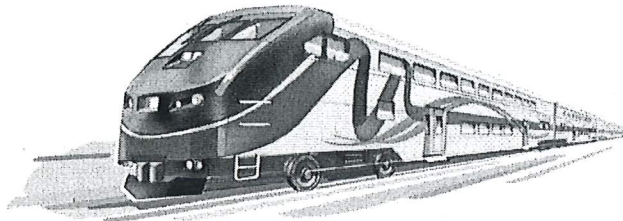


METROLINK

CONFORMED

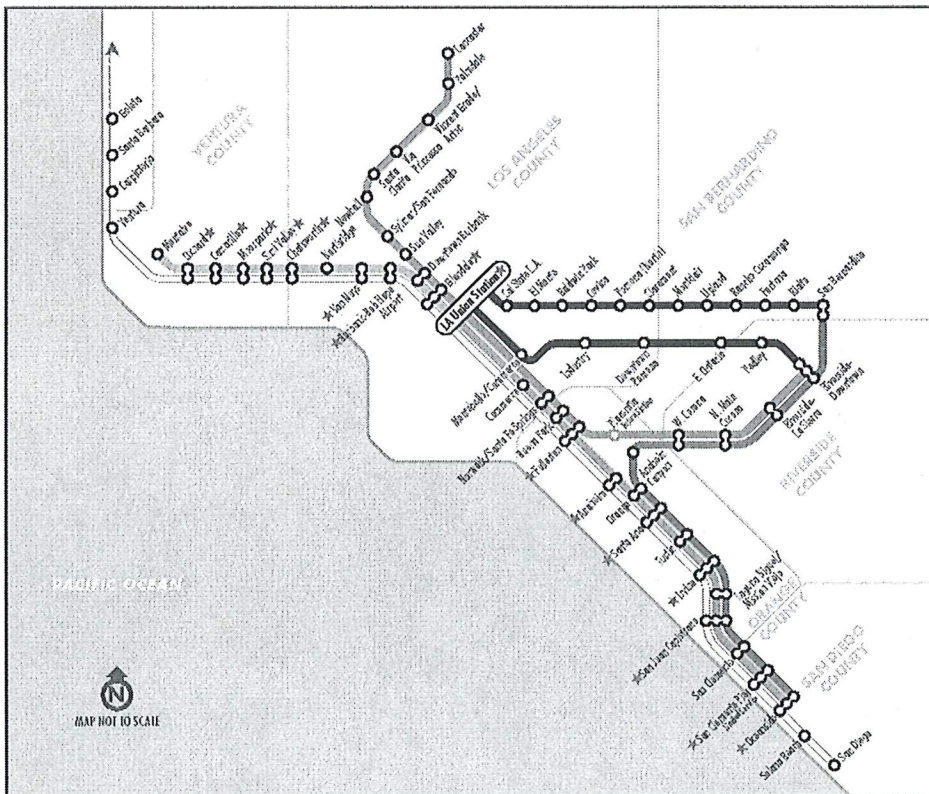
Southern California Regional Rail Authority



CONTRACT NO. MS270-16

**LANDSCAPE MAINTENANCE
SERVICES**

**FULLY EXECUTED
ORIGINAL**



MEMBER AGENCIES

Los Angeles County
Metropolitan Transportation Authority

Orange County
Transportation Authority

Riverside County
Transportation Commission

San Bernardino
Associated Governments

Ventura County
Transportation Commission

CONTRACT AGREEMENT

between

Mariposa Landscapes, Inc.
15529 Arrow Highway
Irwindale, CA 91706

CONTRACT NO. MS270-16

LANDSCAPE MAINTENANCE
SERVICES

Telephone: 626-960-0196
Fax: 626-960-3809

And

Contract Amount: \$330,000.00

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, CA 90012
(hereinafter "AUTHORITY")

SCRRA Project Manager:

Name: Greg Harrington
Title: Facilities & Fleet
Maintenance Manager
Telephone: (323) 224-3471
Mobile: (213) 494-6583
Email: HarringtonG@scrra.net

Contract Administrator:

Name: Sonny Ibrahim
Title: Sr. Contract Administrator
Telephone: (213) 452-0436
Fax: (213) 452-0425
Email: IbrahimS@scrra.net

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

CONTRACT NO. MS270-16

LANDSCAPE MAINTENANCE SERVICES

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
1.	SCOPE OF WORK.....	1
2.	PERIOD OF PERFORMANCE.....	1
3.	PAYMENT	1
4.	AUDIT AND INSPECTION OF RECORDS.....	4
5.	NOTIFICATION	4
6.	AUTHORITY AND CONTRACTOR'S REPRESENTATIVES	4
7.	TERMINATION FOR CONVENIENCE	5
8.	TERMINATION FOR BREACH OF AGREEMENT	6
9.	ASSIGNMENT.....	6
10.	SUBCONSULTING.....	7
11.	INDEPENDENT CONTRACTOR.....	7
12.	INSURANCE	7
13.	INDEMNITY.....	8
14.	REVISIONS IN SCOPE OF WORK.....	8
15.	RIGHTS IN TECHNICAL DATA	8
16.	OWNERSHIP OF REPORTS AND DOCUMENTS.....	9
17.	OWNERSHIP RIGHTS.....	9
18.	WORK FOR HIRE	10

Table of Contents (continued)

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
19.	SUBMITTAL OF CLAIMS BY CONTRACTOR.....	10
20.	EQUAL OPPORTUNITY.....	10
21.	CLASSIFICATION OF CONTRACTOR'S LICENSE.....	10
22.	LABOR COMPLIANCE AND PAYMENT OF PREVAILING WAGES	10
23.	PUBLIC WORKS CONTRACT REGISTRATION LAW.....	11
24.	STANDARD OF PERFORMANCE	11
25.	NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES	12
26.	DISQUALIFYING POLITICAL CONTRIBUTIONS	12
27.	COMPLIANCE WITH LAW.....	12
28.	COMPLIANCE WITH LOBBYING POLICIES.....	13
29.	PUBLIC RECORDS ACT.....	13
30.	WAIVER/INVALIDITY	13
31.	FORCE MAJEURE.....	14
32.	CONFIDENTIALITY	14
33.	CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC	14
34.	GOVERNING LAW.....	14
35.	MODIFICATIONS TO AGREEMENT	15
36.	PRECEDENCE	15
37.	ENTIRE AGREEMENT.....	15

This Agreement is made and entered into as of this 24th day of June, 2016, by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as "AUTHORITY") and Mariposa Landscapes, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, AUTHORITY is a joint powers AUTHORITY organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A - Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such Services and (1) has reviewed all the available data furnished by AUTHORITY pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in ATTACHMENT A - SCOPE OF WORK attached hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby AUTHORITY may, at its sole discretion, augment or supplant the work with its own forces or forces of another Contractor or entity. CONTRACTOR will cooperate fully with AUTHORITY's staff or other CONTRACTOR or entity that may be providing similar or the same Work for AUTHORITY.

2. PERIOD OF PERFORMANCE

The period of performance shall be August 1, 2016 to July 31, 2019, with single two year option to be exercised at the Authority's discretion and mended by mutual agreement of both parties through a written amendment to this Agreement, or unless earlier terminated per Section 7.

