



# MAINTENANCE AGREEMENT FOR COMMUNITY-BASED PROJECTS ON THE PUBLIC RIGHT-OF-WAY



**MAINTAINED**  
**APPLICANT - PROJECT TO BE ~~ADOPTED~~ ~~SPONSORED~~ BY:**

ORGANIZATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS, CITY, ZIP CODE: \_\_\_\_\_

PHONE #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

COUNCIL DISTRICT: \_\_\_\_ COUNCIL OFFICE CONTACT NAME & PHONE #: \_\_\_\_\_

**PROJECT SITE** (Please be as specific as possible. If there is to be more than one site maintained by the same entity, include one copy of the Maintenance Agreement and attach an extra page with a list of all locations.)

**SITE IMPROVEMENTS INCLUDE (CHECK ALL THAT APPLY):**

- ☐ BENCH(ES)    ☐ MURAL    ☐ PLANTER(S)    ☐ COMMUNITY SIGNAGE    ☐ TRASH RECEPTACLE(S)  
☐ TABLE(S)    ☐ TREE(S)    ☐ VEGETATION    ART SCULPTURE    MOSAIC  
☐ OTHER Landscape Maintenance and Irrigation Maintenance

**SCOPE OF WORK**

Please provide a detailed SCOPE OF WORK on the Neighborhood Partnership Agreement, OR you may attach a separate document providing this information. This narrative will be used as the verbiage for a report recommending your project for adoption by the Board of Public Works.

**ENTITY CONDUCTING THE INSTALLATION OF THE PROJECT** (if different from above):

BUSINESS NAME: \_\_\_\_\_

CONTACT PERSON & POSITION: \_\_\_\_\_

PHONE #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**\*\*PLEASE INCLUDE PROPER PROOF OF INSURANCE, IF APPLICABLE—SEE PAGE 2 OF THIS AGREEMENT.**

**ENTITY MAINTAINING PROJECT / PROJECT SITE** (if different from above):

BUSINESS NAME: \_\_\_\_\_

CONTACT PERSON & POSITION: \_\_\_\_\_

PHONE #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**\*\*PLEASE INCLUDE PROPER PROOF OF INSURANCE, IF APPLICABLE—SEE PAGE 2 OF THIS AGREEMENT.**

**HOW WILL THE SITE BE MAINTAINED, AND HOW OFTEN?**

Irrigation system, in accordance with the Beverly Boulevard Pedestrian Improvement Maintenance Plan, Prepared by StreetsLA, City of Los Angeles for Pacific Vista Landscape Services Inc., dated July 2022. See said Maintenance Plan attached.

Signature of Maintaining/Co-Maintaining Group Representative  
Maintenance

Date

(PLEASE SEE PAGE 2 OF THIS AGREEMENT)

**OCB Office use only:**

Intake date: \_\_\_\_\_ Initials: \_\_\_\_\_

AAM Application #: \_\_\_\_\_

**PLEASE ADDRESS ALL INQUIRIES TO:**

City of Los Angeles, Board of Public Works, Office of Community Beautification  
200 North Spring Street, Room 356, Los Angeles, CA 90012 Phone: (213) 820-4859  
FORM VERSION: NOVEMBER, 2020



# MAINTENANCE AGREEMENT FOR COMMUNITY-BASED PROJECTS ON THE PUBLIC RIGHT-OF-WAY



(NAME OF GROUP OR ORGANIZATION \_\_\_\_\_) (MAINTAINING THE PROJECT)

(hereafter referred to as the "GROUP,") agree(s) to maintain the site improvements installed through the Adopt-a-Median Program, in perpetuity, or until the City of Los Angeles (hereafter referred to as the "CITY") ~~requests that said improvements be removed.~~ <sup>removes,</sup> If the GROUP can no longer maintain the project and/or wishes to relinquish their maintenance responsibility of the project, I understand that the GROUP is responsible for ~~either finding another maintenance entity willing to enter into a new Maintenance Agreement, OR restore the project site to its original state, and will comply with any directives/advice from the CITY,~~ notifying the CITY in writing to formally relinquish maintenance responsibilities.

