



1                   2.     PRICE AND PAYMENT. City shall pay to Contractor the amount(s)  
2 for work and services identified in Contractor's Bid for Ground Maintenance Services in the  
3 City of Long Beach, California, attached hereto as Exhibit "A"; provided, however, that the  
4 total compensation to Contractor shall not exceed an annual amount of Three Million Six  
5 Hundred Seventy-Five Thousand Two Hundred Seventy-Seven Dollars (\$3,675,277)  
6 during the term of this Contract.

7                   3.     CONTRACT DOCUMENTS.

8                   A.     The Contract Documents include: The Request for Proposals  
9 PR17-022 (the "RFP"); Specifications No. RFP PR17-022 (the "Specifications"); the  
10 California Code of Regulations; the various Uniform Codes applicable to trades; the  
11 prevailing wage rates; the Bid; the bid security; the City of Long Beach  
12 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this  
13 Contract and all documents attached hereto or referenced herein including but not  
14 limited to insurance; Bond for Faithful Performance; any addenda or change orders  
15 issued in accordance with the Specifications. These Contract Documents are  
16 incorporated herein by the above reference and form a part of this Contract.

17                  B.     Order of Precedence. If any conflict or inconsistency exists or  
18 develops among or between Contract Documents, the following priority shall  
19 govern: 1) change orders; 2) this Contract (including any and all amendments  
20 hereto); 3) Addenda (which shall include written clarifications, corrections and  
21 changes to the bid documents and other types of written notices issued prior to bid  
22 opening); 4) the Specifications; 5) the RFP; and 6) Contractor's proposal to the RFP.

23                  4.     TIME FOR CONTRACT. The term of this Contract shall commence  
24 at midnight on September 1, 2018, and shall terminate at 11:59 p.m. on August 31, 2021,  
25 unless sooner terminated as provided in the Contract Documents. The parties have the  
26 option to extend the term for two (2) one-year periods and a subsequent three-year term  
27 with two (2) one-year extension options, for a total aggregate contract term not to exceed  
28 ten (10) years, at the discretion of the City Manager.

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5. COORDINATION AND ORGANIZATION.

A. Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "B", attached to this Contract and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project.

B. The parties acknowledge that a substantial inducement to City for entering this Contract was and is the reputation and skill of Contractor's key employee, named in Exhibit "C" attached to this Contract and incorporated by this reference. City shall have the right to approve any person proposed by Contractor to replace that key employee.

6. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The

acceptance of any work or the payment of any money by City shall not operate as a waiver of any provision of any Contract Document, of any power reserved to City, or of any right to damages or indemnity hereunder. The waiver of any breach or any default hereunder shall not be deemed a waiver of any other or subsequent breach or default.

7. WORKERS' COMPENSATION CERTIFICATION. Concurrently

herewith, Contractor shall submit certification of Workers' Compensation coverage in accordance with California Labor Code Sections 1860 and 3700, a copy of which is attached hereto as Exhibit "D".

8. CLAIMS FOR EXTRA WORK. No claim shall be made at any time

upon City by Contractor for and on account of any extra or additional work performed or materials furnished, unless such extra or additional work or materials shall have been expressly required by the City Manager or his/her designee and the quantities and price thereof shall have been first agreed upon, in writing, by the parties hereto.

9. CLAIMS. Contractor shall, upon completion of the work, deliver

possession thereof to City ready for use and free and discharged from all claims for labor

1 and materials in doing the work and shall assume and be responsible for, and shall protect,  
2 defend, indemnify and hold harmless City from and against any and all claims, demands,  
3 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or  
4 damages to property, including property of City, which arises from or is connected with the  
5 performance of the work.

6 10. INDEMNITY.

7 A. Contractor shall indemnify, protect and hold harmless City, its  
8 Boards, Commissions, and their officials, employees and agents ("Indemnified  
9 Parties"), from and against any and all liability, claims, demands, damage, loss,  
10 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
11 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
12 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
13 in part, out of or in connection with (1) Contractor's breach or failure to comply with  
14 any of its obligations contained in this Contract, including all applicable federal and  
15 state labor requirements including, without limitation, the requirements of California  
16 Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or  
17 misrepresentations committed by Contractor, its officers, employees, agents,  
18 subcontractors, or anyone under Contractor's control, in the performance of work or  
19 services under this Contract (collectively "Claims" or individually "Claim").

20 B. In addition to Contractor's duty to indemnify, Contractor shall  
21 have a separate and wholly independent duty to defend Indemnified Parties at  
22 Contractor's expense by legal counsel approved by City, from and against all  
23 Claims, and shall continue this defense until the Claims are resolved, whether by  
24 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
25 breach, or the like on the part of Contractor shall be required for the duty to defend  
26 to arise. City shall notify Contractor of any Claim, shall tender the defense of the  
27 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,  
28 in the defense.

1 C. If a court of competent jurisdiction determines that a Claim was  
2 caused by the sole negligence or willful misconduct of Indemnified Parties,  
3 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the  
4 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
5 percentage of willful misconduct attributed by the court to the Indemnified Parties.

6 D. The provisions of this Section shall survive the expiration or  
7 termination of this Contract.

8 11. INSURANCE. Prior to commencement of work, and as a condition  
9 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence of  
10 all insurance required in the Contract Documents.

11 In addition, Contractor shall complete and deliver to City the form  
12 ("Information Sheet") attached as Exhibit "E" and incorporated by reference, to comply with  
13 Labor Code Section 2810.

14 12. WORK DAY. Contractor shall comply with Sections 1810 through  
15 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a  
16 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by  
17 Contractor or any subcontractor for each calendar day such worker is required or permitted  
18 to work more than eight (8) hours unless that worker receives compensation in accordance  
19 with Section 1815.

20 13. PREVAILING WAGE RATES. Contractor is directed to the prevailing  
21 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)  
22 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
23 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
24 work done by Contractor, or any subcontractor, under this Contract.

25 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

26 A. If the work is terminated pursuant to an order of any Federal or  
27 State authority, Contractor shall accept as full and complete compensation under  
28 this Contract such amount of money as will equal the product of multiplying the

1 Contract price stated herein by the percentage of work completed by Contractor as  
2 of the date of such termination, and for which Contractor has not been paid. If the  
3 work is so terminated, the Director of the Department of Parks, Recreation and  
4 Marine ("Director"), after consultation with Contractor, shall determine the  
5 percentage of work completed and the determination of the Director shall be final.

6 B. If Contractor is prevented, in any manner, from strict  
7 compliance with the Specifications due to any Federal or State law, rule or  
8 regulation, in addition to all other rights and remedies reserved to the parties City  
9 may by resolution of the City Council suspend performance hereunder until the  
10 cause of disability is removed, extend the time for performance, make changes in  
11 the character of the work or materials, or terminate this Contract without liability to  
12 either party.

13 15. NOTICES.

14 A. Any notice required hereunder shall be in writing and personally  
15 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to  
16 Contractor at the address first stated herein; to the City at 333 West Ocean  
17 Boulevard, Long Beach, California 90802, Attn: City Manager; and to the  
18 Department of Parks, Recreation and Marine at 2760 Studebaker Road, Long  
19 Beach, California 90815, Attn: Contract Management Division. Notice of change of  
20 address shall be given in the same manner as stated herein for other notices. Notice  
21 shall be deemed given on the date deposited in the mail or on the date personal  
22 delivery is made, whichever first occurs.

23 B. Except for claims made under the Labor Code, City will notify  
24 Contractor when City receives any third-party claims relating to this Contract in  
25 accordance with Section 9201 of the Public Contract Code.

26 16. FAITHFUL PERFORMANCE BOND. Contractor shall, simultaneously  
27 with the execution of this Contract, execute and deliver to City a good and sufficient  
28 corporate surety bond, in the form attached hereto and in the amount specified therein,

1 conditioned upon the faithful performance of this Contract by Contractor.

2           17. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any  
3 of the moneys that may become due Contractor hereunder may be assigned by Contractor  
4 without the written consent of City first had and obtained, nor will City recognize any  
5 subcontractor as such, and all persons engaged in the work of construction will be  
6 considered as independent contractors or agents of Contractor and will be held directly  
7 responsible to Contractor.

8           18. CERTIFIED PAYROLL RECORDS.

9           A. Contractor shall keep and shall cause each subcontractor  
10 performing any portion of the work under this Contract to keep an accurate payroll  
11 record, showing the name, address, social security number, work classification,  
12 straight time and overtime hours worked each day and week, and the actual per  
13 diem wages paid to each journeyman, apprentice, worker, or other employee  
14 employed by Contractor or subcontractor in connection with the work, all in  
15 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such  
16 payroll records for Contractor and all subcontractors shall be certified and shall be  
17 available for inspection at all reasonable hours at the principal office of Contractor  
18 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure  
19 to furnish such records to City in the manner provided herein for notices shall entitle  
20 City to withhold the penalty prescribed by law from progress payments due to  
21 Contractor.

