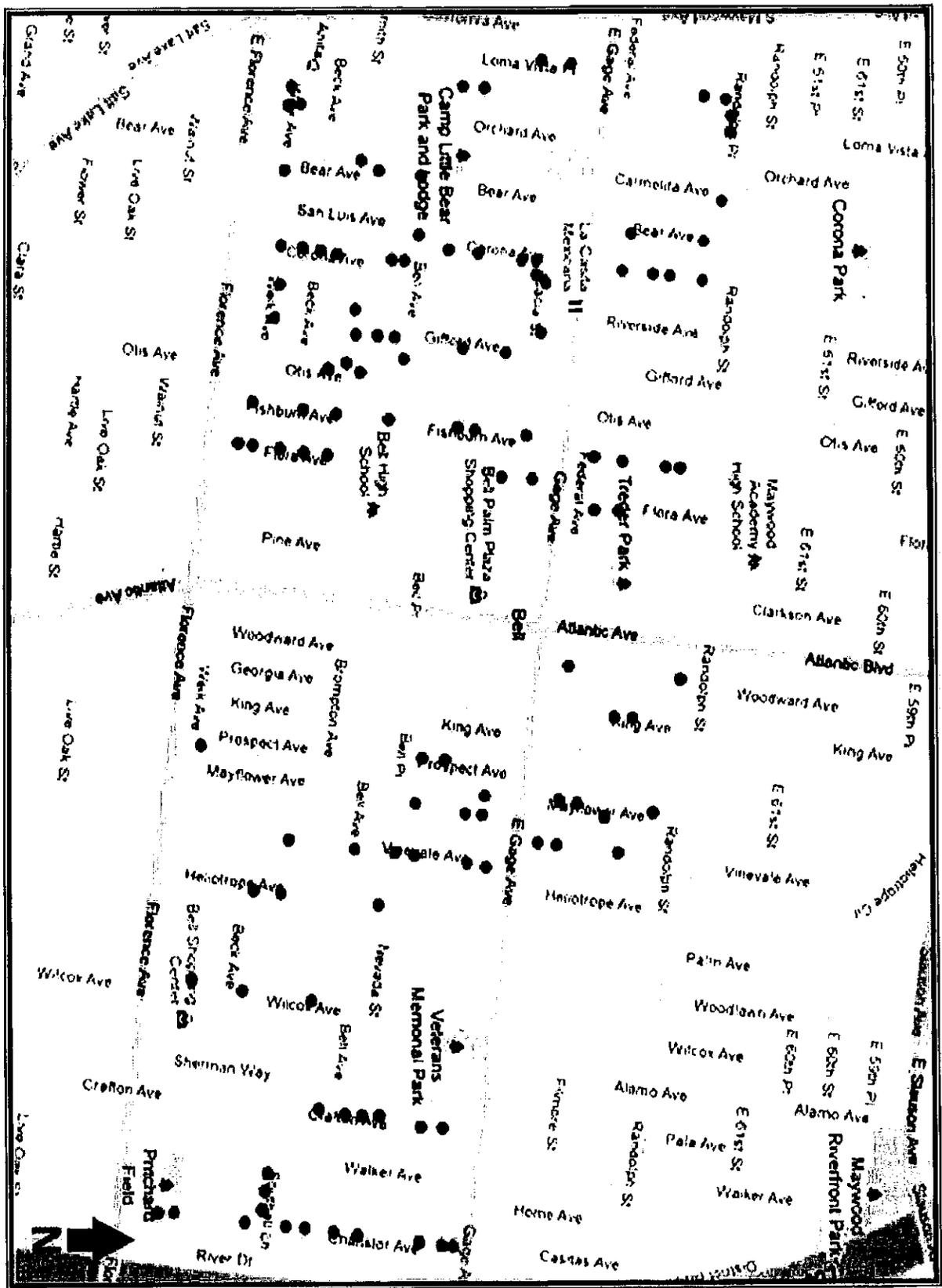


EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks at the following rates:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
1.	Traffic Control System	LS	1	\$2,795	\$2,795
2.	Public Notification	LS	1	\$541	\$541
3	Planting 24" Australian Willow	EA	14	\$556	\$7,686
4	Planting 36" Australian Willow	EA	56	\$1,117	\$62,552
5	Planting 36" Camphor	EA	64	\$1,117	\$71,488
TOTAL					\$145,160

LS= Lump Sum

EA= Each

- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- IV. The City will compensate Contractor, after completion of Services and acceptance by the City, upon submission of a valid invoice as set forth in Section 2.4.**
- VI. The total compensation for the Services shall not exceed \$145,160 as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all Services timely in accordance with the following schedule:**
 - A. Complete Planting Trees within forty five (45) days of City's issuance of the Notice to Proceed**
 - B. Complete Tree Staking within ninety (90) days of the City's issuance of the Notice to Proceed.**
- II. The Contractor shall not commence Services prior to the date on the Notice to Proceed, executed and delivered this Agreement, submitted security bonds and insurance acceptable to the City as required in this Agreement.**
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**