If site improvements are damaged, destroyed, or become hazardous, I understand it is the GROUP'S responsibility to ~~immediately remove them, to the satisfaction of the CITY. In the event the project is damaged and the GROUP does not fulfill its responsibility to remove any/all part(s) of the project, City forces will provide removal, and the GROUP will be invoiced to reimburse the CITY for removal costs. I understand the GROUP may replace damaged, destroyed or hazardous items in kind and the CITY is not responsible for replacement. I understand that permits issued for this project are revocable, and the CITY does not indefinitely guarantee permission to install/maintain these site improvements. I understand the CITY may, without prior notice, request that the permitted items at this location may be removed and/or relocated. The GROUP agrees to immediately comply with any such request by the CITY, when/if asked to do so, notify the CITY, so that the CITY can address at their sole discretion and expense.~~

I understand that if a 3<sup>rd</sup> party commercial business entity is contracted by the GROUP to construct and/or work on, or provide maintenance to the project site, they are not covered under the CITY'S insurance, and the FOLLOWING SECTION SHALL APPLY (appropriate proof of insurance for said entity will be submitted to the Office of Community Beautification):

#### Pursuant to the Recommendation of the City of L.A.'s Risk Management Office:

*"The CITY must be included as an "Additional Insured" in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an "Additional Named Insured" and a "Loss Payee" as its interests may appear in property insurance in which the CITY has an interest, e.g., as a lien holder."*

*Please also refer to the provided "Instructions and Information on Complying with City Insurance Requirements," item number 3, second paragraph, first sentence. The certificate holder name and address should appear as follows:*

**City of Los Angeles and its Agencies, Boards and Depts.**

**200 North Main Street, City Hall East, Rm. 1240, Los Angeles, CA 90012**

With this Agreement, the City of Los Angeles/Department of Public Works/Office of Community Beautification agrees to:

- Assist community groups through project review, Board of Public Works adoption, and the permitting process.
- Waive the fees for the A-Permit and Revocable Permit associated with the project.
- Provide liners upon request for the trash receptacles.
- Provide graffiti removal services, free of charge, when possible.
- Provide short term loans on hand tools for use on the beautification project.
- Provide limited liability coverage (for the sponsoring volunteer group named above ONLY) through the City of Los Angeles: Commercial general liability - Hazard (2) Coverage applies to all facets of the project approved by the CITY

I understand that the following conditions are part of Adopt-a-Median Project process:

- Adopt-a-Median projects generally undergo review by StreetsLA / Bureau of Street Services prior to any issuance of permits.
- Projects that may pose a visibility issue undergo review by the Department of Transportation.
- Structural components/anything permanently affixed to the public right-of-way, or usage of any materials deemed as "non-standard," are reviewed by the Bureau of Engineering.
- Any lighting/electrical or any involvement with a street light pole, is reviewed by the Bureau of Street Lighting
- ~~MURALS: Apply for mural registration with the City of L.A. Department of Cultural Affairs. A required anti-graffiti coating (up to 450 sq ft) is provided FREE OF CHARGE, after mural is installed. Please call 311 to report graffiti.~~
- TREES: Must comply with guidelines established by the City of L.A. Urban Forestry Division, Department of Public Works. Trees are to be watered on a regular basis, and trimmed as needed.
- VEGETATION: GROUP will maintain the vegetation and keep the site free from weeds, debris, and litter.
- ~~TRASH RECEPTACLE: GROUP will empty trash receptacle as needed and replace the plastic liner.~~
- ~~BENCHES/TABLES/OTHER STATIONARY OBJECTS: GROUP will provide periodic cleaning.~~
- ~~PLANTERS: GROUP will water on a regular basis and provide periodic cleaning.~~
- ~~COMMUNITY SIGNAGE: GROUP will provide periodic cleaning, and maintenance of lighting (if necessary).~~
- IRRIGATION SYSTEMS: GROUP will conduct repairs and replacement of irrigation components, if necessary.
- ~~LIGHTING/ELECTRICAL: GROUP will maintain and report any issues/difficulties to COB immediately~~

Group representative's signature \_\_\_\_\_ Date: \_\_\_\_\_

#### PLEASE ADDRESS ALL INQUIRIES TO:

City of Los Angeles, Board of Public Works, Office of Community Beautification  
200 North Spring Street, Room 356, Los Angeles, CA 90012 Phone: (213) 820-4859  
FORM VERSION: NOVEMBER, 2020

# ***Beverly Boulevard Pedestrian Improvements*** **MAINTENANCE PLAN**

Prepared by StreetsLA, City of Los Angeles  
for Pacific Vista Landscape Services Inc.  
July 2022

