

Landscape and Irrigation Maintenance Contract Documents and Specification



City of Azusa Parks Division 2022-2025

**Public Works Department, Parks and Facilities Division
320 N. Orange Place
Azusa, CA. 91702**

CITY OF AZUSA
RECREATION AND FAMILY SERVICES DEPARTMENT

PARK DIVISION
PROJECT NO. PK 22-25

BIDS & SPECIFICATIONS
FOR THREE YEAR CONTRACT (7/1/22 – 6/30/25)
FOR LANDSCAPE AND IRRIGATION MAINTENANCE
OF VARIOUS MEDIAN ISLANDS, PUBLIC FACILITIES,
AND RIGHT-OF-WAYS

CITY COUNCIL

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ANDREW N. MENDEZ
MAYOR PRO TEM

JESSE AVILA, JR
COUNCIL MEMBER

DENISE BECKWITH
COUNCIL MEMBER

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CITY MANAGER

ROBERT DELGADILLO, P.E.
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

ROY CHAVEZ
PUBLIC WORKS SUPERINTENDENT-PARKS and FACILITIES

LANDSCAPE AND IRRIGATION MAINTENANCE CONTRACT
PROJECT NO. PK 19-22

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00 22-25 Notice of Inviting Bids

NOTICE IS HEREBY GIVEN that the City Council of the City of Azusa ("City") invites and will receive sealed Bids up to but not later than **10 a.m. on Wednesday, April 20, 2022** at the office of the **City Clerk's Department**, located at 213 E. Foothill Boulevard, Azusa, CA 91702, for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for **Landscape and Irrigation Maintenance Contract** (the "Project"). At said time, Bids will be publicly opened and read aloud at the City Office. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

The work included and provided in these specifications shall consist of furnishing all necessary labor, all necessary equipment and miscellaneous materials to perform all necessary work as specified in the City of Azusa Public Works - Parks Division Landscape and Irrigation Maintenance specification to the satisfaction of the City of Azusa Park Superintendent or his designee.

Bids must be submitted on the City's Bid Forms. Bidders may obtain a copy of the Contract Documents from the **www.azusaca.gov**, or at **Public Works Engineering** at: **729 N. Azusa Ave. Suite 2B, Azusa CA 91702**, **rchavez@azusaca.gov** or **626-812-5259** for **\$0.00**. A non-refundable charge of **Ten Dollars \$10.00** will be required of any bidder who requests that the Contract Documents be mailed within California (costs for out-of-state mailings will be higher). To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

Bids must be submitted on the City's Bid Forms. Bidders may obtain a copy of the Contract Documents from **www.azusaca.gov**, or **Public Works Engineering office at 729 N. Azusa Suite 2B Azusa, CA 91702, (626) 812-5259**. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on **www.azusaca.gov**. It is the responsibility of each prospective bidder to check **www.azusaca.gov** on a daily basis through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on ci.azusa.ca.us may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by **www.azusaca.gov**.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of Azusa as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

A **MANDATORY** Pre-Bid Conference is scheduled for **April 6, 2022 at 10:00 a.m.** to review the Project's existing conditions at **Memorial Park, 320 N. Orange Place, Azusa CA 91702**. Representatives of the City and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference. **Bids will not be accepted from any bidder who did not attend the mandatory Pre-Bid Conference.**

The successful Bidder will be required to furnish a Faithful **Performance Bond and a Labor and Material Payment Bond** each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by City to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Los Angeles County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/

In addition, a copy of the prevailing rate of per diem wages is available at the **City's Public Works Engineering Office** and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: **C- 27**.

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the City may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

City shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the City from the **BASE BID ALONE**. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact **Roy Chavez, Public Works Superintendent - Parks and Facilities, at rchavez@azusaca.gov or 626-812-5259**.

Preliminary schedule as follows:

Notice of Inviting Bids -	March 22, 2022
Mandatory Job Walk –	April 6, 2022
Formal Bid Opening –	April 20, 2022
Council Approval/Bid Award –	May 2, 2022
Notice to Proceed –	July 1, 2022

END OF NOTICE INVITING BIDS

LANDSCAPE AND IRRIGATION MAINTENANCE CONTRACT
PROJECT NO. PK 22-25

INSTRUCTION TO BIDDERS

1. SECURING DOCUMENTS

Bid and Contract Documents may be secured from the City of Azusa website www.azusaca.gov, or **Public Works Engineering office at 729 N. Azusa Ave. Suite 2B Azusa, CA 91702, (626) 812-5259**. A fee of \$0.00 will be charged for each set of plans and specifications, and \$10.00 if requested by mail.

2. EXAMINATIONS OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, WORK SITE

The bidder shall examine carefully the site of the proposed work, and the Notice Inviting Bids, plans, specifications, and Contract Documents. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of said Notice Inviting Bid, plans, specifications, and Contract Documents.