3. PAYMENT

- A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, the AUTHORITY shall pay CONTRACTOR on a time and material basis at the fully burdened fixed rates shown in Attachment B, Labor Rates, plus

reimbursement of any direct costs agreed to in accordance with the provisions of this Article, and subject to the maximum cumulative payment obligation.

AUTHORITY's maximum cumulative payment obligation under this Agreement shall not exceed Three Hundred Thirty Thousand Dollars (\$330,000), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including but not limited to leases, materials, taxes, insurance, and profit.

B. Invoicing

CONTRACTOR shall invoice AUTHORITY on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by AUTHORITY to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

Via e-mail to accountspayable@scrra.net

Or to:

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, CA 90012
Attn: Accounts Payable

Each invoice shall include the following information:

- Contract number
- Detail description of the Work rendered
- Time period covered by the invoice
- Amount of payment requested
- Information as requested by AUTHORITY

C. Payment

AUTHORITY shall remit payment within thirty (30) calendar days of approval of an undisputed invoice.

At its sole discretion, AUTHORITY may decline to make full payment for any Work until such time as CONTRACTOR has documented, to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all required Work.

In the event the AUTHORITY should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of AUTHORITY's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of AUTHORITY, CONTRACTOR shall immediately reimburse AUTHORITY the entire overpayment.

D. Payment Reduction for Non-Performance

To ensure that CONTRACTOR performs all of the required work per Attachment A – Scope of Work, AUTHORITY will assess payment reductions for non-performance (TABLE A: PAYMENT REDUCTIONS FOR NON-PERFORMANCE) for all work performance deficiencies.

1. AUTHORITY will notify CONTRACTOR both verbally and in writing each time service requirements are unsatisfactory, and corrective action is necessary. Should CONTRACTOR fail to correct any deficiencies within seven (7) business days, AUTHORITY may exercise the following measures:
 - a) Deduct from Contractor's payment the amount necessary to correct the deficiency.
 - b) Completely withhold payment.
 - c) Utilize Authority forces, or an alternate source, to correct the deficiency and deduct from Contractor's payment the total cost, including Authority overhead not to exceed 15%.
2. AUTHORITY has the sole right to waive any payment reductions for non-performance (Table A) without regards to any and all precedents wherein Authority may have waived past violations.
3. After second recurring violation, CONTRACTOR shall meet with SCRRA Project Manager to discuss deficiency issues and subsequent correction notice will be issued; and additional payment reductions for non-performance (Table A) may apply.
4. After third recurring violation, CONTRACTOR shall meet with SCRRA Project Manager to discuss deficiency issues and subsequent correction notice will be issued; and additional payment reductions for non-performance (Table A), suspension or termination of contract for failure to meet contract obligations shall apply.

TABLE A: PAYMENT REDUCTIONS FOR NON-PERFORMANCE

VIOLATION		AMOUNT
1	Emergency response (failure to respond within 4-hour).	\$200.00 per occurrence
2	Required Work: No Show – Schedule of Work to be provided by Contractor for each facility upon award.	\$200.00 per occurrence/per location

4	Failure to complete routine maintenance services or provide subpar work in accordance with Scope of Work, Article III, A through H.	\$150.00 per occurrence/per location
5	Failure to submit Facilities Monthly Inspection Report.	\$200.00 per occurrence
6	Delivery of substandard/non-approved Products, see C – Materials in Scope of Work.	\$100.00 per occurrence

4. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that AUTHORITY or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless AUTHORITY's written permission is given to dispose of material prior to this time.

5. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To the AUTHORITY:

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor,
Los Angeles, CA 90012
Attn: Sonny Ibrahim
Contract Administrator

To the CONTRACTOR:

Mariposa landscape, Inc.
15529 Arrow Highway,
Irwindale, CA 91706
Attn: Terry Noriega
President

6. AUTHORITY AND CONTRACTOR'S REPRESENTATIVES

A. Authority's Project Manager

Contracting Officer: The Authority's Chief Executive Officer or his authorized designee who has authority to execute contracts on behalf of the Authority.

Project Manager: Greg Harrington.

- a. The Authority has the final approval in all matters relating to or affecting the Work. Except as expressly specified in the Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been

lawfully delegated by the Authority. Nothing in the Agreement should be construed to bind the Authority for acts of its officers, employees and/or agents that exceed the delegation of authority specified herein.

- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with the Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 - 1. Have general oversight of the Work and the Agreement, including the power to enforce compliance with the Agreement.
 - 2. Reserve the right to remove any portion of the Work from the Contractor which have not been performed to Authority's satisfaction.
 - 3. Subject to the review and acceptance by the Authority, negotiate with the Contractor all adjustments pertaining to contract for revisions.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of the Agreement.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel, shown with their roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
<u>Juan De La Torre</u>	<u>Project Manager</u>

AUTHORITY awarded this Agreement to CONTRACTOR based on AUTHORITY's confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until AUTHORITY approves a replacement in writing.

7. TERMINATION FOR CONVENIENCE

AUTHORITY may terminate this Agreement for AUTHORITY's convenience at any time by giving CONTRACTOR ten (10) days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. AUTHORITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect such termination. Thereafter, CONTRACTOR shall have no further claims against AUTHORITY under this Agreement. All finished or unfinished

documents and materials procured for or produced under this Agreement shall become AUTHORITY property upon date of such termination.

8. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, AUTHORITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the AUTHORITY within the time permitted by AUTHORITY, then AUTHORITY may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then AUTHORITY may immediately terminate this Agreement.
- C. If CONTRACTOR violates Article 25.0, Compliance with Lobbying Policies, then AUTHORITY may immediately terminate this Agreement.
- D. In the event AUTHORITY terminates this Agreement as provided in this Article, AUTHORITY may procure, upon such terms and in such manner as AUTHORITY may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to AUTHORITY for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become AUTHORITY property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this Article, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Article, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8, Termination for Convenience.
- G. The rights and remedies of AUTHORITY provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

10. SUBCONSULTING

AUTHORITY hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action against AUTHORITY, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

Subcontractors Names and Addresses	Work to Be Performed
None	N/A

11. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent Contractor. CONTRACTOR's personnel performing Work under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

12. INSURANCE

Throughout the duration of this Agreement, Contractor shall maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance provisions. Contractor shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Agreement.

- A. Commercial General Liability to include Products/Completed Operations, Independent Contractor, Contractual Liability, and Personal Injury Liability; with at least the following limits of liability:
 - a. Primary Bodily Injury Liability Limits of \$1,000,000 per occurrence, \$1,000,000 annual aggregate.
- B. Workers' Compensation Insurance with the limits established and required by the State of California, or other state in which Work will be performed.
- C. Professional Liability (E&O) with limits of \$1,000,000 per occurrence.

- D. Contractor shall include the following as insured under its Certificate of Insurance:

Insured:

Southern California Regional Rail Authority (SCRRA)

Additionally Insured:

Burlington Northern Santa Fe Corporation (BNSF)
Los Angeles County Metropolitan Transportation Authority (MTA)
National Railroad Passenger Corporation (Amtrak)
Orange County Transportation Authority (OCTA)
Riverside County Transportation Commission (RCTC)
San Bernardino Associated Government (SANBAG)
Union Pacific Railroad Company (UPRR)
Ventura County Transportation Commission (VCTC)
Others at the request of Authority.

13. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers. This indemnity shall survive termination of this Agreement and/or final payment thereunder.