22           B. Upon completion of the work, Contractor shall submit to the City  
23 certified payroll records for Contractor and all subcontractors performing any portion  
24 of the work under this Contract. Certified payroll records for Contractor and all  
25 subcontractors shall be maintained during the course of the work and shall be kept  
26 by Contractor for up to three (3) years after completion of the work.

27           C. The foregoing is in addition to, and not in lieu of, any other  
28 requirements or obligations established and imposed by any department of the City

1 with regard to submission and retention of certified payroll records for Contractor  
2 and subcontractors.

3 19. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
4 the contrary in the Specifications, Contractor shall have the responsibility, care and custody  
5 of the work. If any loss or damage occurs to the work that is not covered by collectible  
6 commercial insurance, excluding loss or damage caused by earthquake or flood or the  
7 negligence or willful misconduct of City, then Contractor shall immediately make the City  
8 whole for any such loss or pay for any damage. If Contractor fails or refuses to make the  
9 City whole or pay, then City may do so and the cost and expense of doing so shall be  
10 deducted from the amount due Contractor from City hereunder.

11 20. CONTINUATION. Termination or expiration of this Contract shall not  
12 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
13 prior to termination or expiration of this Contract.

14 21. TAXES AND TAX REPORTING.

15 A. As required by federal and state law, City is obligated to and  
16 will report the payment of compensation to Contractor on Form 1099-Misc.  
17 Contractor shall be solely responsible for payment of all federal and state taxes  
18 resulting from payments under this Contract. Contractor shall submit Contractor's  
19 Employer Identification Number (EIN), or Contractor's Social Security Number if  
20 Contractor does not have an EIN, in writing to City's Accounts Payable, Department  
21 of Financial Management. Contractor acknowledges and agrees that City has no  
22 obligation to pay Contractor until Contractor provides one of these numbers.

23 B. Contractor shall cooperate with City in all matters relating to  
24 taxation and the collection of taxes, particularly with respect to the self-accrual of  
25 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
26 materials, equipment, supplies, or other tangible personal property totaling over  
27 \$100,000 shipped from outside California, a qualified Contractor shall complete and  
28 submit to the appropriate governmental entity the form in Appendix "A" attached



1 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or  
2 more, Contractor shall obtain a sub-permit from the California Board of Equalization  
3 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000  
4 in tangible personal property that was subject to sales or use tax in the previous  
5 calendar year.

6 C. Contractor shall create and operate a buying company, as  
7 defined in State of California Board of Equalization Regulation 1699, subpart (h), in  
8 City if Contractor will purchase over \$10,000 in tangible personal property subject  
9 to California sales and use tax.

10 D. In completing the form and obtaining the permit(s), Contractor  
11 shall use the address of the Work site as its business address and may use any  
12 address for its mailing address. Copies of the form and permit(s) shall also be  
13 delivered to the Director. The form must be submitted and the permit(s) obtained  
14 as soon as Contractor receives a Notice to Proceed. Contractor shall not order any  
15 materials or equipment over \$100,000 from vendors outside California until the form  
16 is submitted and the permit(s) obtained and, if Contractor does so, it shall be a  
17 material breach of this Contract. In addition, Contractor shall make all purchases  
18 from the Long Beach sales office of its vendors if those vendors have a Long Beach  
19 office and all purchases made by Contractor under this Contract which are subject  
20 to use tax of \$500,000 or more shall be allocated to the City of Long Beach.  
21 Contractor shall require the same cooperation with City, with regards to subsections  
22 B, C and D under this section (including forms and permits), from its subcontractors  
23 and any other subcontractors who work directly or indirectly under the overall  
24 authority of this Contract.

25 E. Contractor shall not be entitled to and by signing this Contract  
26 waives any claim or damages for delay against City if Contractor does not timely  
27 submit these forms to the appropriate governmental entity. Contractor may contact  
28 the City Controller at (562) 570-6450 for assistance with the form.

1           22.    ADVERTISING. Contractor shall not use the name of City, its officials  
2 or employees in any advertising or solicitation for business, nor as a reference, without the  
3 prior approval of the City Manager or his/her designee.

4           23.    AUDIT. City shall have the right at all reasonable times during  
5 performance of the work under this Contract and for a period of five (5) years after final  
6 completion of the work to examine, audit, inspect, review, extract information from and  
7 copy all books, records, accounts and other documents of Contractor relating to this  
8 Contract.

9           24.    NO PECULIAR RISK. Contractor acknowledges and agrees that the  
10 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that  
11 no special precautions are required to perform said work.

12           25.    THIRD PARTY BENEFICIARY. This Contract is intended by the  
13 parties to benefit themselves only and is not in any way intended or designed to or entered  
14 for the purpose of creating any benefit or right of any kind for any person or entity that is  
15 not a party to this Contract.

16           26.    SUBCONTRACTORS. Contractor agrees to and shall bind every  
17 subcontractor to the terms of this Contract; provided, however, that nothing herein shall  
18 create any obligation on the part of City to pay any subcontractor except in accordance  
19 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply  
20 with this Section shall be deemed a material breach of this Contract.

21           27.    NO DUTY TO INSPECT. No language in this Contract shall create  
22 and City shall not have any duty to inspect, correct, warn of or investigate any condition  
23 arising from Contractor's work hereunder, or to insure compliance with laws, rules or  
24 regulations relating to said work. If City does inspect or investigate, the results thereof  
25 shall not be deemed compliance with or a waiver of any requirements of the Contract  
26 Documents.

27           28.    GOVERNING LAW. This Contract shall be governed by and  
28 construed pursuant to the laws of the State of California (except those provisions of

1 California law pertaining to conflicts of laws).

2 29. INTEGRATION. This Contract, including the Contract Documents  
3 identified in Section 3 hereof, constitutes the entire understanding between the parties and  
4 supersedes all other agreements, oral or written, with respect to the subject matter herein.

5 30. NONDISCRIMINATION. In connection with performance of this  
6 Contract and subject to federal laws, rules and regulations, Contractor shall not  
7 discriminate in employment or in the performance of this Contract on the basis of race,  
8 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV  
9 status, handicap or disability. It is the policy of the City to encourage the participation of  
10 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City  
11 encourages Contractor to use its best efforts to carry out this policy in the award of all  
12 subcontracts.

13 31. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
14 accordance with the provisions of the Ordinance, this Contract is subject to the applicable  
15 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long Beach  
16 Municipal Code, as amended from time to time.

17 A. During the performance of this Contract, the Contractor certifies  
18 and represents that the Contractor will comply with the EBO. The Contractor agrees  
19 to post the following statement in conspicuous places at its place of business  
20 available to employees and applicants for employment:

21 "During the performance of a Contract with the City of Long Beach, the  
22 Contractor will provide equal benefits to employees with spouses and its  
23 employees with domestic partners. Additional information about the City of  
24 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
25 Long Beach Business Services Division at 562-570-6200."

26 B. The failure of the Contractor to comply with the EBO will be  
27 deemed to be a material breach of the Contract by the City.

28 C. If the Contractor fails to comply with the EBO, the City may

1 cancel, terminate or suspend the Contract, in whole or in part, and monies due or to  
2 become due under the Contract may be retained by the City. The City may also  
3 pursue any and all other remedies at law or in equity for any breach.

4 D. Failure to comply with the EBO may be used as evidence  
5 against the Contractor in actions taken pursuant to the provisions of Long Beach  
6 Municipal Code 2.93 et seq., Contractor Responsibility.