3. PROPOSAL

Bids, to receive consideration, shall be made in accordance with the following instructions:

- A. Bids shall be made upon the forms provided therefore in the proposal, with all items which the bidder is bidding properly filled out; numbers shall be stated in writing and in figures, signatures of all persons signing shall be in longhand; completed forms shall be without interlineation, alterations, or erasures.
- B. All bids submitted shall include in the lump sum or unit prices bid, all sales, or other taxes of City, State, or Federal Government of ever nature in effect at the time of bidding.
- C. Bids shall not contain any recapitulation of the work to be done. Alternate proposals will not be considered unless called for. No oral, telegraphic, telephonic proposals, or modifications will be considered.
- D. All Proposals or Bids shall be accompanied by a check payable to the City of Azusa for the amount not less than ten percent (10%) of the aggregate of the Proposal, certified by a responsible bank, or by a Bidder's Bond for the said amount and so payable. Said check, or bond shall be given as a guarantee that the Bidder will enter into a Contractor if awarded the work and in case of refusal or failure to enter into a Contract, the check or bond, as the case may be, will be collected by the City of Azusa as provided by law.
- E. Before submitting a bid, each bidder shall carefully examine and read the specifications and the forms of other parts of the contract documents, visit the work-site, fully inform himself as to all existing conditions and limitations, and shall include in his bid a sum to cover the cost of all items included in the contract.
- F. Bids shall be delivered to the City Clerk, City of Azusa, on or before the day and hour set for the opening of bids in the bid advertisement, enclosed in a sealed envelope bearing the title of the work and name of the bidder. It is the responsibility of the bidder to see that his bid is delivered in proper manner and time. If any bid is received after the scheduled closing time, it shall be returned to the bidder unopened.

4. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by telegraphic or written request, at any time prior to the scheduled opening time of bids.

5. INTERPRETATION OF PLANS AND DOCUMENTS

If any person who contemplates submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specification or other parts of the proposed contract documents, or finds discrepancies in or omissions from the specifications he may submit to the Director of Recreation and Family Services Department or his designee, a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or corrections of the proposed contract documents will be made only by addenda duly issued, and a copy of such addenda will be mailed or delivered to each person receiving a set of plans and specifications. The City of Azusa will not be responsible for any other explanation or interpretation.

6. ESTIMATED QUANTITIES

The quantities given in the plans and specification are approximate only, given as a basis of bid comparison, and the City does not expressly or by implication guarantee that the actual amount of the proposed work will correspond therewith.

7. ADDENDA

Any addenda issued before or during the time of bidding shall become a part of the contract documents and shall be covered in the bid and made a part of the contract.

8. DISQUALIFICATION OF BIDDERS

The City Council may reject any and all proposals or bids should it deem this is for the public good. A Contract shall be awarded, if at all, to the lowest responsible bidder submitting a responsive bid.

9. IRREGULAR BIDS

Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

10. MATERIAL QUALITY

- A. GENERAL. Unless otherwise specifically provided in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the available grade of their respective kinds. Whenever in the specifications any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of the manufacturer, or by catalog number, such specifications shall be deemed to be unused for the purpose of establishing a standard of quality and facilitating the description of the materials or process desired and shall be deemed to be followed by the words "or equal", and the contractor in such cases may, on written permission of the City, use any item, type or process which shall be substantially equal in every respect to that so indicated or specified. The City shall be sole judge as to the equality of the substituted article.

B. SUBSTITUTIONS. If materials other than as specified are used in bidding the work described in the Special Conditions and/or shown on the plans, the bidder shall furnish a list of such substitutions giving name and manufacturer of each item to be substituted in order that such items may be checked before the contract is awarded.

11. OPENING OF BIDS

Bids will be opened and publicly read aloud in the City Clerk's office, City Hall, Azusa, California. In case where only one bid is received, such bid may be properly opened and read aloud in the usual manner, and accepted at the option of the City Council. Bidders or their representatives and other interest persons may be present at the opening and reading of bids.

12. AWARD OR REJECTION OF BID

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. The award, if made, will be made within thirty (30) days after the opening of the bids. All Bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.

13. BIDDERS SUBMITTING MORE THAN ONE BID

No person, firm, or corporation shall submit more than one bid for the same work. A person, firm or corporation who has submitted a sub-proposal to a bidder or who has quoted prices on materials and/or labor, to a bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

14. EXECUTION OF CONTRACT

The contract, bonds and required insurance documents shall be executed and filed by the successful bidder with the City Clerk of the City of Azusa not later than fifteen (15) days after notification of award and mailing of the proposed contract to the successful bidder

15. RETURN OF BIDDER'S GUARANTEES

Within ten (10) days after the award of the contract, the City of Azusa will return the proposal guarantees accompanying each of the proposal which are not to be considered in making the award. All other proposal guarantees will be held until the contract has been finally executed, after which they will be returned to respective bidders whose proposals they accompanied.

16. FILING OF BID PROTEST

Bidders may file a "protest" of a contract award with the Department. In order for a Bidder's protest to be considered valid, the protest must:

- a. Be filed timely and in writing (as detailed in this Section)
- b. Clearly identify the specific accusation involved.
- c. Clearly identify the specific City recommendation being protested.
- d. Specify, in detail, the grounds of the protest and facts supporting the protest.
- e. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each and every one of these requirements, it will be rejected as invalid.