14. REVISIONS IN SCOPE OF WORK

By written notice or order, AUTHORITY may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

15. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by the CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to newspapers, magazines, electronic media, shall first be authorized in writing by the AUTHORITY.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of the AUTHORITY

without restriction or limitation on their use and shall be made available upon request to the AUTHORITY at any time. Original copies of such shall be delivered to the AUTHORITY upon completion of the work or termination of the work. The CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of the AUTHORITY.

16. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by AUTHORITY.

17. OWNERSHIP RIGHTS

- A. In the event the Authority rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of the Authority by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of the Authority (collectively, "Authority Intellectual Property"), and the Authority may use, disclose and exercise dominion and full rights of ownership, in any manner in the Authority Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by the Authority. No use of the Authority Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by the Authority, and the Authority shall not sell, lease, rent, give away or otherwise disclose any Authority Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any Authority Intellectual Property, Contractor shall require all of its Subcontractors and Suppliers (including without limitation its Third Party Software Contractors) to assign to Authority, all worldwide right, title and interest in and to all Authority Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as Authority may from time to time reasonably request to effectuate the terms of this paragraph.
- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of even date herewith.

18. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. The CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with the AUTHORITY. The CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law that may be created or produced under this Agreement by its suppliers, Contractors or Subcontractors.

19. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with AUTHORITY's Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable AUTHORITY to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by AUTHORITY, CONTRACTOR shall continue to perform in accordance with this Agreement.

20. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical handicap, mental condition, political affiliation, sexual orientation or marital status. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

21. CLASSIFICATION OF CONTRACTOR'S LICENSE

The Contractor must possess and maintain the following license throughout the duration of the Work:

CALIFORNIA CLASS C-27, LANDSCAPING CONTRACTOR LICENSE REQUIRED

All Subcontractors must possess and maintain the appropriate licenses throughout the duration of the Work.

22. LABOR COMPLIANCE AND PAYMENT OF PREVAILING WAGES

- A. Contractor shall comply with all provisions of the Labor Code of the State of California, including without limitation, employment and training programs established by the State of California Department of Industrial Relations – Division of Apprenticeship Standards, pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1773 and 1773.1. However, if any Work is Federally assisted,

then Federal labor standards including the Davis-Bacon requirements, must also be complied with and will also be enforced.

- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract which may be awarded by the awarding entity. For the purpose of the Contract, the wages required to be paid for all classifications will be the Prevailing Wage Rate for the County in which the Work is located. If Federally assisted, then the U.S. Department of Labor will ascertain the prevailing hourly rate. However, if Federal and State wage rates are applicable, then the higher of the two shall prevail.
- C. Particulars of the current prevailing wage scale, which are applicable to the Work contemplated under these specifications, are filed with the awarding entity and the Department and must be posted at the Worksite.
- D. Contractor and all Subcontractors shall submit labor compliance reports during the course of the Contract in accordance with California and Federal statutes and regulations. Authority reserves the right to modify reporting forms/requirements as it deems appropriate.
- E. Contractor shall maintain and furnish to the Authority, on a monthly basis with the application for progress payment, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury, as required by California Labor Code. Contractor shall be responsible for the submission of copies of payrolls of any Subcontractors.

23. PUBLIC WORKS CONTRACT REGISTRATION LAW

This Contract is subject to the provision of California Law regarding Public Works, including, but not limited to California Labor Code. Among other things, the Legislature has established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects.

Contractors seeking to perform work on Authority's state/local and federally funded public works contracts are now subject to registration requirements in order to bid or perform work on state and local public works projects (as defined under the Labor Code).

Contractors must meet a set of minimum qualifications to be registered as eligible to bid and work on state and local public works projects. Those qualifications are currently:

24. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement.

CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that AUTHORITY will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. AUTHORITY shall have the right, at its sole discretion, to require the removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to AUTHORITY, if AUTHORITY considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work under this Agreement without AUTHORITY's prior written authority.

25. NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with AUTHORITY's Ethics Policy, CONTRACTOR shall provide written notice to AUTHORITY disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of the AUTHORITY, or (2) served as a Board Member/Alternate or an employee of the AUTHORITY within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of the Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor.

27. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of AUTHORITY, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, California and local laws and ordinances.

28. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by AUTHORITY in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with AUTHORITY's Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with AUTHORITY's Ethics Policy, such failure shall be considered a material breach of this Agreement and AUTHORITY shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of AUTHORITY's business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of AUTHORITY and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. AUTHORITY's use and disclosure of its records are governed by this Act.
- B. AUTHORITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. AUTHORITY will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. AUTHORITY will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will AUTHORITY be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistakes or negligence on the part of AUTHORITY or its officers, employees and/or CONTRACTORS.
- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, AUTHORITY's sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold AUTHORITY harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and AUTHORITY's covenants herein shall be subject to such delays as may occur without CONTRACTOR's or AUTHORITY's fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or AUTHORITY's control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of AUTHORITY and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of AUTHORITY. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of AUTHORITY.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. AUTHORITY shall review and approve in writing all AUTHORITY related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow AUTHORITY related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that AUTHORITY endorses CONTRACTOR's firm, service, and/or product.
- B. CONTRACTOR shall refer all inquiries from the news media to AUTHORITY, and shall comply with the procedures of AUTHORITY's Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform AUTHORITY as soon as possible and inform AUTHORITY of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of

California, and the proper venue of any action brought hereunder is and shall be Los Angeles County, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by the AUTHORITY's Board of Directors, and in all instances require prior signature of an authorized representative of the AUTHORITY.

36. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A – Scope of Work, (3) provisions of RFP No. MS270-16 and (4) CONTRACTOR's proposal dated April 21, 2016.

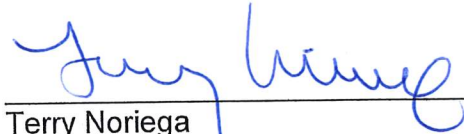
37. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between AUTHORITY and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

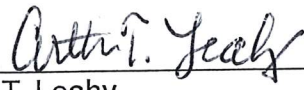
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

Mariposa Landscapes, Inc.

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY



Terry Noriega
President



Arthur T. Leahy
Chief Executive Officer

7-26-2016

Date

Tax I.D. No. 95-4245898

APPROVED AS TO FORM:
DON O. DEL RIO
General Counsel


By: 

EXHIBIT 1
COST SCHEDULE

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

CONTRACT NO. MS270-16

LANDSCAPE MAINTENANCE SERVICES

ATTACHMENT A

SCOPE OF WORK

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

CONTRACT NO. MS270-16

LANDSCAPE MAINTENANCE SERVICES

TABLE OF CONTENTS

<u>SECTION NO.</u>	DESCRIPTION	<u>PAGE NO.</u>
I.	LANDSCAPE MAINTENANCE SERVICES	2
II.	LAYOVER FACILITIES CLEAN UP SERVICES	2
	A. SCHEDULING OF WORK.....	2
	B. WORK FORCE.....	3
	C. MATERIALS	4
	D. SAFETY, SECURITY, AND FIRE PREVENTION	5
III.	ROUTINE MAINTENANCE	6
	A. GROUND COVER CARE.....	6
	B. SHRUB CARE.....	7
	C. TREE CARE.....	8
	D. WEEDS, DISEASE AND PEST CONTROL	9
	E. IRRIGATION SYSTEM MAINTENANCE.....	10
	F. GENERAL MAINTENANCE AND CLEAN-UP.....	12
	G. OTHER REQUIREMENTS	13
	H. HARDSCAPE AREAS	14
IV.	EXTRAORDINARY LANDSCAPE MAINTENANCE	14
EXHIBIT A – WORK LOCATIONS		
EXHIBIT B – CITY OF LOS ANGELES EQUIPMENT REQUIREMENTS		
EXHIBIT C – TREE PRUNING SPECIFICATIONS		

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

CONTRACT NO. MS270-16

LANDSCAPE MAINTENANCE SERVICES

ATTACHMENT A

SCOPE OF WORK

I. LANDSCAPE MAINTENANCE SERVICES

The Contractor shall provide all labor, materials, parts, tools equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and other items needed to perform Landscape, Irrigation & Hardscape Maintenance tasks as required under this Contract.