7 E. If the City determines that the Contractor has set up or used its  
8 contracting entity for the purpose of evading the intent of the EBO, the City may  
9 terminate the Contract on behalf of the City. Violation of this provision may be used  
10 as evidence against the Contractor in actions taken pursuant to the provisions of  
11 Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

12 32. DEFAULT. Default shall include but not be limited to Contractor's  
13 failure to perform in accordance with the Specifications, failure to comply with any Contract  
14 Document, failure to pay any penalties, fines or charges assessed against Contractor by  
15 any public agency, and failure to pay any charges or fees for services performed by the  
16 City.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

AZTECA LANDSCAPE, a California corporation

8-20-18, 2018

By Aurora Farias  
Name Aurora Farias  
Title President

8/20/2018, 2018

By Rosa M. Lopez  
Name Rosa M. Lopez  
Title Vice President/ CFO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

August 27, 2018

By [Signature]  
City Manager

"City"

This Contract is approved as to form on 8/23, 2018.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

# EXHIBIT "A"

## Contractor's Bid

THE CITY OF WASHINGTON  
SECTION 201.01  
UNIFORM BIDDING  
CITY OF WASHINGTON

**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
AREA 1**

**Exhibit A**

**PARKS BASE BID**

<b>Item No.</b>	<b>Location</b>	<b>Turf (Acre)</b>	<b>Landscape/Hardscape (Acre)</b>	<b>Rate Per Per Month</b>	<b>Rate Per Per Year</b>
1	Baker Street Park	0.45	1.00	\$ 309.00	\$ 3,708.00
2	Bixby Knolls Park	3.58	0.55	\$ 2,163.00	\$ 25,956.00
3	Burton Chace Park	0.06	0.27	\$ 2,987.00	\$ 35,844.00
4	Cherry Park	6.70	3.61	\$ 2,781.00	\$ 33,372.00
5	Coolidge Park (Including Dog Park)	4.95	1.23	\$2,163.00	\$ 25,956.00
6	Davenport Park and access road	2.51	4.46	\$ 2,472.00	\$ 29,664.00
7	Davenport Expansion	0.00	4.66	\$ 1,339.00	\$ 16,068.00
8	DeForest Park	9.46	6.40	\$ 2,987.00	\$ 35,844.00
9	Grace Park	0.59	0.48	\$ 6,077.00	\$ 72,924.00
10	Houghton Park	20.06	5.52	\$ 3,399.00	\$ 40,788.00
11	Jackson Street Dog Park	0.00	0.17	\$ 77.25	\$ 927.00
12	Jackson Street Park	2.26	0.19	\$ 463.50	\$ 5,562.00
13	Long Beach Municipal Cemetery	3.93	0.54	\$ 2,987.00	\$ 35,844.00
14	Longview Point at Willow Springs Park	0.00	2.63	\$ 1,339.00	\$ 16,068.00
15	Los Cerritos Park	7.41	1.14	\$ 2,987.00	\$ 35,844.00
16	Orange Park	0.00	0.38	\$ 824.00	\$ 9,888.00
17	Rancho Los Cerritos	0.53	4.02	\$ 2,575.00	\$ 30,900.00
18	Ramona Park	5.10	2.25	\$ 2,575.00	\$ 30,900.00
19	Scherer Park (Including Dog Park)	13.20	7.45	\$3,193.00	\$ 38,316.00
20	Silverado Park	8.20	3.23	\$ 3,399.00	\$ 40,788.00
21	Sleepy Hollow Greenbelt	0.00	1.24	\$ 566.50	\$ 6,798.00
22	Somerset Park	2.65	1.43	\$ 1,442.00	\$ 17,304.00
23	South St. Parkway	1.48	0.24	\$ 309.00	\$ 3,708.00
24	Sullivan's Grove	0.00	0.12	\$ 36.05	\$ 432.60
25	Tanaka Park	0.68	0.67	\$ 927.00	\$ 11,124.00
26	Veterans Park	11.02	3.39	\$ 2,781.00	\$ 33,372.00
27	Willow & Golden Park - North (North of Willow St)	0.52	0.44	\$309.00	\$ 3,708.00

**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
AREA 1**

**Exhibit A**

**PARKS BASE BID (Continued)**

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Month	Rate Per Year
28	Wrigley Heights Dog Park	0.00	2.03	\$ 257.50	\$ 3,090.00
29	<b>Health Department sites</b>				
29a	Family Health Education Center 3820 Cherry Ave	0.04	0.63	\$257.50	\$ 3,090.00
29b	North Facility Center 6335 Myrtle Ave	0.09	0.26	\$103.00	\$ 1,236.00
30	<b>Library Services Department sites</b>				
30a	Dana 3680 Atlantic Ave	0.00	0.29	\$103.00	\$ 1,236.00
30b	Harte 1595 W. Willow St	0.01	0.22	\$103.00	\$ 1,236.00
30c	Obama 5870 Atlantic Ave	0.00	1.46	\$824.00	\$ 9,888.00
31	<b>Police Department site</b>				
31a	North Division 4891 Atlantic Ave	0.00	2.30	\$ 927.00	\$ 11,124.00
32	<b>Technology &amp; Innovation Department site</b>				
32a	Wireless Communications 5580 Cherry Ave	0.00	0.66	\$ 103.00	\$ 1,236.00
<b>TOTAL ACREAGE AND RATES</b>		<b>105.48</b>	<b>65.56</b>	<b>\$ 56,145.30</b>	<b>\$ 673,743.60</b>

**STREETS BASE BID**

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
1	67th St (N Panel along 91 Fwy West of Atlantic Ave)	0.05	\$ 72.10	\$ 865.20
2	Artesia Blvd (Susana Rd to Downey Ave)	3.01	\$ 921.85	\$ 11,062.20
3	Atlantic Ave (Willow St to 70th St)	5.03	\$ 1,024.85	\$ 12,298.20
4	Bixby Rd (At Pacific Ave)	0.02	\$ 20.60	\$ 247.20
5	California Ave (San Antonio Dr to 46th St)	0.37	\$ 149.35	\$ 1,792.20
6	Carson St (N Backup Lot, Gundry Ave to Cherry Ave)	0.41	\$ 123.60	\$ 1,483.20
7	Carson St (S panel W of 710 Fwy at Via Alcalde Ave)	0.18	\$ 72.10	\$ 865.20
8	Cherry Ave (Spring Street to 70th)	4.24	\$ 921.85	\$ 11,062.20
9	Daisy Avenue Islands (27th St to Spring St)	0.48	\$ 123.60	\$ 1,483.20
10	Del Amo Blvd (Susanna Rd to Cherry Ave)	3.87	\$ 921.85	\$ 11,062.20
11	Downey Ave (Andy St to Poppy St)	1.04	\$ 355.35	\$ 4,264.20
12	Long Beach Blvd (Memorial Medical Ctr Entry/Patterson ST. to Greenleaf Ave)	5.06	\$ 1,024.85	\$ 12,298.20
13	Orange Ave (Center Island, Spring St to 405)	0.06	\$ 20.60	\$ 247.20
14	Pacific Ave (At 36th St)	0.04	\$ 20.60	\$ 247.20



**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
AREA 1**

**Exhibit A**

**STREETS BASE BID (Continued)**

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
15	Pacific Pl (W Panel at Cedar Ave)	0.11	\$ 46.35	\$ 556.20
16	Paramount Blvd (Market St to 70th St)	0.43	\$ 149.35	\$ 1,792.20
17	Pine Ave (At Locust Ave)	0.06	\$ 20.60	\$ 247.20
18	Roosevelt Rd (S Panel at Long Beach Blvd)	0.10	\$ 20.60	\$ 247.20
19	San Antonio Dr (Long Beach Blvd to Cherry Ave)	1.82	\$ 355.35	\$ 4,264.20
20	Santa Fe Ave (Willow St to 405)	1.67	\$ 355.35	\$ 4,264.20
21	South St (West and East of Cherry Ave & at RR to East)	0.13	\$ 20.60	\$ 247.20
				\$ -
22	Spring St (Pacific Ave to Atlantic Ave)	0.18	\$ 30.90	\$ 370.80
23	Spring St (Santa Fe Ave to Delta Ave)	0.24	\$ 30.90	\$ 370.80
24	Spring St (N Backup Lot at DeForest Ave)	0.01	\$ 20.60	\$ 247.20
25	Wardlow Road (Hesperian Ave to Elm Ave)	4.52	\$ 561.35	\$ 6,736.20
26	White Ave (E Panel along 710 Fwy, Gordon St to N of Scott St)	0.32	\$ 46.35	\$ 556.20
27	Willow St (Terminal Island Fwy to Atlantic Ave)	1.33	\$ 252.35	\$ 3,028.20
<b>TOTAL ACREAGE AND RATES</b>		<b>34.78</b>	<b>\$ 7,683.80</b>	<b>\$ 92,205.60</b>

*The sites listed below will require quarterly weed abatement and trimming, and monthly debris and litter pick up.*

**PARKS**

Item No.	Location	Turf (Acre)	Landscape/ Hardscape (Acre)	Rate Per Per Month	Rate Per Per Year
1	34 <sup>th</sup> St Greenbelt (Northwest of DeForest Ave & 34th St)	0.00	0.30	\$ 103.00	\$ 1,236.00
2	51 <sup>st</sup> St Greenbelt	0.00	1.01	\$ 103.00	\$ 1,236.00
3	Davenport Park Expansion (Undeveloped)	0.00	4.66	\$ 257.50	\$ 3,090.00
4	Sleep Hollow Greenbelt West (Undeveloped) (LA River to Pacific Ave.)	0.00	1.15	\$ 128.75	\$ 1,545.00
<b>TOTAL ACREAGE AND RATES</b>		<b>0.00</b>	<b>7.12</b>	<b>\$ 592.25</b>	<b>\$ 7,107.00</b>