A protest regarding the recommendation award of a contract solicited by the Notice Inviting Bids must be filed in writing with the City within five (5) Calendar Days after the bid opening.

If the protest is valid, the City or other designated City staff member shall review the basis of the protest and all relevant information. The City will deny or concur with the protest and provide a written decision to the protestor. The protestor may then appeal the decision of the City to the City Council.

LANDSCAPE AND IRRIGATION MAINTENANCE CONTRACT
PROJECT NO. PK 22-25

PROJECT SCHEDULE

Submit Agenda Items – Specifications

Council Approval March 22, 2022

Advertisement in Tribune March 25, 2022

Mandatory Pre-Bid Conference April 6, 2022, 10:00 a.m. Meet at the Azusa Recreation and Parks Department offices at 320 N. Orange Place, Azusa, CA. (626) 812-5280.

Formal Bid Opening April 20, 2022
10:00 a.m. City Clerk Office
213 E. Foothill Blvd.
Azusa, CA 91702

Reference Check April 21 thru 28, 2022

Council Approval May 16, 2022

Contract Execution, Bonds May 9 thru 31, 2022

Pre-Conference Meeting June 15, 2022

Notice to Proceed June 23, 2022

Contract Commencement July 1, 2022

**CITY OF AZUSA
LANDSCAPE MAINTENANCE PROPOSAL
PROJECT NO. 22-25
BID SHEET**

The City of Azusa is requesting your Company to participate in submitting the cost to maintain the landscaping and irrigation with the highest quality possible. All proposals are to include labor and materials by the Contractor.

AREA 1: **Foothill Blvd / Santa Fe Railroad right of way with slopes on the north side from Vernon Avenue east to approximately 240 lineal feet of the railroad overpass, and on the south side starting approximately 250 lineal feet west of Orange Avenue to approximately 130 lineal feet west of the railroad overpass.**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 2 : **Foothill Blvd. / Alostia Blvd. – Center medians from the easterly City limits at Barranca Avenue to the westerly City limits.**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 3: **Citrus Avenue – Center median islands south of Alostia Blvd.**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 4: **Citrus Avenue – Center median islands north of Alostia Blvd.**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 5: **Citrus Avenue median islands south of Baseline Road / First St.**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 6: **Citrus Avenue – Caltrans on / off ramp on the west side of Citrus Avenue South of the 210 Freeway.**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 7: First St. / Baseline Road – Center median islands west of Citrus to Fenimore Avenue.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 8: First Street – Center Median Island between Dalton Avenue and Alameda Avenue.

Irrigation maintenance \$ N/A per month
Landscape maintenance \$ _____ per month

AREA 9: Citrus Grove Park, 600 E. Gardenia (Rosedale Development)

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 10: First Street – Walkway west of the 210 Freeway. Overpass between First Street and San Gabriel Place.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 11: Fifth Street – Center median islands west of Alostia Blvd. to Little Dalton channel

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 12: Intersection of Fifth & Cerritos Avenue – two triangle medians north and south of Fifth Street on Cerritos, to include parkway on the N/W corner.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 13: South East corner of Fifth Street and Azusa Avenue – vacant lot

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 14: Rockvale frontage parkway south of Alostia Avenue west side of Rockvale Avenue

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 15: Pasadena Avenue -Center median south of Foothill Blvd. (Rockscape only)

Irrigation maintenance \$ N/A per month

Landscape maintenance \$ _____ per month

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AREA 16: Pasadena Avenue – Center median islands north of Foothill Blvd.

Irrigation maintenance \$ _____ per month

Landscape maintenance \$ _____ per month

AREA 17: Todd and Sierra Madre – Bike trail 1,565 LF. Includes east slope, west planter and center median.

Irrigation maintenance \$ _____ per month

Landscape maintenance \$ _____ per month

AREA 18: Gladstone Street – Frontage parkway east of Citrus Avenue to Big Dalton channel.

Irrigation maintenance \$ _____ per month

Landscape maintenance \$ _____ per month

AREA 19: Intersection of Gladstone Street and Cerritos Avenue – Four center median islands, north and south of Gladstone Street on Cerritos.

Irrigation maintenance \$ _____ per month

Landscape maintenance \$ _____ per month

AREA 20: Gladstone Street and Pasadena Avenue – Parkway on Gladstone from Pasadena to Cerritos.

Irrigation maintenance \$ _____ per month

Landscape maintenance \$ _____ per month

AREA 21: Third Street and Barbara Avenue – South side of Northrop Grumman sign.

Irrigation maintenance \$ _____ per month

Landscape maintenance \$ _____ per month

AREA 22: San Gabriel Canyon Gateway Center – 1950 N. San Gabriel Canyon Rd.