The Contractor shall provide complete landscape maintenance at all work sites, including, but not limited to pruning, shaping and training of trees, shrubs, and ground cover plants; removing and controlling weeds; controlling plant diseases and pests; edging ground cover; irrigating plant material; maintaining and repairing irrigation systems; removing trash and debris; and other maintenance required to maintain the work sites in a safe, attractive and useable condition. The Contractor shall maintain all plant material in good condition with horticulturally accepted standards for growth, color, and appearance.

II. LAYOVER FACILITIES CLEAN UP SERVICES

The Contractor shall provide at his own risk and cost all labor, materials, parts, tools equipment, transportation, hauling, dumping, and other items needed to perform site clean-up services as directed herein.

The Contractor shall provide complete clean up services at all work sites as listed in Exhibit A, (layover yard with tracks, inspection pits, asphalt/concrete paving, culverts, fencing, rock walkways, and landscaped areas). The work will include, but will not be limited to removal of trash and debris, removal and controlling of weeds and brush, tree limbs and any other trash and vegetation that may accumulate on the property due to weather or human negligence.

A. SCHEDULING OF WORK

1. The Contractor shall accomplish all routine maintenance work required under this Contract between the hours of 6:00 a.m. and 6:00 p.m. Monday through Saturday. Authority's Project Manager may grant, on an individual basis, permission to perform maintenance and repair work at other hours.

No maintenance functions that generate excess noise, which would cause annoyance to residents of any area, shall be commenced before 8:00 a.m. The Contractor shall establish a schedule of routine work to be followed in the performance of this contract. The Contractor's work schedule shall designate work areas, number of workers assigned to each work area and the amount of man hours that will be dedicated to each work area.

When preparing this schedule of routine work the contractor shall develop it around the ongoing daily operations of each Authority Facility, its Operating Contractor and its employees. A copy of this schedule shall be submitted for approval to the Authority's Project Manager prior to the performance of any work required under this Contract. Any changes in scheduling will require prior approval and shall be reported in writing to the Authority Project Manager immediately.

2. The Contractor shall conduct the work at all times in a manner which will not interfere with train, vehicle, pedestrian traffic or the daily operation of Authority's Operating Contractor. The Authority will provide the necessary City of Los Angeles Lane Closure Permit in order for the Contractor to access the landscape area of San Fernando Road, Los Angeles. The Contractor shall be responsible for supplying all equipment necessary in order to perform a rolling lane closure, as listed in Exhibit B.
3. The Contractor shall respond to emergency repairs within 4 hours of being reported. The Contractor shall perform repairs as quickly as possible to return landscape and irrigation to its original condition.
4. The Contractor shall conduct a monthly inspection of all landscaped areas. A monthly inspection report shall be submitted to the Project Manager by the 5th day of the following month. The inspection report shall detail work produced during the reporting period, the overall condition of each facility's landscaping, condition of landscaping in each work area, identify problem areas, indicate the cause of the problem and corrective action to be taken.

B. WORK FORCE

1. The Contractor is expected to improve upon the appearance of the landscaped areas and the cleanliness of the layover sites.
2. The Contractor shall be responsible for the skills, methods, appearance and action of Contractor's employees as well as the employees of any Subcontractor that might represent the Contractor during the course of this work. The Contractor's employees as well as any Sub Contractor employees shall be U.S. Citizens or legal residents. All employees and subcontractors utilized to provide these services must wear some form of identification at all times while working at the Agency's facilities.

3. The Contractor shall perform the work provided for in this Contract under the direction of Authority's Project Manager. Authority's Project Manager may make inspections at any time and may request that the Contractor perform additional work or services to bring the Contractor's performance to the level required by this agreement.
4. The Contractor shall provide adequate manpower to maintain all landscape work areas on a weekly basis and clean-up work areas on a monthly basis. Landscape maintenance of the San Fernando Road landscape area shall be performed at a minimum of every 60 days.

C. MATERIALS

1. The Contractor shall submit a list to Authority's Project Manager of all materials that the Contractor proposes to use in the execution of this work prior to start of the Services. The list shall include the chemical analysis, recommended usage and any other pertinent data by the manufacture of the material. This material must be approved by Authority's Manager of Safety. The list shall be submitted before use of any product.
2. The following shall apply to the material indicated:
 - a. Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep trees, shrubs and other plants in a healthy and vigorous growing condition.
 - b. Insecticides, fungicides, herbicides, and rodenticide shall be of the best quality obtainable, properly labeled with guaranteed analysis, listed on the Authority's list of products approved for use at Authority facilities and brought to the job site in the manufacture's original container.
 - c. Tree stakes, tree ties and guy wires shall be of materials matching those in the existing work site or as approved by Authority's Project Manager.
 - d. Replacement trees, shrubs, ground cover, and other plants shall be of a size, condition and variety approved by Authority's Project Manager.
 - e. Replacement plant materials shall be inspected by Authority's Project Manager prior to planting.

D. SAFETY, SECURITY, AND FIRE PREVENTION

Contractor shall at all times conduct all operations under the Contract in a manner to avoid risks of bodily harm to persons, damage to any property and fire. Contractor shall be solely responsible to take all precautions necessary and continuously inspect all work, materials, and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks.

1. Training

Due to some of the areas where services will need to be performed under this Contract, Roadway Worker Protection (RWP) will be required during the course of the Contract.

Contractor shall be responsible for making sure all personnel working under the Contract receives Roadway Worker Training. The training is currently done by Viola Transportation Maintenance and Infrastructure (VTMI). The contact person is Jim Clouse. Phone: 909.394.2307, Fax: 909.496.1774, email address: jim.clouse@veoliatransportation.com. The class is four (4) hours and given once a week in Pomona. The class will be provided at no expense to the Contractor.

2. Employee-in-Charge (EIC)

The Contractor must request and arrange for on track safety protection satisfactory to SCRRA in the following circumstances:

- When Contractor's personnel or equipment encroach onto the Right-of-Way unless specifically exempted by SCRRA due to physical separation between tracks and Contractor's operation;
- When any part of any equipment is standing or being operated within or adjacent to the Right-of-Way or when any erection or construction activities are in progress within such limits;
- For any excavation within the railroad Right-of-Way;
- For any clearing, grubbing, grading or blasting in proximity to the Right-of-Way which, in the opinion of SCRRA or Member Agency's representative, may endanger the Right-of-Way or operations;
- For any street construction and maintenance activities, located within the Right-of-Way or in the vicinity of an at-grade crossing, requiring temporary work area traffic control;
- For any work activity on or adjacent to the Right-of-Way as required by the Maintenance of Way (MOW) office.