## RFP PR17-022 BAFO FINAL PRICING WORKSHEET

## AREA 1

## Exhibit A

## STREETS

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
1	<b>39th St &amp; Baker St</b> (S side of 405 Fwy near Maine Ave & Magnolia Ave)	0.14	\$ 51.50	\$ 618.00
2	<b>67<sup>TH</sup> St. Penfold St &amp; Eleanor St</b> (Along Sidewalks N & S of 91 Fwy from Atlantic Ave to Downey Ave)	1.97	\$ 154.50	\$ 1,854.00
3	<b>70th St</b> (N Panel from Harbor Ave to Gale Ave)	0.05	\$ 20.60	\$ 247.20
4	<b>Adams St</b> (S Panel at White Ave S of Coolidge Park)	0.13	\$ 36.05	\$ 432.60
5	<b>Chestnut Ave</b> (Vacant Lot at Jaymills)	0.15	\$ 36.05	\$ 432.60
6	<b>Coachella Ave</b> (E Panel Along 710 Fwy & median at Cul De Sacs Near North End)	0.46	\$ 103.00	\$ 1,236.00
7	<b>Crest Dr</b> (S Backup Lot W of Long Beach Blvd)	0.18	\$ 36.05	\$ 432.60
8	<b>Del Mar Ave</b> (W Panel from Los Cerritos Park Pl to Avery Pl)	0.64	\$ 128.75	\$ 1,545.00
9	<b>Del Mar Ave</b> (W Panel from Columbia St to Pacific Ave)	0.44	\$ 103.00	\$ 1,236.00
10	<b>Delta Ave Dead End</b> (N of Taylor St)	0.01	\$ 10.30	\$ 123.60
11	<b>Gale Ave</b> (E Panels at 27th St. & N of Maddox St to Cul De Sac)	0.09	\$ 25.75	\$ 309.00
12	<b>Galliard Dr</b> (N Panel, Butler Ave to Belhurst Ave)	0.05	\$ 15.45	\$ 185.40
13	<b>Hesperian Ave</b> (W Panel, South of Arlington St to Wardlow Rd)	0.14	\$ 25.75	\$ 309.00
14	<b>Jotham Pl</b> (Cul de Sac Island N of Bixby Rd)	0.01	\$ 10.30	\$ 123.60
15	<b>Linden Ave</b> (W Panel, Pleasant St to 51st St)	0.22	\$ 36.05	\$ 432.60
16	<b>Locust Ave</b> (At 49 <sup>th</sup> Street N of Railroad Right of Way)	0.02	\$ 10.30	\$ 123.60
17	<b>Market St Dead End</b> (At Flood Control W of Long Beach Blvd)	0.01	\$ 10.30	\$ 123.60
18	<b>Mesa Way Dead End</b> (W of Country Club Dr)	0.01	\$ 10.30	\$ 123.60
19	<b>Neece St</b> Along 710 Fwy, Long Beach Blvd to Muriel Ave)	0.12	\$ 25.75	\$ 309.00
20	<b>Orange Ave</b> (Backup Lots from Bixby Rd to Railroad N of Del Amo Blvd)	2.45	\$ 360.50	\$ 4,326.00
21	<b>Pacific Ave - not Pacific Pl</b> (E & W sidewalks at 405 underpass)	0.29	\$ 41.20	\$ 494.40
22	<b>Peace St</b> (At Elm Ave N of Railroad Right of Way)	0.04	\$ 25.75	\$ 309.00
23	<b>South St Tree Wells</b> (Dairy Ave to Lime Ave)	0.02	\$ 10.30	\$ 123.60
24	<b>Terminal St</b> (E Panel from Curry St to Poppy St)	0.09	\$ 25.75	\$ 309.00
25	<b>Unnamed Street aka Frontage Rd</b> (N Panel S of 710 interchange between Delta Ave & Easy Ave)	0.05	\$ 25.75	\$ 309.00
<b>TOTAL ACREAGE AND RATES</b>		<b>7.78</b>	<b>\$ 1,339.00</b>	<b>\$ 16,068.00</b>

RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
AREA 1

**Exhibit A**

**BID SUMMARY**

	Rate Per Month	Rate Per Year
Total Base Bid Amount (Area 1)	\$ 65,760.35	\$ 789,124.20

RFP PR17-022 NEGOTIATED CHANGES WORKSHEET  
AREA 1

**Exhibit A**

**PARKS BASE BID**

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Month	Rate Per Year	
Add	DeForest Wetlands Combined Acres = 34.71			\$ 14,800.00	\$ 177,600.00	New Site
14	Longview Point at Willow Springs Park	0.00	-2.63	\$ (1,339.00)	\$ (16,068.00)	PRM not servicing
Add	Molina Park Combined Acres = 3.3			\$ 3,600.00	\$ 43,200.00	New Site
<b>TOTAL ACREAGE AND RATES</b>				<b>\$ 17,061.00</b>	<b>\$ 204,732.00</b>	

The sites listed below will require quarterly weed abatement and trimming, and monthly debris and litter pick up.

**PARKS**

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Month	Rate Per Year	
3	Davenport Park Expansion (Undeveloped)	0.00	-4.66	\$ (257.50)	\$ (3,090.00)	Duplicate Item Parks #7
<b>TOTAL ACREAGE AND RATES</b>		<b>0.00</b>	<b>-4.66</b>	<b>\$ (257.50)</b>	<b>\$ (3,090.00)</b>	

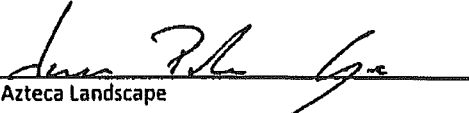
**STREETS**

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year	
2	67 <sup>TH</sup> St, Penfold St & Eleanor St (include Orizaba underpass)	0.08	\$ 45.50	\$ 546.00	Add Section
Add	Pacific Pl (32nd St to 405 Fwy)	0.84	\$ 150.00	\$ 1,800.00	New Section
<b>TOTAL ACREAGE AND RATES</b>		<b>0.92</b>	<b>\$ 195.50</b>	<b>\$ 2,346.00</b>	

	Rate Per Month	Rate Per Year
<b>Total Base Bid Amount (Area 1)</b>	<b>\$ 16,999.00</b>	<b>\$ 203,988.00</b>

Original Bid Amount \$65,760.35 \$789,124.20

Original Bid with Supplemental \$ 82,759.35 \$ 993,112.20

  
Azteca Landscape

**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
AREA 2**

**Exhibit A**

**PARKS BASE BID**

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Per Month	Rate Per Per Year
1	Birdcage Park	0.88	0.10	\$ 500.00	\$ 6,000.00
2	El Dorado Park East Area 2 (Including Dog Park)	140.41	25.07	\$ 9,500.00	\$ 114,000.00
3	El Dorado Park East Area 3	121.10	72.88	\$ 13,450.00	\$ 161,400.00
4	El Dorado Nature Center (Area 1)	2.89	85.94	\$ 5,050.00	\$ 60,600.00
5	El Dorado West	90.96	22.88	\$ 13,450.00	\$ 161,400.00
6	Heartwell Park	98.03	13.65	\$ 15,450.00	\$ 185,400.00
7	Lilly Park	0.17	0.14	\$ 400.00	\$ 4,800.00
8	Pan American Park	9.22	3.07	\$ 5,500.00	\$ 66,000.00
9	Rosie the Riveter Park	2.83	0.54	\$ 3,500.00	\$ 42,000.00
10	Wardlow Park	10.88	2.94	\$ 4,750.00	\$ 57,000.00
12	<b>Library Services Department sites</b>				
12a	Bach 4055 Bellflower Blvd	0.19	0.67	\$ 350.00	\$ 4,200.00
12b	El Dorado 2900 Studebaker Rd	0.16	0.24	\$ 350.00	\$ 4,200.00
13	<b>Police Department site</b>				
13a	Police Academy and Range 7290 Carson Street	1.84	3.47	\$ 1,800.00	\$ 21,600.00
14	<b>Public Works Department site</b>				
14a	Temple & Willow 2600 Temple; 2929 E Willow; 3111 E. Willow	0.00	1.61	\$ 2,500.00	\$ 30,000.00
<b>TOTAL ACREAGE AND RATES</b>		<b>479.56</b>	<b>233.20</b>	<b>\$ 76,550.00</b>	<b>\$ 918,600.00</b>