Irrigation maintenance \$ _____ per month

Landscape maintenance \$ _____ per month

AREA 23: Vernon Avenue – Center median island north of the 210 Freeway

Irrigation maintenance \$ N/A per month

Landscape maintenance \$ _____ per month

AREA 24: **Orange Place – Center median island between Third Street and Fourth Street (including parking lot)**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 25: **Heritage parking court – Parking lot behind 600 block N. Azusa Avenue downtown, between Foothill Blvd. and Sixth Street, east of San Gabriel Avenue (vacant lot on northeast corner of San Gabriel and Sixth Street not included)**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 26: **Downtown Breezeway, 600 block. N. Azusa Ave. See attached addendum for bi-weekly maintenance.**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 27: **Vernon Avenue – Center median islands between Eleventh Street and Sierra Madre Avenue**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 28: **Sierra Madre Avenue between Todd Avenue and San Gabriel Avenue, median islands.**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 29: **Canyon Park on Sierra Madre Avenue between Sunset Ave. and San Gabriel Canyon Road and between Sierra Madre Avenue and Ellsworth Street on San Gabriel Canyon Road**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 30: **Azusa Woman’s Club, 1001 N. Azusa Avenue**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 31: **Azusa Transportation Facility, 805 W. Tenth Street**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 32: **Veteran's Park – to include City Hall from Foothill Blvd. to Railroad tracks between Alameda Avenue and Dalton Avenue**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 33: **Center median islands on Alameda Avenue and Dalton Avenue between Foothill Blvd. and Railroad tracks**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 34: **Senior Center complex, 740 N. Dalton Avenue**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 35: **Azusa Police Department, 725 N. Alameda Avenue – to include court yard located on the north side of the building**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 36: **Municipal parking lot north/west corner of Foothill Blvd. and Alameda Avenue**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 37: **Second Street and San Gabriel Avenue – Median island triangle (native plant material)**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 38: **100 block S. Azusa Avenue – Caltrans 210 Freeway on / off ramps on west side of Azusa Avenue**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 39: **100 block S. Azusa Avenue – Caltrans 210 Freeway. East bound on ramp on east side of Azusa Avenue**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 40: **Azusa Avenue – Center medians between Arrow Hwy and Mobil Gas Station north of First Street**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 41: **Palm Dr. – Parkway and Center Median from railroad crossing south to Foothill Blvd.**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 42: **Edwards Park – North / East corner of Azusa Avenue and Sixth Street**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 43: **City Yard, 809 N. Angeleno**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 44: **Hwy 39, San Gabriel Canyon road, north of Sierra Madre (native plant material)**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 45: **Leo Nasser Triangle, 1375 N. Azusa Avenue (native plant material) Only North East and South East Corners (Approximately 5,600 sq. ft.)**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 46: **Letton Avenue – Parkway between Azusa Avenue and Letton Street north of Arrow Hwy, south of Newburgh.**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 47: **Downtown Azusa – From Fifth Street north to Ninth Street to include east and west parkway planters, all hardscape and irrigation and blowing of sidewalk**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 48: **Cerritos Avenue – Parkway on east side of street north of Gladstone Street north to Alford Street**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 49: **San Gabriel River Canyon Bike Trail includes trail head parking lot**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 50: **Orkney Street, West of Azusa Ave. (south side of street, Parkway).**

Irrigation maintenance \$ N/A at this time per month
Landscape maintenance \$ _____ per month
Litter Control only \$ _____ per month

AREA 51: **Azusa Rockery – Geology Park**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 52: **Citrus Crossing Parkway, 800 Blk. E. Alostia, south side (parkway only)**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 53: **Rancho Park, 1357 MacNeil Dr. (Rosedale Development)**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 54: **Promenade East and West, including round-a-bout (Rosedale Development, center parkway only)**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 55: **Azusa Avenue parkway south of Gladstone Street, east side of Azusa Avenue approximately 375' south of Payson Street**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 56: **Ridgeview Park**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 57: **Oak Hill Park**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 58: **Sierra Madre Park**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 59: **Sierra Madre Walking Path from Vosburg Ave. to MacNeil Dr.**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 60: **Olive Hill Park**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 61: **Alisal Park**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 62: **Parkways Sage Court, Gardenia and Parsons Place**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 63: **The Arroyo North and South**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 64: **Pioneer Park East Slope. Area located between existing park and Rosedale Development.**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 65: **Craftsman Park**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 66: **Promenade at Citrus and Plaza (Includes parking lot)**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 67: **Summit Park**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 68: **Encanto Parkway. Approximately 1,500 lineal feet of parkway**

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

Total Monthly Cost - \$ _____

Total Yearly Cost - \$ _____

**CITY OF AZUSA
EXTRA WORK PRICE SHEET**

<u>I. TURF MAINTENANCE</u>	<u>UNIT COST</u>
1. Mowing	\$_____ acre
2. Edge & Trim	\$_____ per 1,000 lin. Ft.
3. Fertilization (placement only)	\$_____ acre
4. Aerification (without removal of cores)	\$_____ acre
5. Thatching (including removal)	\$_____ acre
6. Weed Control	\$_____ acre
7. Pest Control	\$_____ hour
8. Irrigation	\$_____ hour
a. Repairs	\$_____ hour
<u>II. LANDSCAPE (shrub & groundcover) MAINTENANCE</u>	
1. Edge & Trim	\$_____ 1,000 lin ft.
2. Weed & Clean-up	\$_____ 10, 000 sq ft.
3. Fertilization	
a. Placement only	\$_____ acre
4. Pest Control	\$_____ hour
5. Pruning/Shrubs	\$_____ 10,000 sq ft.
6. Pruning/Tree	\$_____ over 18' each Less than 40' ea.
7. Vertical Mulch Trees	\$_____ each
8. Vegetation Removal	\$_____ acre
9. Irrigation	
a. Repairs	\$_____ hour