The Authority will supply furnish one(1) Employee-in-Charge(EIC) to provide against the movement of any passenger /commuter, freight, work and all other type of trains and on-track equipment. The need for the EIC will be coordinated by Authority's Project Manager.

3. Permits

Contractor will provide all permits necessary to accomplish all work.

III. ROUTINE MAINTENANCE

Routine maintenance shall include but not be limited to the following services performed on all landscape maintenance work sites listed in Exhibit A.

A. GROUND COVER CARE

1. Edging and detailing

- a. Ground cover beds shall be maintained within their intended bounds, and edged or detailed every two (2) weeks.
- b. Ground covers shall not be permitted to encroach into shrubs, adjacent desirable bare areas, wall fixtures, furniture, etc. All sites shall be cleaned following each edging/detailing.

2. Fertilization

- a. All ground cover beds shall be fertilized using a complete or approved fertilizer (such as, 16-6-8 Turf Supreme or equal) four (4) times per year. The rate of application shall be two (2) pounds of actual nitrogen per 1,000 square feet of area. Proof of application in the form of empty fertilizer bags may be requested at any time by the Authority Project Manager.

3. Renovation

- a. Ground cover beds shall be thinned and pruned for the health of the planting and the appearance of the site, and at such other times when directed by the Authority Project Manager.

4. Cultivation or Mulch

- a. All bare soil or open areas shall be either cultivated every two (2) weeks or covered by a minimum of two (2) inches of mulch. Mulch material shall be approved by the Authority Project Manager.

5. Replanting

- a. The Contractor shall be responsible for the complete removal and replacement of ground cover lost due to Contractor's faulty

maintenance or negligence, as determined by the Authority Project Manager.

6. Watering

- a. All ground cover shall be properly irrigated to maintain a healthy condition.

B. SHRUB CARE

1. Pruning

- a. All shrubs growing in the work areas shall be pruned, as required, to maintain plants in a healthy growing condition and to maintain plant growth within reasonable bounds to prevent encroachment of passage ways, walks, streets, view of signs or in any manner deemed objectionable by Authority. Dead or damaged limbs or branches shall be made clean with sharp pruning tools with no projections or stubs remaining. Pruning shall be done in a manner to permit plants to grow naturally in accordance with their normal growth characteristics except box hedging may be required on some shrubs, as designated by Authority's Project Manager. Shear hedging or severe pruning of plants, unless authorized by Authority's Project Manager, shall not be permitted. Should the Contractor shear hedge or severely prune plants and disfigure or damage the plants, the Contractor shall be responsible to replace those plants with kind and size as determined by Authority's Project Manager.

2. Fertilization

- a. All shrubs shall be fertilized using a complete or approved fertilizer (such as, 16-6-8 Turf Supreme or equal) four (4) times per year. The rate of application shall be two (2) pounds of actual nitrogen per 1,000 square feet of area. Proof of application in the form of empty fertilizer bags may be requested at any time by Authority's Project Manager.

3. Watering

- a. All shrubs shall be properly irrigated to maintain a healthy condition.

4. Replanting

- a. The Contractor shall be responsible for the complete removal and replacement of shrubs lost due to Contractor's faulty maintenance or negligence, as determined by Authority's Project Manager.

C. TREE CARE

Note: All trees up to twenty-five (25) feet in height are included in routine maintenance.

1. Pruning

- a. All trees within the scope of work shall be maintained to keep the natural integrity and shapes of the trees. This work shall be accomplished in a manner that will ensure that each individual tree is Class I pruned (as outlined in Exhibit C). All work shall be of the highest quality as outlined in Exhibit C. In addition, the Contractor shall remove or prevent encroachment where it blocks vision or is considered undesirable by Authority's Project Manager. Low branches overhanging sidewalks shall be removed to a height of nine (9) feet above grade.

Young trees needing pruning, training, and shaping to develop caliper and a strong structural framework shall allow low branching laterals and or appropriate sucker growth to remain on a continuing basis as needed according to Authority's Project Manager.

2. Staking, Tying and Guying

- a. All trees requiring staking shall be securely staked at all times with approved stakes and rubber cinch ties. Rubber hoses and wire will not be permitted. All stakes shall be set perpendicular to prevailing winds unless designated otherwise by Authority's Project Manager. Tree stakes shall also be set a consistent distance away from the trunk of the tree (minimum of six (6) inches) to reduce abrasion and cell elongation. The tops of all tree stakes shall be removed approximately three (3) inches above the highest tie to reduce abrasion of main or lateral branches of the tree.

3. Fertilization

- a. All trees shall be fertilized using a complete or approved fertilizer a minimum of one (1) time per year.

4. Watering

- a. All trees shall be properly irrigated to maintain a healthy condition.

5. General Requirements

- a. The Contractor shall bring to the attention of Authority's Project Manager within twenty-four (24) hours any tree displaying root heaving or girdling (either by roots or a foreign material), leaning, broken or hanging limbs, or for any other reason posing a potential safety hazard.

6. Replanting

- a. The Contractor shall be responsible for the complete removal and replacement of any and all trees lost due to the Contractor's faulty maintenance or negligence, including but not limited to, girdling trees with string trimmers or tree ties, improper planting of new trees, improper pruning techniques which disfigure or destroy the trees natural integrity and shape, or failure to detect and prevent treatable diseases and insect infestations.
- b. Replacement shall be made by the Contractor in the kind and size of trees approved by Authority's Project Manager. Where there is a difference in value between the trees lost and the replacement of trees, this difference will be deducted from the contract payment. In all cases, the value of the trees lost will be approved by Authority's Project Manager using the latest American Shade Tree Conference guidelines for value determination.

D. WEEDS, DISEASE AND PEST CONTROL

1. Weed Control

- a. All landscape and hardscape areas within the specified scope of work (including, but not limited to, shrub and ground cover, planters, tree wells, ornamental bark or rock areas, asphalt or concrete areas) shall be kept free of weeds at all times. The complete removal of all weed growth shall be accomplished on a continuing basis. Weeds shall be controlled by hand and approved mechanical or chemical methods. Should weeds two (2) inches or greater not be removed with one (1) week at the request of Authority's Project Manager, Authority reserves the right to dispatch its own forces to remove the weeds.

The cost of labor realized by Authority shall then be deducted from the Contractor's monthly payment.

- b. Contractor shall submit to Authority' Project Manager, for his approval, all applicable Material Data Safety Sheet (MSDS) sheets, chemical handling licenses and procedures, spraying procedures, spill containment and cleanup plan for all chemicals used to control weeds on Authority property prior to scheduling the start of weed control spraying.
- c. Contractor must have the appropriate spill cleanup products and equipment at the spray site before chemicals are removed from their original containers. In the event of a spill, the Contractor shall make every effort to keep any spills from entering the facility storm drain system or adjacent waterways. If Contractor does not take the appropriate action at the time of a spill, Authority will respond with the appropriate clean up action. The Contractor will be responsible for all costs incurred to complete the clean-up.

2. Disease and Pest Control

- a. The Contractor shall regularly inspect all landscaped areas for the presence of disease, insect or rodent infestation. The Contractor shall advise the Authority Project Manager within four (4) days when insect or rodent infestation is found, and the action to be taken. Upon approval of Authority's Project Manager, the Contractor shall implement approved control measures, following all federal, state, county and municipal laws, regulations and ordinances required for the approved work.
- b. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of Authority's Project Manager. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public, Authority employees and employees of the Contractor and the employees of Authority's Operating Contractor.