**STREETS BASE BID**

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
1	Bellflower Blvd (Willow St to Del Amo Blvd)	6.06	\$ 2,500.00	\$ 30,000.00
2	Claremore Ave (Spring St to Cramer St)	0.07	\$ 200.00	\$ 2,400.00
3	Clark Ave (Willow St to Conant St)	1.64	\$ 1,800.00	\$ 21,600.00
4	Conant St (Clark Ave to Woodruff Ave)	0.87	\$ 1,000.00	\$ 12,000.00
5	Del Amo Blvd South Service Rd (N side Lakewood Blvd to Clark Ave)	0.45	\$ 200.00	\$ 2,400.00
6	El Dorado Dr (Lilly Ave to Wardlow Rd)	0.09	\$ 125.00	\$ 1,500.00
7	Harco St (Bellflower Blvd to Woodruff Ave)	0.38	\$ 250.00	\$ 3,000.00
8	Lakewood Blvd (Willow St to Del Amo Blvd)	2.30	\$ 400.00	\$ 4,800.00

**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
AREA 2**

**Exhibit A**

**STREETS BASE BID (Continued)**

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
9	<b>Los Coyotes Diag</b> (Willow St to Carson St, includes W of Flood Control from Woodruff to Palo Verde)	5.66	\$ 3,400.00	\$ 40,800.00
10	<b>Mezzanine Way</b> (Clark Ave to Woodruff Ave)	0.91	\$ 1,800.00	\$ 21,600.00
11	<b>Monlaco Rd</b> (Clark Ave to Woodruff Ave)	0.86	\$ 1,800.00	\$ 21,600.00
12	<b>Palo Verde Ave</b> (Willow St to Barbanell St & Los Coyotes Diagonal to Conant E & W of Flood Control)	0.48	\$ 1,400.00	\$ 16,800.00
14	<b>Spring St</b> (Junipero Ave to East City limit)	9.04	\$ 3,500.00	\$ 42,000.00
15	<b>Studebaker Rd</b> (Willow St to Los Coyotes Diagonal)	5.03	\$ 4,100.00	\$ 49,200.00
16	<b>Wardlow Rd</b> (Clark Ave to East City limit)	4.14	\$ 3,400.00	\$ 40,800.00
17	<b>Willow St</b> (Temple Ave to East City limit)	9.32	\$ 3,500.00	\$ 42,000.00
18	<b>Woodruff Ave</b> (Willow St to Carson St)	4.21	\$ 3,350.00	\$ 40,200.00
19	<b>San Anseline Ave</b> (Spring St to Conant St)	0.92	\$ 2,100.00	\$ 25,200.00
<b>TOTAL ACREAGE AND RATES</b>		<b>52.43</b>	<b>\$ 34,825.00</b>	<b>\$ 417,900.00</b>

*The sites listed below will require quarterly weed abatement and trimming, and monthly debris and litter pick up.*

**PARKS**

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Per Month	Rate Per Per Year
1	<b>El Dorado Nature Center Expansion</b> (South of Willow - Habitat Area)	0.00	8.47	\$ 2,000.00	\$ 24,000.00
2	<b>San Gabriel River Greenway</b> (Undeveloped) (Atherton St. to Spring St.)	0.00	27.29	\$ 3,000.00	\$ 36,000.00
<b>TOTAL ACREAGE AND RATES</b>		<b>0.00</b>	<b>35.76</b>	<b>\$ 5,000.00</b>	<b>\$ 60,000.00</b>

## RFP PR17-022 BAFO FINAL PRICING WORKSHEET

## AREA 2

## Exhibit A

## STREETS

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
1	29 <sup>th</sup> St (N Panel from Temple Ave to Redondo Ave)	0.80	\$ 250.00	\$ 3,000.00
2	Bloomfield Ave (Wardlow Rd to Woodson St)	0.25	\$ 350.00	\$ 4,200.00
3	Carson St (Lakewood Blvd to Pioneer Blvd & Parkway at 4103 Hackett Ave)	5.56	\$ 1,000.00	\$ 12,000.00
4	Frontage St (S Panel from Nipomo Ave to Los Santos Dr)	0.05	\$ 125.00	\$ 1,500.00
5	Norwalk Blvd (Coyote Creek to Woodson St)	0.62	\$ 400.00	\$ 4,800.00
6	Ocana Ave (Island at Hanbury St)	0.02	\$ 90.00	\$ 1,080.00
7	Parkcrest St (N Panel from Palo Verde Ave to Studebaker Rd)	0.07	\$ 175.00	\$ 2,100.00
8	Sebren Ave (Island at Hanbury St)	0.02	\$ 125.00	\$ 1,500.00
9	Woodson St (Panel at Dead-end West of Bloomfield Ave)	0.01	\$ 90.00	\$ 1,080.00
<b>TOTAL ACREAGE AND RATES</b>		<b>7.40</b>	<b>\$ 2,605.00</b>	<b>\$ 31,260.00</b>

## BID SUMMARY

	Rate Per Month	Rate Per Year
Total Base Bid Amount (Area 2)	\$ 118,980.00	\$ 1,427,760.00





**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
AREA 4**

**Exhibit A**

**PARKS BASE BID**

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Per Month	Rate Per Per Year
1	Alamitos Park	0.23	0.07	\$ 95.00	\$ 1,140.00
2	Bayshore Parkway (2nd St to Appian Way)	1.02	0.71	\$ 295.00	\$ 3,540.00
3	Bayshore Playground	0.00	0.98	\$ 295.00	\$ 3,540.00
4	Beach Maintenance	0.00	0.03	\$ 25.00	\$ 300.00
5	Beach Restroom B-62 (41 62nd Pl)	0.00	0.03	\$ 95.00	\$ 1,140.00
6	Beach Restroom B-72 (7190 E Ocean Blvd)	0.00	0.07	\$ 95.00	\$ 1,140.00
7	Beach Restroom BS-2 (196 Bay Shore Ave)	0.00	0.09	\$ 95.00	\$ 1,140.00
8	Belmont Plaza Park	1.04	0.60	\$ 450.00	\$ 5,400.00
9	Belmont Temporary and Outdoor Pools	0.00	0.46	\$ 95.00	\$ 1,140.00
10	Belmont Veterans Pier and Plaza	0.00	1.64	\$ 295.00	\$ 3,540.00
11	Belmont Veterans Pier Parking Lot (North Planter along Allin St only)	0.00	0.09	\$ 25.00	\$ 300.00
12	Bixby Park and Dog Park (North of Ocean Blvd)	7.79	3.27	\$ 1,950.00	\$ 23,400.00
13	Bixby Park (S of Ocean Blvd, plus hardscape only on bluff face)	2.83	0.69	\$ 2,950.00	\$ 35,400.00
14	Bluff Park (Ocean to Railing plus stairwells only on bluff face)	6.18	1.26	\$ 2,950.00	\$ 35,400.00
15	Bouton Creek Park	0.76	0.08	\$ 450.00	\$ 5,400.00
16	Carroll Park	0.66	0.07	\$ 345.00	\$ 4,140.00
17	Channel View Park	4.52	0.83	\$ 2,250.00	\$ 27,000.00
18	College Estates Park	1.73	0.53	\$ 1,750.00	\$ 21,000.00
19	The Colonnade Park	0.22	0.08	\$ 295.00	\$ 3,540.00
20	Colorado Lagoon (Playgroup, Alamitos Heights Park + Monrovia & 6th)	3.25	4.11	\$ 1,950.00	\$ 23,400.00
21	Colorado Lagoon Parking Lot (South of Colorado St at Appian Wy)	0.00	0.11	\$ 25.00	\$ 300.00
22	Davies Launch Ramp	0.33	1.23	\$ 295.00	\$ 3,540.00
23	Dennis Williams Greenway	0.31	0.42	\$ 295.00	\$ 3,540.00
24	Freeman Community Center	0.00	0.23	\$ 50.00	\$ 600.00
25	Granada Parking Lot	0.73	1.48	\$ 195.00	\$ 2,340.00
26	Jack Nichol Park	1.40	2.32	\$ 2,750.00	\$ 33,000.00
27	La Bella Fontana di Napoli (Naples Fountain)	0.21	0.16	\$ 550.00	\$ 6,600.00