III. SPORTS TURF MAINTENANCE

- 1. Mowing \$ _____ acre
- 2. Trim and Edge \$ _____ linear foot
- 3. Fertilization (placement only) \$ _____ acre
- 4. Aerification (without core removal) \$ _____ acre
- 5. Thatching (including removal) \$ _____ acre
- 6. Weed Control \$ _____ acre
- 7. Pest Control \$ _____ acre

IV. PLANT MATERIAL (INSTALLED, ANY LANDSCAPE OR SPORTS TURF AREA)

- 1. Annual Color (4" container) \$ _____ each
- 2. Ground Cover \$ _____ flat
- 3. One (1) Gallon (less than 50 units) \$ _____ each
- 4. One (1) Gallon (more than 50 units) \$ _____ each
- 5. Five (5) Gallon (less than 50 units) \$ _____ each
- 6. Five (5) Gallon (more than 50 units) \$ _____ each
- 7. Fifteen (15) Gallon (less than 10 units) \$ _____ each
- 8. Fifteen (15) Gallon (more than 10 units) \$ _____ each
- 9. 24" Box Tree \$ _____ each
- 10. Seeded Turf \$ _____ sq. ft.
- 11. Sodded Turf \$ _____ sq. ft.
- 12. Stolonized Turf \$ _____ sq. ft.
- 13. Hydroseed \$ _____ sq. ft.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENT:

That we _____, as principal and _____, as surety, and held and firmly bound unto the City of Azusa in the sum of TEN PERCENT (10%) of the total amount of the bid of the principal, to be paid to the said Agency or its certain attorney, its successors and assigns, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case, shall the liability of the surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above-mentioned bid to the City of Azusa for certain maintenance specifically described as follows, for which bids are to be opened in the office of the City Clerk, Azusa, California on _____.

NOW, THEREFORE, if the aforesaid principal is awarded the contract and within the time and manner required under the specifications, after prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files the two bonds with the City of Azusa, to guarantee faithful performance and the other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event suit is brought upon this body by the obligee and judgment is recovered the surety shall pay all costs incurred by the obligee in such suits, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, this Instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

If Corporation affix
Corporate Seal

_____ (Seal)

Contractor

_____ (Seal)

_____ (Seal)

P7
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, the City Council of Azusa, State of California, by motion adopted _____ has awarded to _____ hereinafter designated as the "Principal," a contract for Project No. PK 22-25 Landscape and Irrigation Maintenance of various median islands, public facilities and right-of-ways in the city of Azusa; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Azusa to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we _____ as Principal, hereinafter designated as the Contractor and _____ as Surety, are held and firmly bound unto the City of Azusa, in the sum of _____ Dollars (\$ _____), said sum being equal to 100% of the estimated amount of contract, to be paid to the said City or it certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the above-bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform the covenants, conditions and agreements in said contract and any alteration thereof made as therein provided on his or their, to be kept and performed at the time and the manner therein specified, and in all respects according to their true intent and meaning and shall indemnify and save harmless the City of Azusa, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

P8

The said Surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms specifications accompanying the same shall be in anyway affect its obligations on this bond, and it does hereby wave notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the specification.

IN WITNESS WHEREOF, this instrument had been dully executed by the Principal and Surety above named, on the _____ day of _____, 20____.

_____(Sealed)

_____(Sealed)

_____(Sealed)

_____(Sealed)

_____(Sealed)

_____(Sealed)

_____(Sealed)

P9

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, the City Council of City of Azusa, State of California, by motion adopted _____ has awarded to _____ hereinafter designated as the "Principal," a contract for Project No. PK 22-25 Landscape and Irrigation Maintenance of various median islands, public facilities and right-of-ways in the City of Azusa; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Azusa to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we _____ as Principal, hereinafter designated as the Contractor and _____ as Surety, are held and firmly bound unto the City of Azusa, and all contractors, subcontractors, labors, material-men, and other persons employed in the performance of the aforesaid agreement and referred to in the Civil Code, in the sum of _____ Dollars (\$_____), for material furnished or labor thereon of any kind (including benefits), or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses in fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the above-bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform the covenants, conditions and agreements in said contract and any alteration thereof made as therein provided on his or their, to be kept and performed at the time and the manner therein specified, and in all respects according to their true intent and meaning and shall indemnify and save harmless the City of Azusa, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully preformed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be preformed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alterations or additions to the terms of the contractor or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument had been dully executed by the Principal and Surety above named, on the _____ of _____, 20____.