E. IRRIGATION SYSTEM MAINTENANCE

1. General Responsibilities

- a. Irrigation shall be done by the use of automatic or mechanical sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.

- b. Newly planted trees, shrubs, and ground cover shall receive special attention until these plants are established. Adequate water shall be applied to promote normal healthy growth. Proper berms or basins shall be maintained during the establishment period.
- c. Any damages to public or private property resulting from excessive irrigation water or irrigation water runoff shall be charged against the Contract payment unless immediate repairs are made by the Contractor to the satisfaction of the Authority Project Manager.

2. Operation of Automatic Irrigation Controllers

Where the operation of automatic irrigation controllers is required as part of this contract, the Contractor shall:

- a. Not duplicate any coded key furnished by the Authority for access and operation of the controller.
- b. Surrender all keys furnished by the Authority at the end of the Contract period, or at any time deemed necessary by the Authority Project Manager to prevent serious loss to Authority.
- c. Protect the security of Authority property by keeping controller cabinets and building doors locked at all times.
- d. Refrain from using premises behind locked doors for storage of materials, supplies or tools, except as approved by Authority Project Manager.
- e. Program normal irrigation between the hours of 10:00 p.m. and 4:00 a.m.

3. Water Conservation

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

- a. When the Authority Project Manager acknowledges the necessity to turn on the water once again, all controllers shall be activated within twenty-four (24) hours. After twenty-four (24) hours, the Authority Project Manager at his discretion may elect to activate the controllers with Authority forces and deduct time plus overhead from the Contractor's monthly invoice.

4. Inspection and Reporting

a. The Contractor shall physically inspect (by manual or semi-automatically running the Controller) the operation of all systems one (1) time per month. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and make whatever adjustments necessary to prevent excessive overspray/runoff onto areas not intended to receive irrigation overspray/runoff.

b. A visual inspection of all irrigated areas shall occur, more often, but not less than one (1) time per week.

All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.

c. Contractor shall submit monthly written inspection reports detailing the condition and status of all irrigation systems.

5. The Contractor shall keep all irrigation systems in proper working order at all times. All necessary repairs will be done within 24 hours of their discovery. The Contractor shall use repair components consistent with the originally installed components. Any substitutions or alterations must be approved by the Authority Project Manager prior to being used.

F. GENERAL MAINTENANCE AND CLEAN-UP

1. The Contractor shall collect all clippings, trimmings, cuttings, rubbish and debris at all worksites and dispose of same in a lawful manner at the Contractor's expense the same day they are generated.

2. All trash and debris shall be removed from landscape maintenance worksites a minimum of one (1) time per week and one (1) time per month at layover yard cleanup sites.

3. The Contractor shall rake, hand remove, or vacuum leaves that are not absorbed by planting. This shall be done as often as required to maintain a neat appearance, or prevent plants from being smothered by seasonal leaf drop.

4. After heavy windstorms, the entire areas shall be cleaned of litter, fallen branches, tumble weeds, palm branches, etc., which are in excess of normal amounts.
5. The Contractor shall keep paved areas clean of any dirt or soil that might be washed from adjacent slopes or planted areas.

G. OTHER REQUIREMENTS

1. Replacement of Plant Material
 - a. The Contractor shall notify Authority's Project Manager within four (4) days of the loss of plant material due to any cause.
 - b. The Contractor shall remove shrub or ground cover which is damaged or lost due to any cause at no cost to Authority. The size and species of replacement shrubs or ground cover plants shall be as directed by Authority's Project Manager.
 - c. In order to ensure maximum healthy growth and overall aesthetic appearance of the planting in the work area, it may be desirable to replace certain plants. The necessity or desirability of such plants replacement shall be determined by Authority's Project Manager.
 - d. The Contractor shall replace, at Contractor's own expense, any ground cover, shrubs or other plant material requiring replacement due to infestation or to negligence resulting from Contractor's failure to provide maintenance in accordance with the provisions of this agreement. These requirements are not to be construed as requiring the Contractor to replace plant materials due to conditions beyond the Contractor's control, but are to be considered strictly as a normal maintenance condition within accepted practice. It is the intention of Authority to require a high level of quality in Landscape Maintenance Services compatible with standard practices.
2. New Construction
 - a. Where new construction may involve a significant part of a worksite, Authority's Project Manager may delete a portion of or the entire worksite from contractual maintenance during the construction and plant establishment period. The deletion of this portion of work will be reflected as a reduction in the monthly payment to the Contractor. The amount of reduction will be based on the percentage of area involved and agreed upon by Authority and the Contractor.

3. Inspection and Reporting

- a. Authority shall inspect the work area to ensure adequacy of maintenance and that methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of the work area. Discrepancies and deficiencies in the work shall be reported to the firm and corrected by the Contractor immediately.
- b. Contractor shall submit copy of report to Authority's Project Manager. The monthly landscape inspection report is to be submitted by the second Monday of every month.

H. HARDSCAPE AREAS

The Contractor shall control, remove, haul off and properly dispose of any weeds or other growth which may occur around any of the buildings, structures, inspection pits, concrete or asphalt walkways and driveways on this site. This includes weeds or growth in ballast and walkway rock in the service and storage/layover yards.

IV. EXTRAORDINARY LANDSCAPE MAINTENANCE

- A. The replacement of plant material, or the repair or replacement of irrigation system equipment may be considered extraordinary Landscape Maintenance Services if damage or malfunction is mainly caused by any of the following:

1. Acts of God
2. Civic Disorder
3. Vehicle Collision
4. Vandals
5. Power Failures
6. Underground wiring damage

- B. Any minor upgrading work or installation, as directed by Authority, shall also be paid to the Contractor as extraordinary on a time and material basis. Any extraordinary Landscape Maintenance Services requests from Authority shall be confirmed in writing, accompanied with an estimate of cost within five (5) working days.

The Contractor shall contact Authority's Project Manager regarding any extraordinary Landscape Maintenance Services work and seek prior approval before the work is scheduled.

The Contractor shall call Authority's Project Manager at least four (4) hours in advance before any extraordinary work is commenced.

C. Authority shall pay for such extraordinary Landscape Maintenance Services as follows:

1. Materials: Authority shall pay to the Contractor for materials used in extraordinary Landscape Maintenance Services the Contractor's cost from the supplier (verified by supplier invoice). All materials and parts shall be new or approved by Authority's Project Manager if otherwise. The Authority has the right to inspect the Contractor's records to verify any material costs used in extraordinary Landscape Maintenance Services.
2. Direct Labor: Contractor shall present with Contractor's monthly invoice a record of hours spent and locations serviced in extraordinary Landscape Maintenance Services. Authority shall pay the Contractor for such hours of extraordinary Landscape Maintenance Services at the rates specified in the Contract. Said hourly rates shall be the total cost to Authority. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of, worker for health and welfare, insurance, workers' compensation, pension, vacation, sick leave or any local, State, Federal or union tax or assessment.