**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
AREA 4**

**Exhibit A**

**PARKS BASE BID (Continued)**

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Per Month	Rate Per Per Year
28	Leeway Sailing Center	0.00	0.08	\$ 10.00	\$ 120.00
29	Livingston Drive Park	1.20	0.93	\$ 1,450.00	\$ 17,400.00
30	Los Altos Park	4.45	0.48	\$ 2,450.00	\$ 29,400.00
31	Los Altos Plaza Park	0.55	0.29	\$ 450.00	\$ 5,400.00
32	Marina Vista Bikepath (Eliot St from Boathouse Ln to Spinnaker Bay Dr)	0.00	0.52	\$ 195.00	\$ 2,340.00
33	Marina Vista Park	16.04	2.04	\$ 3,850.00	\$ 46,200.00
34	Marine Park (Mothers Beach)	2.97	1.42	\$ 1,700.00	\$ 20,400.00
35	Marine Stadium	1.50	3.75	\$ 1,550.00	\$ 18,600.00
36	Marine Stadium - End Beach (North Marine Stadium along Eliot St to Fire Station)	1.21	1.28	\$ 1,150.00	\$ 13,800.00
37	Naples School Tennis Courts	0.00	0.35	\$ 95.00	\$ 1,140.00
38	Orizaba Park (Including SE corner of 14th St & Orizaba Ave)	2.07	1.90	\$ 1,950.00	\$ 23,400.00
39	Overlook Park	0.29	0.21	\$ 295.00	\$ 3,540.00
40	Plaza Zaferia Park	0.81	0.02	\$ 450.00	\$ 5,400.00
41	Recreation Park (Including Joe Rodgers Field, B.J. King Tennis Center, & Dog Park)	39.03	14.63	\$ 4,450.00	\$ 53,400.00
42	Red Car Greenway	0.00	3.70	\$ 450.00	\$ 5,400.00
43	Rose Park	0.63	0.11	\$ 550.00	\$ 6,600.00
44	Rotary Centennial Park	0.45	0.73	\$ 2,000.00	\$ 24,000.00
45	Spinnaker Bay Park	0.44	0.07	\$ 345.00	\$ 4,140.00
46	Stearns Park	16.76	5.38	\$ 3,600.00	\$ 43,200.00
47	Trolley Park (Redondo Ave & 2nd St)	0.14	0.02	\$ 50.00	\$ 600.00
48	Treasure Island Park	0.09	0.01	\$ 25.00	\$ 300.00
49	Valparaiso Plaza Park	0.38	0.20	\$ 50.00	\$ 600.00
50	Whaley Park	10.69	3.06	\$ 2,800.00	\$ 33,600.00
51	Will Rogers Mini Park	1.78	0.02	\$ 450.00	\$ 5,400.00
52	Health Department site				
52a	Main Health Building 2525 Grand Ave	0.77	4.86	\$ 950.00	\$ 11,400.00

**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
AREA 4**

**Exhibit A**

**PARKS BASE BID (Continued)**

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Per Month	Rate Per Per Year
53	<b>Library Services Department sites</b>				
53a	<b>Bayshore</b> 195 Bay Shore Ave	0.00	0.15	\$ 50.00	\$ 600.00
53b	<b>Brewitt</b> 4036 E. Anaheim Rd	0.00	0.10	\$ 95.00	\$ 1,140.00
53c	<b>Los Altos</b> 5614 Britton	0.03	0.13	\$ 95.00	\$ 1,140.00
54	<b>Police Department site</b>				
54a	<b>East Division</b> 3800 E Willow St	0.43	4.01	\$ 740.00	\$ 8,880.00
<b>TOTAL ACREAGE AND RATES</b>		<b>135.92</b>	<b>72.09</b>	<b>\$ 53,205.00</b>	<b>\$ 638,460.00</b>

**STREETS BASE BID**

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
1	<b>2<sup>nd</sup> St</b> (Bayshore Ave to Marina Dr)	1.20	\$ 295.00	\$ 3,540.00
2	<b>2<sup>nd</sup> St</b> (Livingston Dr to Bayshore Ave & Marina Dr to East City Limit)	2.25	\$ 940.00	\$ 11,280.00
3	<b>5 Points</b> (Stearns St NW and S/E corners at Los Coyotes Diag & Clark Ave)	0.27	\$ 95.00	\$ 1,140.00
4	<b>6th St</b> (Park Ave to Molina Ave)	4.00	\$ 295.00	\$ 3,540.00
5	<b>10<sup>th</sup> St</b> (Island at Grand Ave)	0.08	\$ 25.00	\$ 300.00
6	<b>Appian Way</b> (South Panels from Park Ave to Nieto Ave, island E of Nieto Ave)	0.50	\$ 95.00	\$ 1,140.00
7	<b>Atherton St</b> (Bellflower Blvd to East City Limit)	2.96	\$ 450.00	\$ 5,400.00
8	<b>Bellflower Blvd</b> (Atherton St to Willow St)	1.88	\$ 445.00	\$ 5,340.00
9	<b>Broadway</b> (Park Ave to East of Nieto Ave)	0.30	\$ 95.00	\$ 1,140.00
10	<b>Bryant Dr and Circle</b> (Bryant Rd to El Cedral St)	0.29	\$ 95.00	\$ 1,140.00
11	<b>Bryant Rd / Los Altos Ave</b> (Islands at Anaheim St)	0.05	\$ 10.00	\$ 120.00
12	<b>Colonnade Canal</b> (East West Parkways South of The Toldeo)	0.18	\$ 30.00	\$ 360.00
13	<b>Frontage St</b> (S Panel along 405 Fwy from Nipomo Ave to Los Santos Dr)	0.05	\$ 10.00	\$ 120.00
14	<b>Lakewood Blvd</b> (Traffic Circle to Willow St)	1.86	\$ 195.00	\$ 2,340.00
15	<b>Livingston Dr</b> (Euclid Ave to 2nd St & at St Joseph Ave & Argonne Ave)	2.68	\$ 195.00	\$ 2,340.00
16	<b>Los Altos Plz</b> (East of PCH)	0.04	\$ 10.00	\$ 120.00
17	<b>Los Coyotes Diagonal</b> (Traffic Circle to Willow St)	2.46	\$ 790.00	\$ 9,480.00
18	<b>Ocean Blvd</b> (Termino Ave to 72nd Pl, includes South panel at 55th Pl)	1.99	\$ 1,140.00	\$ 13,680.00
19	<b>Park Ave and Garford St</b> (between Los Coyotes, Atherton and Clark)	0.57	\$ 195.00	\$ 2,340.00

**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
AREA 4**

**Exhibit A**

**STREETS BASE BID (Continued)**

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
20	<b>Pacific Coast Highway (PCH)</b> (Ximeno Ave to Channel Dr)	1.25	\$ 440.00	\$ 5,280.00
21	<b>Stearns St</b> (Bellflower Blvd to 405 Fwy)	1.71	\$ 790.00	\$ 9,480.00
22	<b>Studebaker Rd</b> (2nd St to Willow St)	6.56	\$ 940.00	\$ 11,280.00
23	<b>Traffic Circle &amp; PCH</b> (Circle & PCH islands to Outer Traffic Circle)	2.54	\$ 440.00	\$ 5,280.00
24	<b>Terraine Ave Cul-de-Sac</b> (North of Los Coyotes Diagonal at 405 Fwy)	0.17	\$ 95.00	\$ 1,140.00
25	<b>Woodruff Ave</b> (Islands N of 405 at McNab & S of 405 at Los Arcos St)	0.13	\$ 95.00	\$ 1,140.00
<b>TOTAL ACREAGE AND RATES</b>		<b>35.97</b>	<b>\$ 8,205.00</b>	<b>\$ 98,460.00</b>

*The sites listed below will require quarterly weed abatement and trimming, and monthly debris and litter pick up.*

**PARKS**

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Per Month	Rate Per Per Year
1	<b>Bayshore Dry Boat Storage</b>	0.00	0.21	\$ 75.00	\$ 900.00
2	<b>Marine Stadium Dry Boat Storage</b>	0.00	1.59	\$ 95.00	\$ 1,140.00
3	<b>P.E. Railway Greenbelt</b> (Undeveloped) (Grand Ave to Termino Ave)	0.00	2.34	\$ 295.00	\$ 3,540.00
4	<b>Red Car Greenway</b> (Undeveloped) (Ximeno Ave to Park Ave)	0.00	3.62	\$ 295.00	\$ 3,540.00
5	<b>Technology &amp; Innovation Department site</b>				
5a	<b>Radio Tower Site</b> 2321 Stanley Ave (need access code)	0.00	0.22	\$ 95.00	\$ 1,140.00
<b>TOTAL ACREAGE AND RATES</b>		<b>0.00</b>	<b>7.98</b>	<b>\$ 855.00</b>	<b>\$ 10,260.00</b>