_____(Seal)

_____(Seal)

CONTRACTOR

_____(Seal)

_____(Seal)

The undersigned hereby agrees to execute the Agreement within ten (10) days of the date of Notice of Award, and further agrees that this Bid may or may not be withdrawn for a period of thirty (30) days after the date set for the opening thereof.

A check payable to the City of Azusa and certified by a responsible bank, Cashier's check, or Bidder's Bond for an amount not less than ten percent (10%) of the aggregate of the Proposal is attached hereto and is given as a guarantee that in the event of the Bidder's failure to do so within the time provided, said check or bond, as the case may be, shall be forfeited to the City of Azusa, or Surety's liability to the City of Azusa established.

The undersigned has checked carefully all words and figures inserted in the Bid Schedule and understands that the City of Azusa will not be responsible for any errors or omissions on the part of the undersigned in making up his bid.

The undersigned hereby certifies that this proposal is genuine and is no sham or collusive, or made in the interests of or in behalf of any person not herein named and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

The undersigned hereby certifies that he has received addenda number _____ and that his bid includes the cost of all additional work specified thereon.

The undersigned is licensed in accordance with the laws of the State of California.

If Corporation affix
Corporate Seal

BIDDER'S NAME

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TYPE OF ORGANIZATION
INDIVIDUAL, CO-PARTNERSHIP,
OF CORPORATION

ADDRESS _____

TELEPHONE NO. _____

LICENSE NO. & CLASSIFICATION _____

Note: In case of discrepancy between words and figures, the words shall prevail.

**CITY OF AZUSA
AGREEMENT FOR MAINTENANCE SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1 day of _____, 2022 by and between the City of Azusa, a municipal corporation of the State of California, located at 213 East Foothill Boulevard, Azusa, California 91702, (“City”) and _____, a CORPORATION with its principal place of business at _____ (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Landscape and Irrigation Maintenance** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Project No. 22-25 LANDSCAPE AND IRRIGATION OF VARIOUS MEDIAN ISLANDS, CITY PARKS, PUBLIC FACILITIES AND RIGHT OF WAYS** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **LANDSCAPE AND IRRIGATION** maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2022 to June 30, 2025** unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. The term of this agreement may be extended an additional (2) one year extensions upon approval from the City Council, unless earlier terminated as provided for herein to extended by written agreement of the parties.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **ROY CHAVEZ, PUBLIC WORKS SUPERINTENDENT - PARKS AND FACILITIES**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a

City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization

program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its subsections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto

Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Azusa, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City of Azusa, its directors, officials, officers, employees, agents and

volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the

extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed DOLLARS (\$ _____) without written approval of the CITY COUNCIL. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. SINCE the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and SINCE the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage

Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

Attn: _____

CITY:

City of Azusa

P.O. Box 880

Azusa, CA 91711

Attn: [Robert Delgadillo, Director of Public Works and City Engineer Department](#)

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with legal counsel chosen by the City and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers or agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the

City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to

conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Federal Provisions.

[SIGNATURES ON NEXT PAGE]

CITY OF AZUSA

By: _____
Robert Gonzales, City Mayor

By: _____

Attest:

Name: _____

Jeffery City Clerk

Title: _____

[If Corporation, TWO SIGNATURES, President **OR** Vice President **AND** Secretary, **AND** CORPORATE SEAL OF CONTRACTOR REQUIRED]

Approved as to Form:

Best Best & Krieger LLP

By: _____

City Attorney

Name: _____

Title: _____

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

CONTRACT EXHIBIT "A"
Scope of Maintenance Services

IRRIGATION MAINTENANCE – PROJECT NO. PK 22-25

The Contractor shall be responsible for maintaining all automatic and non-automatic sprinkler system as outlined in the bid proposal and as indicated on the map enclosed and made a part of the following specifications.

1. WATER MANAGEMENT:

- a. All landscaped areas shall be irrigated as required to maintain optimum growth and appearance.
- b. Contractor shall conform with the City of Azusa's Water Drought Ordinance, Division 6. conservation Plan, Section 78-501 through 78-506 of the Azusa Municipal Code, WHICH IS INCORPORATED HEREIN BY REFERANCE.
- c. City reserves the right to instruct Contractor to turn off any or all controllers upon notification. Contractor may submit an invoice to the City for labor cost to turn systems on and off.
- d. The automatic irrigation system controllers shall be set to water during the hours of 9:00 p.m. and 7:00 a.m.
- e. The automatic irrigation system shall be time set to prevent water run-off on road surfaces and sidewalks. Interval watering schedules may be required.
- f. Contractor shall make adjustments to sprinkler heads as required to keep over spray from sprinklers away from walls, walks and streets.
- g. Contractor shall submit the name(s) and position of employee who the City shall contact for inquiries relating to the aforementioned.
- h. Contractor shall submit the cellular phone number and email address; of the employee relating to the aforementioned.
- i. Bi-weekly inspections of the irrigation system shall consist of manually activating a quarter of the contract locations every other week.