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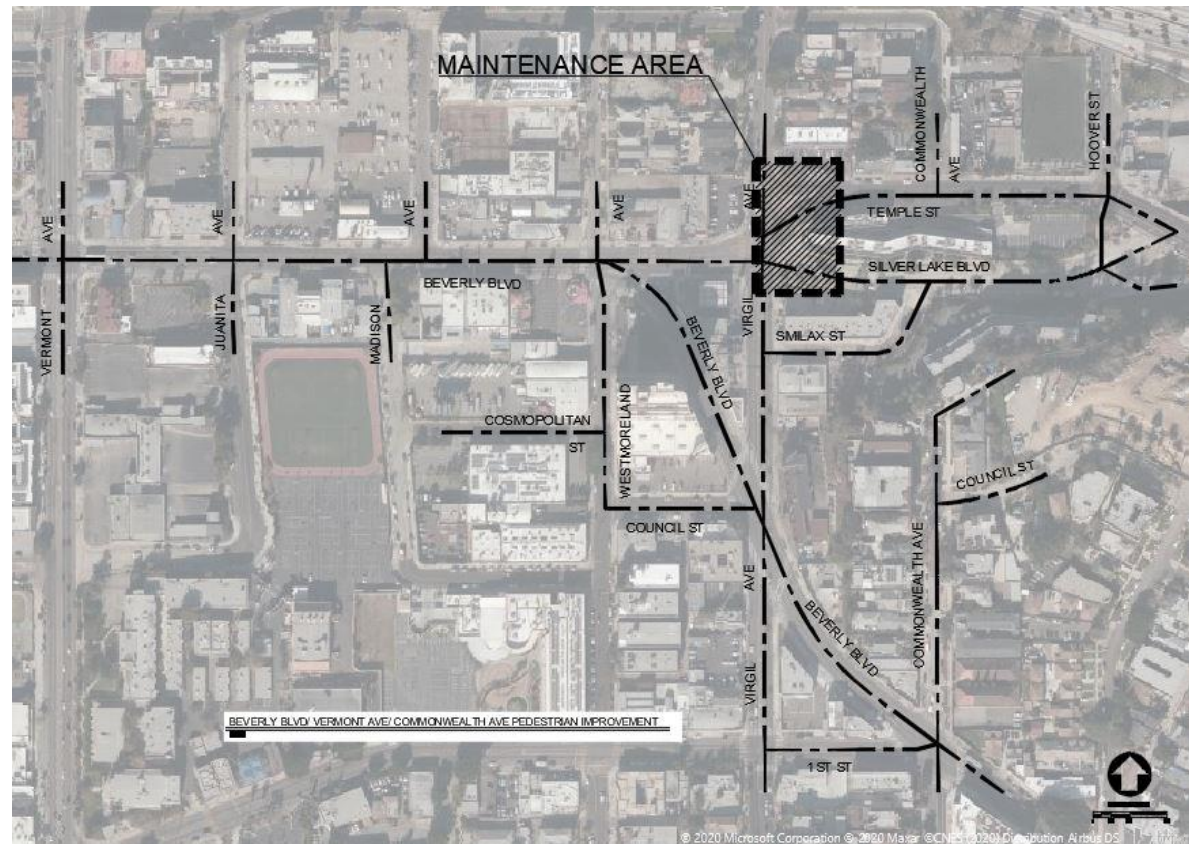
## OVERVIEW:

The scope of maintenance work shall include planting and irrigation maintenance. The maintenance area consists of a 1665 S.F. median at the intersection of Virgil Ave and Temple St, and a 435 S.F bump-out in front of Camino Nuevo High School.

Landscape Maintenance of shall include tree, shrub, and groundcover maintenance (including trimming, pruning, edging, staking); weed control; pest control; irrigation (including repair or replacement of irrigation systems and any damaged vegetation caused by contractor).

The contractor shall furnish all labor, equipment, materials, and supervision required to properly maintain the landscaped areas in an exceptional condition throughout the term of the contract. All plant material which dies due to neglect or damage by the Contractor will be replaced by and at the Contractor's expense.

Note, however, all sprinklers and irrigation must be designed and installed to comply with the City of Los Angeles and the City's Department of Water & Power's drought mitigation policies and mandates. To the extent that City or State imposed water restrictions or drought mitigation policies and mandates impact the health of the plants, the contractor and/or the entity responsible for maintaining the landscaped areas will not be held responsible for damage or neglect, and it will be the City's sole responsibility to replace and re plant materials at the City's sole expense.



*1. SHRUBS:*

Shrubs shall be pruned and trimmed regularly either by hand pruning or by mechanical hedging equipment and maintained at a height of 36" or less from the top of curb. Hedging or shearing of plant material is prohibited.