**STREETS**

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
1	<b>7th St</b> (West of PCH to Los Cerritos Channel)	2.12	\$ 195.00	\$ 2,340.00
2	<b>23<sup>rd</sup> St</b> (Bellflower Blvd to Marwick Ave)	0.12	\$ 25.00	\$ 300.00
3	<b>25<sup>th</sup> St</b> (N Panel at Vernon St)	0.37	\$ 95.00	\$ 1,140.00
4	<b>Anaheim Rd</b> (N Panels, Palo Verde Ave to Studebaker Rd)	0.27	\$ 95.00	\$ 1,140.00
5	<b>Bellflower Blvd</b> (Loynes Dr to Atherton St)	2.01	\$ 740.00	\$ 8,880.00
6	<b>Bixby Village Dr</b> (Islands at Loynes Dr & at Channel Dr)	0.02	\$ 10.00	\$ 120.00
7	<b>Channel Dr</b> (PCH to 7 <sup>th</sup> St)	0.08	\$ 25.00	\$ 300.00
8	<b>Clark Ave</b> (Atherton St to Willow St + Flood Control from Stearns to Willow)	0.99	\$ 195.00	\$ 2,340.00

**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
AREA 4**

**Exhibit A**

**STREETS (Continued)**

<b>Item No.</b>	<b>Location</b>	<b>Total (Acre)</b>	<b>Rate Per Month</b>	<b>Rate Per Year</b>
9	<b>College Park Dr</b> (N Panels, Studebaker Rd to San Gabriel River)	1.26	\$ 195.00	\$ 2,340.00
10	<b>Hathaway Ave</b> (N Panel from Redondo Ave to Termino Ave)	0.38	\$ 95.00	\$ 1,140.00
11	<b>Hidden Lane</b> (N Panel along 405 Fwy from Los Cerritos Channel to Studebaker)	0.11	\$ 25.00	\$ 300.00
12	<b>Loynes Dr - North &amp; Center Median</b> (Bellflower to Studebaker + S Panel at E end of Mobile Home Park)	2.89	\$ 295.00	\$ 3,540.00
13	<b>Margo Ave</b> (W Panel, 6 <sup>th</sup> St to 7 <sup>th</sup> St)	0.23	\$ 95.00	\$ 1,140.00
14	<b>Marwick Ave</b> (E Panel, Stearns St to Los Arcos St)	0.22	\$ 95.00	\$ 1,140.00
15	<b>Palo Verde Ave</b> (Anaheim St to Willow St)	1.19	\$ 95.00	\$ 1,140.00
16	<b>Theresa St</b> (N Panel Lot West of Ximeno Ave)	0.54	\$ 95.00	\$ 1,140.00
17	<b>Vernon St</b> (N Panels from Ximeno to Clark + Ocana to Fanwood)	0.31	\$ 75.00	\$ 900.00
18	<b>Vista Roundabouts</b> (8, from Orizaba Ave to Argonne Ave)	0.05	\$ 50.00	\$ 600.00
19	<b>Woodruff Ave N &amp; S</b> (Panels along 405 to Palo Verde Ave)	0.57	\$ 95.00	\$ 1,140.00
<b>TOTAL ACREAGE AND RATES</b>		<b>13.73</b>	<b>\$ 2,590.00</b>	<b>\$ 31,080.00</b>

**BID SUMMARY**

	<b>Rate Per Month</b>	<b>Rate Per Year</b>
<b>Total Base Bid Amount (Area 4)</b>	<b>\$ 64,855.00</b>	<b>\$ 778,260.00</b>

RFP PR17-022 NEGOTIATED CHANGES WORKSHEET  
AREA 4

**Exhibit A**

**STREETS BASE BID**

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
4	6th St (Flint Ave to Park Ave)	0.15	\$ 55.00	\$ 660.00
<b>TOTAL ACREAGE AND RATES</b>		<b>0.15</b>	<b>\$ 55.00</b>	<b>\$ 660.00</b>

Add Section

The sites listed below will require quarterly weed abatement and trimming, and monthly debris and litter pick up.

**PARKS**

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Month	Rate Per Year
4	Red Car Greenway (Undeveloped) (Ximeno Ave to Park Ave)	0.00	-3.62	\$ (295.00)	\$ (3,540.00)
5	Technology & Innovation Department site				
5a	Radio Tower Site 2321 Stanley Ave (need access code)	0.00	0.22	\$ 95.00	\$ 1,140.00
<b>TOTAL ACREAGE AND RATES</b>		<b>0.00</b>	<b>-3.40</b>	<b>\$ (200.00)</b>	<b>\$ (2,400.00)</b>

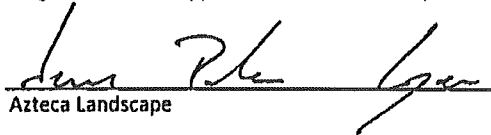
Duplicate Item Parks #42

Increase service to monthly

	Rate Per Month	Rate Per Year
Total Supplemental Change Amount (Area 4)	\$ (145.00)	\$ (1,740.00)

Original Bid Amount \$64,855.00 \$778,260.00

Original Bid with Supplemental \$ 64,710.00 \$ 776,520.00

  
Azteca Landscape

**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
SUPPLEMENTAL COSTS**

**Exhibit A**

Item No.	Description	Quantity	UOM	Unit Price	Total Amount
1	Install Irrigation:				
	a. 1" RCV	50	EA	\$225.00	\$11,250.00
	b. 100' 1" sch. 40 lateral lines	250	Per 100'	\$100.00	\$25,000.00
	c. RB 1806 pop up	500	EA	\$15.00	\$7,500.00
	d. Valve / quick coupler box	50	EA	\$25.00	\$1,250.00
2	Organic seed topper (not steer manure)	100	CY	\$45.00	\$4,500.00
3	Ortega Blend Sand (or equivalent) for sand replacement in tot lots	100	TN	\$75.00	\$7,500.00
4	Install plant replacements:				
	a. Groundcover in flats	100	EA	\$20.00	\$2,000.00
	b. 1-gallon plants	400	EA	\$8.00	\$3,200.00
	c. 5-gallon plants	250	EA	\$20.00	\$5,000.00
	d. 15-gallon plants	75	EA	\$50.00	\$3,750.00
	e. 15-gallon trees (staked)	75	EA	\$75.00	\$5,625.00
5	Install boxed trees:				
	a. 24" box specimen (staked)	24	EA	\$325.00	\$7,800.00
6	4" Grind, screened mulch	100	CY	\$20.00	\$2,000.00

AS-NEEDED MISCELLANEOUS SERVICES UNIT WORK COSTS			
Item No.	Description	UOM	Unit Cost
<b>Turf Maintenance</b>			
7	Mowing	Acre	\$125.00
8	Trash and litter removal	Acre	\$225.00
9	Edge and trim	LF	\$0.05
10	Fertilization	Acre	\$250.00
11	Aerification	Acre	\$185.00
12	Verticutting (dethatching)	Acre	\$850.00
13	Weed control	Acre	\$200.00
14	Pest control	Acre	\$150.00
15	Gopher control	Acre	\$250.00
16	Irrigation		
	a. Repairs	Acre	\$100.00
	b. Installation	Acre	\$5,500.00
<b>Groundcover, Shrub, &amp; Tree Maintenance</b>			
17	Edge and trim	LF	\$7.00
18	Weed and clean-up	Acre	\$750.00
19	Fertilization		
	a. Soil injections	Acre	\$550.00
	b. Foliar application	Acre	\$250.00
	c. Dry formulation placement	Acre	\$300.00
20	Pest control	Hour	\$70.00
21	Pruning trees (up to 12' per specifications)	EA	\$18.00
22	Encroachment pruning (100 lineal feet x 15' height)	EA	\$125.00
23	Vertical mulch trees	EA	\$75.00
24	Vegetation removal	Acre	\$650.00

**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
SUPPLEMENTAL COSTS**

**Exhibit A**

<b>Plant Material (Installed)</b>			
25	Annual color (4" container)	EA	\$7.00
26	Groundcover	Flat	\$25.00
27	1-Gallon shrub	EA	\$12.00
28	5-Gallon shrub	EA	\$25.00
29	15-Gallon shrub	EA	\$75.00
30	15-Gallon tree	EA	\$100.00
31	24" Box tree	EA	\$325.00
32	Seeded turf	SF	\$0.45
33	Sodded turf	SF	\$2.25
<b>Weed Abatement (Labor, Equipment, &amp; Materials)</b>			
34	Tractor drawn disc	Acre	\$325.00
35	Hand work / string trimmer	Acre	\$750.00
36	Flail mowing	Acre	\$300.00
37	Pre-emergent herbicide (Broadspectrum)	Acre	\$550.00
38	Post-emergent herbicide	Acre	\$350.00
<b>Bulk Materials (Labor, Equipment, &amp; Materials to Install)</b>			
39	"Angel Mix" brick dust from Corona Clay (or equivalent) a. Less than 12 CY b. Greater than 12 CY		
		CY	\$100.00
		CY	\$100.00
40	Playground sand Ortega Blend Silica Sand medium / fine texture (or equivalent) Less than 12 CY Greater than 12 CY		
		CY	\$85.00
		CY	\$85.00
41	"Fibar" wood chips for playground a. Less than 12 CY b. Greater than 12 CY		
		CY	\$85.00
		CY	\$85.00
42	Temporary vinyl construction fence a. 4' high, stakes 6' OC less than 500' b. 4' high, stakes 8' OC greater than 500'		
		LF	\$8.00
		LF	\$10.00
43	Planting bed mulch (4" grind) a. Less than 12 CY b. Greater than 12 CY		
		CY	\$45.00
		CY	\$45.00
<b>Equipment (4-Hour Minimum w/ Operator)</b>			
44	Skiploader	Hour	\$95.00
45	Vibratory roller (3,000 lb.)	Hour	\$95.00
46	Sod cutter	Hour	\$75.00
47	Machine tamp ("whacker")	Hour	\$75.00
48	Air compressor / jackhammer / 200' hose	Hour	\$85.00
49	Chipper w/ operator(s)	Hour	\$95.00
		Day	\$750.00