2. IRRIGATION REPAIRS:

- a. Contractor shall be responsible for cleaning, repairs, adjustments, and replacement of all sprinkler system components required to insure operation of each sprinkler system according to original design and installation intent.
- b. The Contractor shall be responsible for replacement of plastic pipe (Schedule 40, Type I, Grade 2), plastic pipe fittings (Schedule 40) except nipples which shall be Schedule 80.

- c. The City's irrigation system varies by brand names and manufacturers. Replacement of sprinkler shall be replaced with same brand removed, unless approval is given to replace with a higher quality replacement.
- d. Expert knowledge on automatic systems by 120V and battery, drip system, backflow certification and trouble shooting by Contractor will have bearing on the most responsible bidder. Certificates, training and degrees may be requested by City from Contractor.
- e. Contractor shall submit the name and position along with the cellular phone number of employee who the City shall contact for inquires and emergencies relating to irrigation repairs.
- f. Contractor shall provide one (1) hour response time to irrigation repairs Monday through Friday from the hours of 6:30 a.m. to 5:00 p.m.

3. IRRIGATION REPAIR INVOICING & REIMBURSEMENT:

- a. Contractor shall be responsible for furnishing the risers and sprinklers that require replacement **without** compensation from the City.
- b. Contractor shall submit a monthly list of sprinklers replaced and areas where replacement took place. Monthly submittals shall also include type of sprinkler, cost of sprinkler (by Contractor with 15% sur-charge) and labor cost. Based on information received, the City may consider compensation of replacement in year two (2) of contract.
- c. The City shall reimburse the Contractor for replacement of all other irrigation components i.e. gate valves, control valves, valve boxes, quick couplers, backflow devices, anti-vandal cages, controllers and batter replacements.
- d. Contractor is required and responsible for the ordering and purchasing of irrigation parts. A monthly invoice shall be submitted to the City for reimbursement.
- e. Contractor shall submit a separate invoice from that of landscape maintenance for irrigation repairs (labor and parts). Invoice shall include date of repairs, area of work performed, itemized part replacement and cost of parts.
- f. Contractor shall submit copy of invoice if repairs to irrigation components were performed by outside vendor (other than City or Contractor), for reimbursement.
- g. Contractor shall submit on bid summary the hourly rate for irrigation repairs.
- h. Contractor may include a 15% sur-charge on irrigation parts to invoice and a 10% sur-charge on labor for irrigation repairs.
- i. Contractor shall provide a qualified irrigation technician to perform all maintenance and repairs to irrigation systems.

4. MISCELLANEOUS IRRIGATION REPAIR REQUIREMENTS:

- a. Contractor shall have all holes covered in a safe manner at all times while unattended.
- b. City reserves the right to solicit irrigation repair and authorize repairs.
- c. Contractor shall furnish all barricades and or delineation surrounding or related to repair areas.
- d. Contractor shall be required to place grass seed over backfilled area of repair site.

5. MISC:

- a. Contractor shall be responsible for furnishing employees with uniform shirts, to include name of employee and company name.
- b. All contract employees shall wear orange vest or shirts within right-of-ways.
- c. Tank tops or vest without shirt is not permissible.
- d. Contractor shall have the company name with phone number on trucks.
- e. Contractor shall place a visible placard on trucks to indicate "Under Contract with City of Azusa".
- f. All equipment shall be free of graffiti at all times.

6. INSPECTIONS:

- a. Contractor shall accompany City personnel on monthly landscape and irrigation inspections.
- b. Inspection shall be recorded on the City provided "Landscape & Irrigation Maintenance Inspection Report form".
- c. Satisfactory findings on the above noted form, shall have bearing on performance regarding City approved C.P.I.

LANDSCAPE MAINTENANCE

The Contractor shall be responsible for the maintaining the landscape areas as outlined in the bid proposal and as indicated on the map enclosed and made a part of these specifications.

1. **WORK INCLUDED.**

- a. Weekly policing and disposal of litter and plant debris from all landscape area to include parking lots and cobble areas.
- b. Weekly mowing, edging, weeding and shrub trimming.
- c. Yearly renovating, scalping, over-seeding, topdressing and fertilization of front area of City Hall and side panels.
- d. Weekly sweeping or blowing of all hardscape areas to include concrete, asphalt, trails, walkways and cobblestones.
- e. Weekly raking and soil cultivating within planter areas.
- f. Tree trimming, tree removal, tree planting and staking maintenance as required or directed by the City.
- g. Monthly inspections of landscape and irrigation maintenance as per City specifications.
- h. Fertilization, weed control and pesticide spraying.
- i. Environmental regulations and issues.
- j. Planting shrub and flowers according to season.
- k. Vehicle, equipment and personnel appearance.
- l. Customer service and public contact.
- m. Personnel/Work Force
 - 1. The contractor must furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the City, all work required under the contract. All supervisory personnel must be capable of reading, writing and fluently speaking English.
 - 2. Contractor must provide a minimum of (7) maintenance workers at all time during this contract. A reduction in monthly payment may apply if insufficient personnel are not met. See positions listed below:
 - a. (1) Maintenance Supervisor/Foreman
 - b. (1) Irrigation Technician (with CalSense Training)
 - c. (5) Landscape Maintenance Workers.