*2. GROUNDCOVERS:*

Groundcovers shall be kept within designated areas. Groundcovers shall be prevented from invading shrubs or climbing trees. The edge of the groundcover shall be trimmed to a neat and uniform line, ½" parallel to the header and/or concrete curbing. Groundcover shall be trimmed to a height in accordance with natural growth and characteristics of the plant species.

*3. TREE TRIMMING:*

Pruning of all trees and shrubs shall be performed in such a manner that the natural growth characteristics of the plants are maintained. Where applicable, all trees and shrubs shall be pruned/maintained to provide traffic visibility and safety clearance for pedestrian and vehicular traffic flow. Trees shall be trimmed to a height of 13'-6" over roadways and 9' over walkways as a part of routine maintenance.

*4. TREE STAKING AND GUYING:*

Tree ties and guy wire shall be adjusted throughout the year to allow for proper trunk and height development. Removal of stakes and lodge poles shall be performed as tree trunk diameters reach a self-sustaining strength and the d.b.h. (diameter at breast height) is sufficient to withstand inclement weather.

*5. MULCH*

Maintain mulch at a depth of 3 inches in all planting areas adding new 1.5-3-inch size mulch as necessary. Mulch shall be a high-quality natural wood product free of all weeds, seeds, dyes or chemicals, and trash.



## **FERTILIZATION:**

1. Plant material shall be fertilized where there are signs of deficiencies or a desire for additional growth. The cost of fertilizer and its application are included.

## **WEED CONTROL:**

1. All weeds shall be removed by either cultivation, chemical eradication, mechanically, or by hand. Weeds are to be removed from all tree, shrub, and groundcover areas.
2. All plant shrub and groundcover beds and tree basins shall be kept weed free. Weeds growing in curbs, gutters, street walkways, or any hardscape adjacent to landscaped areas, are to be removed.

## **IRRIGATION:**

1. Irrigate as required to maintain adequate growth rate and appearance. Adequate soil moisture will be accomplished by appropriately programming the automatic sprinkler controllers.
2. The contractor shall operate the irrigation system. It is the contractor's responsibility to adjust the system to apply water in accordance with plant requirements based on soil conditions. The program shall minimize runoff.
3. Cleaning and adjusting sprinkler heads are the contractor's responsibility.
4. Water and power are to be supplied by the owner.
5. If possible, automatic controllers will be programmed to apply water during the early morning hours before 6:00am to reduce the possibility of disease and to conform to periods of low traffic. Due to unforeseen conditions, such as, fluctuations in water pressure, placement of sprinkler heads, mechanical failure, wind conditions, etc., contractor shall not be held responsible for damage to vehicles or personal property due to over-spray/water damage.
6. Valve boxes shall be maintained free and clear of vegetation.
7. Replacements to the irrigation system shall be made with parts identical to the function and quality of the original part.
8. Accidental damage due to maintenance practices/operations of contractor shall be repaired/replaced at no charge.

Note, however, all sprinklers and irrigation must be designed and installed to comply with the City of Los Angeles and the City's Department of Water & Power's drought mitigation policies and mandates. To the extent that City or State imposed water restrictions or drought mitigation policies and mandates impact the health of the plants, the contractor and/or the entity responsible for maintaining the landscaped areas will not be held responsible for damage or neglect, and it will be the City's sole responsibility to replace and re plant materials at the City's sole expense.

## **HORTICULTURE PEST CONTROL:**

1. All materials used in the landscape maintenance program must comply with local, state and federal laws. All pesticides must be applied by or under the supervision of a licensed pest control operator. State law requires that all pesticides used must be reported to the county agricultural commissioner's office.
2. Application of all materials should be carefully timed to promote positive results and promote safety.
3. Weeds in shrub and groundcover areas will be controlled by application of approved pre-emergent and post-emergent herbicide.

## **DEBRIS AND LITTER:**

1. All plant material accumulated as a result of normal maintenance operations shall be disposed of off-site in a legal manner.
2. Debris and litter shall be removed on scheduled service date from all landscaped areas.
3. All areas shall be kept free of weeds and debris. Soil and debris shall be cleared from all curbs, gutters, and adjacent walkways.



## PLANT PALETTE:

### TREES



Jacaranda mimosifolia

### SHRUBS



Aloe striata



Artemisia 'Powis Castle'





Cordyline x. 'Festival Burgundy'



Lavandula a. 'Thumbelina Leigh'



Mimulus 'Jelly Bean Red'



Senecio serpens