**RFP PR17-022 BAFO FINAL PRICING WORKSHEET  
SUPPLEMENTAL COSTS**

**Exhibit A**

<b>Erosion Control Provision (Labor, Materials, &amp; Equipment to Install)</b>			
50	Visqueen on slope including sandbags, 10' OC staked		
	a. Less than 1,000 SF	SF	\$8.00
	b. Greater than 1,000 SF	SF	\$8.00
51	Sandbags installed		
	a. Less than 100	EA	\$7.00
	b. Greater than 100	EA	\$7.00
52	Silt fence 24" installed per OC Std. Plan Detail 455		
	a. Less than 100 LF	LF	\$8.50
	b. Greater than 100 LF	LF	\$8.50
53	"Jute mesh" fabric w/ installation staples		
	a. Less than 1,000 SF	SF	\$2.50
	b. Greater than 1,000 SF	SF	\$2.50
54	4"-thick concrete sidewalk removal and replacement		
	a. Less than 500 SF	SF	\$12.00
	b. Greater than 500 SF	SF	\$12.00
<b>Miscellaneous</b>			
55	Game Court cleaning (washing)	EA	\$75.00
56	Pressure washing playgrounds / courts / picnic areas	SF	\$1.00
57	Turf – mowing only	Acre	\$100.00
58	Landscape – prune shrubs / weed removal / deadheading	SF	\$0.01

<b>HOURLY RATES</b>			
<b>Item No.</b>	<b>Position</b>	<b>Regular Time</b>	<b>Overtime</b>
59	Supervisor		\$60.00
60	Irrigation Tech		\$52.50
61	Laborer		\$37.50
62	Specialty Personnel:		
	A.		\$142.50
	B.		\$105.00
	C.		\$142.50

<b>PERCENT MARKUP</b>			
<b>Item No.</b>	<b>Description</b>	<b>UOM</b>	<b>Percent</b>
63	Percent markup for any items not listed herein	%	10.00%

# EXHIBIT “B”

City’s Representative:

Kelly Parkins, Superintendent of Park  
Maintenance

(562) 570-4895

# EXHIBIT “C”

Contractor’s Key Employees:

# AZTECA LANDSCAPE

CL #417003

City of Long Beach  
C/O City Clerk  
333 W. Ocean Blvd., Plaza Level  
Long Beach, CA 90802

Re: RFP PR17 - 22 – Ground Maintenance Services

The principal and alternate contact persons are:


<u>Contact</u>	<u>Title</u>	<u>Email</u>	<u>Cellular</u>
<b><u>Principal</u></b>			
Juan Lopez	Account Manager	<a href="mailto:juanp@aztecalandscape.com">juanp@aztecalandscape.com</a>	(951) 903-3987
Rosa Lopez	Vice President/CFO	<a href="mailto:rosa@aztecalandscape.com">rosa@aztecalandscape.com</a>	(951) 294-1271
Rita Arellanes	Contract Administrator	<a href="mailto:rita@aztecalandscape.com">rita@aztecalandscape.com</a>	(951) 903-3992

All contact persons listed above can also be reached at our corporate address, telephone number, and facsimile number as follows:

1180 Olympic Dr, Ste 207; Corona CA 92881  
(800) 794-0063 – Voice Phone  
(909) 673- 9192 – Fax Phone

If you have any questions or need further information, please do not hesitate to call.

Sincerely,



Rita Arellanes  
Contract Administrator

RMA

# EXHIBIT "D"

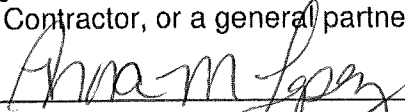
## WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

Azteca Landscape

Signature of Contractor, or a corporate officer  
of Contractor, or a general partner of Contractor

  
\_\_\_\_\_

Title: Vice President/ CFO

Date: 08/20/2018

# EXHIBIT "E"

## INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
  - A. Policy Number: AZWC921316
  - B. Name of Insurer (**NOT** Broker): Berkshire Hathaway/Redwood Fire & Casualty Insurance.
  - C. Address of Insurer: PO Box 881236 San Francisco, CA 94188
  - D. Telephone Number of Insurer: (888) 495-8949
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): See Attached List
  - B. Automobile Liability Insurance Policy Number: BKW1856693592
  - C. Name of Insurer (**NOT** Broker): Liberty Mutual Insurance
  - D. Address of Insurer: 175 Berkeley Street
  - E. Telephone Number of Insurer: (617) 357-9500
- 3) Address of Property used to house workers on this Contract, if any: \_\_\_\_\_  
None
- 4) Estimated total number of workers to be employed on this Contract: 50
- 5) Estimated total wages to be paid those workers: 1,367,600.00 Per/Yr.
- 6) Dates (or schedule) when those wages will be paid: Bi - Weekly  
\_\_\_\_\_  
(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_  
None
- 8) Taxpayer's Identification Number: ██████████

## EXHIBIT "E"

### VIN (Vehicle Identification Number)

1GCCS14H238234465  
1GCHC29U23E187972  
5TBJN32183S436294  
1GBJC34UX4E349531  
1FTYS95B95VA21642  
1GBJC34U76E224327  
1GCEC19C17Z531228  
1GCEC14C57E604051  
1GBJC34K68E175185  
1GCCS199188139145  
1GBJC34K98E174175  
1GBHC29K38E126382  
1FTRF12258KE17169  
1GBHC29K68E154399  
1GCEC14X98Z310259  
1GBJC79K79E110105  
1GCEC14X68Z326533  
1GCCS14EX88170706  
1FTKR1AD4APA56487  
1GCNCPEA7DZ264356  
2GNALBEK0G1153906

Performance Bond  
No. 024072844  
Premium: \$32,709.00

**PERFORMANCE BOND**  
**(Bond for Faithful Performance)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to **AZTECA LANDSCAPE, a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **Grounds Maintenance Services**, as described in Specification No.: RFP PR17-022.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and The Ohio Casualty Insurance Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of **Three Million Six Hundred Seventy-Five Thousand Two Hundred Seventy-Seven Dollars (\$3,675,277)** lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.



The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 8th day of August, 2018.

The Ohio Casualty Insurance Company  
Surety Name  
By: [Signature]  
Signature  
Name: Andrew Waterbury  
Printed Name  
Title: Attorney-in-Fact

Address: 790 The City Drive South, Suite 200, Orange, CA 92868  
Telephone: 714-634-5716

Andrew Waterbury  
Attorney-in-Fact  
[Signature]  
Signature

Azteca Landscape, a California corporation  
By: [Signature]  
Signature  
Name: Aurora Farias  
Printed Name  
Title: President

By: [Signature]  
Signature  
Name: Rosa M Lopez  
Printed Name  
Title: VP/CEO

**(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)**

August 23, 2018  
Approved as to form.

CHARLES PARKIN, City Attorney  
By: [Signature]  
Deputy City Attorney

August 27, 2018  
Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation  
By: [Signature]  
City Manager/City Engineer

**NOTE:**

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

**Tom Modica**  
**Assistant City Manager**  
**EXECUTED PURSUANT**  
**TO SECTION 301 OF**  
**THE CITY CHARTER**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside )

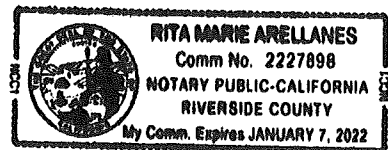
On August 21, 2018 before me, Rita Arellanes, Notary Public  
(insert name and title of the officer)

personally appeared Rosa M, Lopez , Aurora Farias,  
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 Rita Marie Arellanes (Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On August 8, 2018 before me, Kerissa Ricciardi, Notary Public  
(insert name and title of the officer)

personally appeared Andrew Waterbury,  
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  (Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8013577

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Waterbury

all of the city of Santa Ana, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of February, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 19th day of February, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of August, 20 18.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.