EXHIBIT A
WORK LOCATIONS

EXHIBIT A - WORK LOCATIONS

A. LANDSCAPE MAINTENANCE

- A. CENTRAL MAINTENANCE FACILITY (CMF) – 1555 SAN FERNANDO ROAD, LOS ANGELES, CA 90065
- B. TERMINAL TOWER (LAUS) – 413 BAUCHET STREET, LOS ANGELES, CA 90012
- C. METROLINK OPERATIONS CENTER (MOC) – 2558 SUPPLY STREET, POMONA, CA 91767
- D. EASTERN MAINTENANCE FACILITY (EMF) – 1945 BORDWELL AVENUE, COLTON CA
- E. DISPATCH OPERATIONS CENTER (DOC) – 2704 GAREY AVENUE, POMONA, CA 91767
- F. MONTALVO LAYOVER SITE – 6175 VENTURA BLVD, VENTURA, CA 93003
- G. PERRIS VALLEY LAYOVER YARD – 1304 CASE ROAD PERRIS, CA 92570

B. LAYOVER SITE CLEAN UP

- A. RIVERSIDE LAYOVER YARD – NORTH – 3111 JACK B CLARKE WAY, RIVERSIDE, CA 92507
- B. RIVERSIDE LAYOVER YARD – SOUTH – 3771 COMMERCE STREET, RIVERSIDE, CA 92506
- C. INLAND EMPIRE MAINTENANCE FACILITY (IEMF) – 958 WEST 3RD STREET, SAN BERNARDINO, CA 92410
- D. MAINTENANCE OF WAY (MOW) FIELD OFFICE – 6894 MARINE WAY, IRVINE, CA 92618
- E. MOORPARK LAYOVER SITE – 585 MOORPARK BLVD, MOORPARK, CA 93021
- F. KELLER YARD – 720 KELLER ST., LOS ANGELES, CA 90012

EXHIBIT B

CITY OF LOS ANGELES EQUIPMENT REQUIREMENTS

Figure 6H-4. Short-Duration or Mobile Operation on a Shoulder (TA-4)

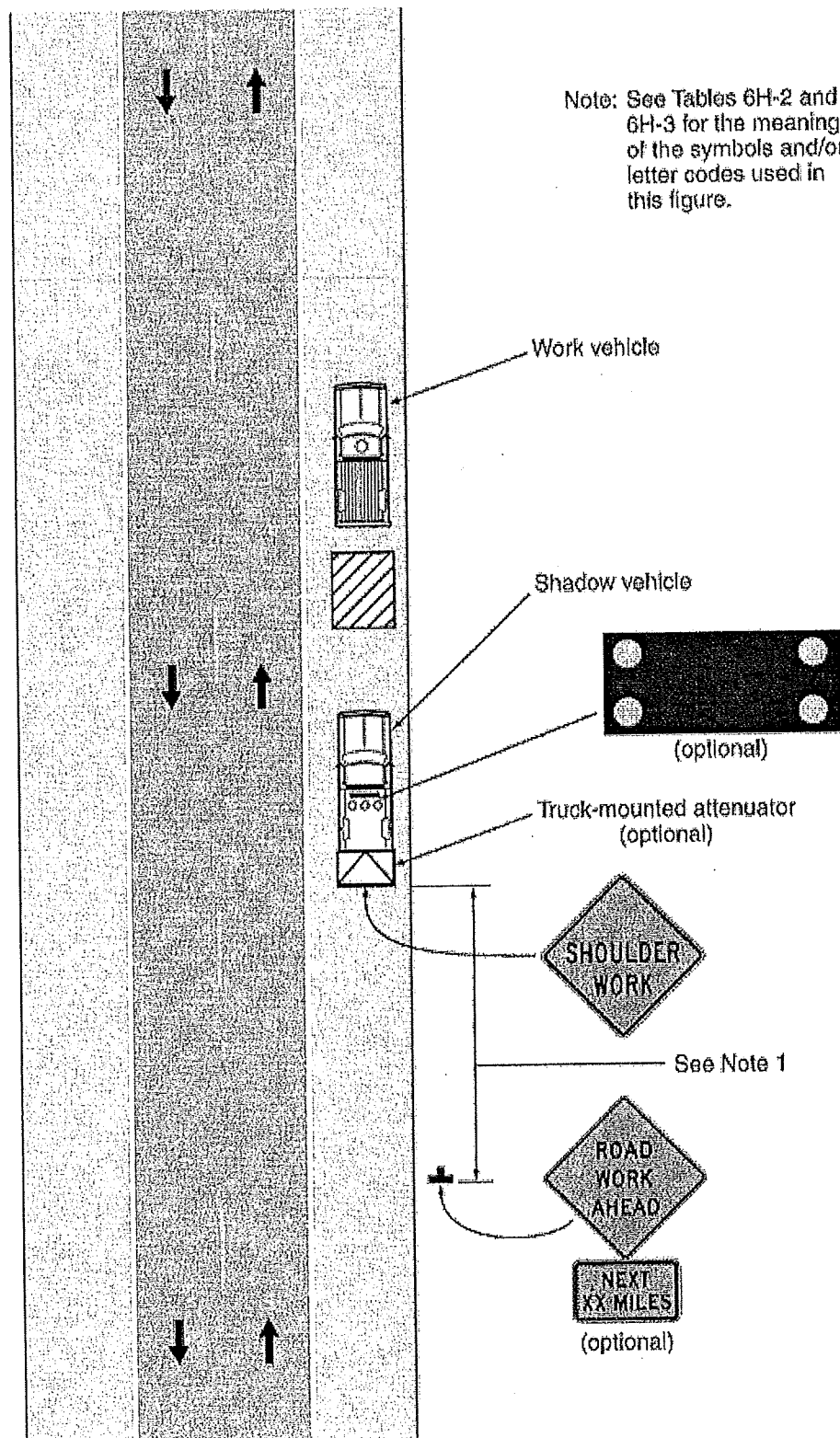


EXHIBIT C
TREE PRUNING SPECIFICATIONS

EXHIBIT C - TREE PRUNING SPECIFICATIONS

TREE TRIMMING CLASSIFICATIONS

Class I: Fine Pruning

Fine pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable, obstructing and weak branches as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunk, as well as those inside the leaf area.

Class II: Medium Pruning

Medium Pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable weak branches on the main trunks as well as those within the leaf areas. An occasional branch up to one inch in diameter may remain within the main leaf area where it is not practical to remove it.

Class III: Coarse Pruning

Coarse pruning shall consist of the removal of dead, diseased or obviously weak branches, two inches in diameter or greater.

Class IV: Cutting Back or Drop Crotch Pruning

Cutting back or drop crotch pruning shall consist of the reduction of tops, sides, under branches or individual limbs. This practice is to be undertaken in cases of utility line interference or where certain portions of the roots or root systems have been severed or severely damaged, or when it is necessary to reduce the top, sides, or under branches to achieve overall size reduction.

GENERAL TREE PRUNING REQUIREMENT

1. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

TYPES OF CUTS:

Removal of Laterals

- A. **Shoulder Cuts:** The final cut in removing a lateral branch should be immediately beyond the branch bark ridges, preserving the branch collar.

Do not make stub cuts (an inch or more beyond the branch collar). Do not make flush cuts (through the branch collar).

B. Triple Cuts: For any branch too large to be held while being cut, remove by means of the following cuts:

1. Under cut the branch 4 to 10 inches beyond the base (to prevent splitting or peeling).
2. Cut off the branch beyond the undercut where necessary, to prevent property damage. Branches shall be lowered to the ground by ropes and/or proper equipment.
3. Remove the remaining stub via a shoulder cut, as described above.

Removal of Terminal (Tip Thinning and Drop Crotching)

C. Thinning: "Lace Out" terminal portions of branches by cutting terminals back to laterals. (The basal diameter of the remaining lateral should be 1/3 the diameter of the terminal being removed.) Remove numerous small terminals and laterals rather than take out a few large ones.

D. Size Reduction: To take out portions of the crown for reducing height, remove terminals back to laterals. Each lateral should be suitably situated to serve as the new terminal, thus establishing the crown at a lower level. The basal diameter of a lateral should be at least 1/3 the basal diameter of the terminal being removed. (Laterals smaller than this cannot function effectively as new terminals, and the effect is then similar to a stub cut.)

2. Branches that pose a threat to the health, safety, and welfare of the general public shall be removed. In addition, branches that disrupt the aesthetic or general integrity of the tree shall be removed. Kinds of branches to be removed:

A. Obstructing Branches: Clear walks, traffic ways, buildings and other main-made structures. Clear other trees, plants as needed.

B. Dead, Broken, Diseased or Weak Branches: (Also stubs left by previous pruners.)

C. Crossing Branches: This includes potentially crossing branches, also upright shoots (water sprouts) and vigorous and interior-directed branches.

D. Narrow Crotch-Angle Branches: For most kinds of trees, branches with a crotch angle narrower than 30 degrees should be removed.

- E. **Parallel Branches:** branches less than a foot apart which run parallel for several feet may eventually damage each other. The less desirable one should be removed.
 - F. **Wind-breakage Risks:** Crowns that are too high and/or too dense should be thinned, and sometimes lowered to suitable laterals. Reducing wind resistance by thinning out many small branches is safer and better for the tree than taking out several large branches.
 - G. **Branches which Disrupt Tree Form:** Excessively vigorous branches, or those which run against the general branching pattern, should be trimmed for better balance and shape. (This does not mean the tree must be made perfectly symmetrical: asymmetry as such can be both attractive and safe.)
- 3. On trees known to be diseased tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Clorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
 - 4. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be traced where appropriate if desired, for cosmetic purposes, the wound may be treated with a thin coat of wound dressing.
 - 5. All girdling roots visible to the eye are to be reported to the Authority Facilities Manager.
 - 6. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, should be reported in writing to the Authority Facilities Manager and corrective measures recommended.
 - 7. When pruning back trees, the Contractor shall make all trees shapely and typical of their species. (Under no circumstances shall central leader trees have their central leader removed without the written consent from the Authority Facilities Manager.)

ATTACHMENT B
COST SCHEDULE

Contract No. MS270-16
Landscape Maintenance and Layover Facilities Clean-up Maintenance
Attachment B – Cost Pricing Schedule

Schedule A – Cost Pricing for Base Years (3 Years)					
Item	Description	Unit Type	Qty	Unit Price	Extension
1	Metrolink Central Maintenance Facility*	Months	36	\$1,385.58	\$49,880.88
2	Terminal Tower*	Months	36	\$293.76	\$10,575.36
3	Metrolink Operations Center*	Months	36	\$499.40	\$17,978.40
4	Eastern Maintenance Facility *	Months	36	\$1,468.82	\$52,877.52
5	Dispatch Operations Center *	Months	36	\$499.40	\$17,978.40
6	Riverside Layover Yard North*	Months	36	\$293.76	\$10,575.36
7	Riverside Layover Yard South*	Months	36	\$235.01	\$8,460.36
8	Inland Empire Maintenance Facility*	Months	36	\$558.15	\$20,093.40
9	Maintenance of Way Field Office*	Months	36	\$352.52	\$12,690.72
10	Moorpark Layover Site*	Months	36	\$705.03	\$25,381.08
11	Montalvo Layover Site*	Months	36	\$705.03	\$25,381.08
12	Keller Yard*	Months	36	\$176.26	\$6,345.36
13	Perris Valley Layover Yard*	Months	36	\$646.28	\$23,266.08

14	On-Call Hourly Labor Rate During Normal Operations Hours**	Hour	900	\$37.00	\$33,300.00
15	On-Call Hourly Labor Rate After Normal Operation Hours**	Hour	50	\$55.00	\$2,750.00
16	On-Call Hourly Labor Rate on Authority Recognized Holidays**	Hour	50	\$95.00	\$4,750.00
17	Haul Off – Lump Sum for Each Location	Each	40	\$42.00	\$1,680.00
Subtotal Cost Proposal for Base Years:					\$323,964.00

Note: *Monthly Flat Rate (Flat rate shall include all requirements set forth in Attachment A – Scope of Service

**Fully burdened hourly rate includes all overhead costs, profit, fees, taxes, insurance, fringes, licenses, etc.

Payment of Prevailing Wage is required for landscape Maintenance Service

Contract No. MS270-16
Landscape Maintenance and Layover Facilities Clean-up Maintenance
Attachment B – Cost Pricing Schedule

Schedule B – Cost Pricing Schedule for Optional Years (2 Years)					
Item	Description	Unit Type	Base Yrs Qty	Unit Price	Extension
1	Metrolink Central Maintenance Facility*	Months	24	\$1,413.29	\$33,918.96
2	Terminal Tower*	Months	24	\$299.64	\$7,191.36
3	Metrolink Operations Center*	Months	24	\$509.36	\$12,225.36
4	Eastern Maintenance Facility *	Months	24	\$1,498.20	\$35,956.80
5	Dispatch Operations Center *	Months	24	\$509.39	\$12,225.36
6	Riverside Layover Yard North*	Months	24	\$299.64	\$7,191.36
7	Riverside Layover Yard South*	Months	24	\$239.71	\$5,753.04
8	Inland Empire Maintenance Facility*	Months	24	\$569.31	\$13,663.44
9	Maintenance of Way Field Office*	Months	24	\$359.57	\$8,629.68
10	Moorpark Layover Site*	Months	24	\$719.13	\$17,259.12
11	Montalvo Layover Site*	Months	24	\$719.13	\$17,259.12
12	Keller Yard*	Months	24	\$719.13	\$17,259.12

13	Perris Valley Layover Yard*	Months	24	\$659.21	\$15,821.04
14	On-Call Hourly Labor Rate During Normal Operations Hours**	Hour	900	\$37.74	\$33,966.00
15	On-Call Hourly Labor Rate After Normal Operation Hours**	Hour	50	\$56.10	\$2,805.00
16	On-Call Hourly Labor Rate on Authority Recognized Holidays**	Hour	50	\$96.90	\$4,845.00
17	Haul Off – Lump Sum for Each Location	Each	25	\$42.84	\$1,071.00
Subtotal Proposal for Optional Years:					\$234,096.60

Note: *Monthly Flat Rate (Flat rate shall include all requirements set forth in Attachment A – Scope of Service

**Fully burdened hourly rate includes all overhead costs, profit, fees, taxes, insurance, fringes, licenses, etc.

Payment of Prevailing Wage is required for landscape Maintenance Service

SUMMARY OF COST PRICING SCHEDULE

Summary of Cost Schedule for Base & Optional Years	
Schedule A – Total Proposal Amount for Base Years	\$323,964.00
Schedule B – Total Proposal Amount for Optional Years	\$234,096.00
Total Cost Proposal Amount:	\$558,060.60