2. **MOWING:**

- a. Mowing shall be accomplished with a power-driven rotary or reel mower with a grass catcher attached to remove grass clippings.
- b. Mowing shall be accomplished in alternating pattern of directions every other mowing. City recommends north and south, then diagonal (45 degrees) to east/west, then east to west and diagonal (45 degrees) to north/south.

- c. Turf shall be mowed to the minimum height of 2.0" or higher during fall and winter months. No lower than 1.0" during late spring and summer months.
- d. Turf shall be mowed at such intervals of time so that not more than 1/3 of the grass blade is removed at time of cutting. Mowing shall consist of no less than once per week.
- e. All mowing equipment shall be maintained mechanically and safety features shall be in operation condition. The City may require Contractor to cease mowing operation should the City feel that mowing equipment is unsafe or excess smoke is environmentally harmful.

3. EDGING:

- a. Edging shall be performed concurrently with every mowing.
- b. Trees growing in turf areas shall have tree wells not to exceed 12" in diameter from the main stem or trunk of the tree. Tree wells shall be edged concurrently with each mowing and shall be performed by mechanical methods only.

4. HARDSCAPES:

- a. All hardscaping areas i.e. deco-concrete, asphalt, walkways, asphalt trails and cobblestone area shall be blown clean once per week in conjunction with mowing and edging.
- b. Debris from blowing shall be gathered and disposed of in a proper manner.
- c. Policing, litter, debris, trash and / or dumping shall consist of object(s) not associated with irrigation system or attached vegetation growing from the earth.
- d. Contractor shall include cleaning of discarded or illegal dumping within City owned trash enclosures.

5. PLANTERS AND BEDDING AREAS:

- a. All planters and flowerbeds are to be weeded on a weekly basis.
- b. All planters and flowerbeds are to have soil cultivated no less than one (10 inch in depth on a weekly basis.
- c. All shrubs (hedges) shall be consistently trimmed to maintain existing shape.
- d. Vines or traveling plants shall be trimmed to a confined growth and from expanding into unwanted areas. For example, fig ivy from growing onto wood fascia boards or windows.
- e. All trimmings shall be raked and disposed of in a proper manner.

6. **PLANTING:**

- a. Contractor shall be responsible for planting all plants, shrubs, flowers and trees within contract areas.
- b. Contractor shall be reimbursed for material and labor.
- c. City shall notify Contractor as to planting species or approve recommendation by Contractor.
- d. Contractor shall submit a monthly invoice for reimbursement to include, copy of invoices for material, labor cost, area and date of work performed.
- e. Contractor may be responsible for purchasing and/or ordering all materials. Contractor may submit a 15% surcharge for material only if the Contractor purchases material and 10% surcharge for labor.
- f. Contractor shall include a rate for planting plants, shrubs and flowers separate from the cost of any plant material.
- g. Contractor shall be responsible for plant replacement within one (1) year of planting.

7. **TREES:**

- a. Contractor shall have the knowledge, expertise and responsibility to trim, remove and plant trees within contract areas.
- b. Contractor shall trim all trees within contract area that are within 15' in height and 6" in diameter at DBH (diameter of breast height), **once per year without compensation.**
- c. All trees over the aforementioned specifications shall be trimmed upon City request.
- d. Contractor shall submit within bid summary an hourly rate for a two (2) man crew with boom / aerial truck and chipper.
- e. Contractor may dispose of green waste at a City disposal site.
- f. Contractor shall indicate tree sub-contractor by name, address, phone number, license and references.
- g. All roadway delineation shall be furnished by Contractor. Roadway delineation shall comply with the Caltrans standards.
- h. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING STAKED TREES WITHOUT ADDITIONAL COMPENSATION.

8. FERTILIZATION:

- a. Contractor shall be responsible for fertilizing all turf within contract area every **FEBRUARY, JUNE AND OCTOBER**, by granular or chemical spray.
- b. Contractor shall possess a valid Applicator's Certificate and have on file with the City.
- c. Contractor shall indicate chemical spraying sub-contractor by name, address and phone number.
- d. Fertilization shall be: February – 100% slow release 39-0-0 formula, June – 100% slow release, 39-0-0 formula and October – triple, 15-15-15 formula.
- e. Fertilization shall consist of pest and broadleaf control, as deemed necessary by the City.
- f. Ground cover areas shall be fertilized the first week of April and the first week of September with a palletized 12-12-6 formula containing no less than 18% sulfur.
- g. Shrub fertilization shall be applied the first weeks of April and September with a palletized 15-15-15 formula fertilizer.

9. PESTICIDE APPLICATION:

- a. The Contractor,, or member of his Staff, must possess a current California Pest Control License or an Applicator Certificate. A copy of which shall be on file with the City.
- b. Flowerbeds and shrub areas shall be treated by solid materials to prevent pest, i.e. snails, slugs, etc. at any time during the contract period as deemed necessary by the City without compensation.
- c. Turf areas shall be treated with an granular or liquid type herbicide to control weeds i.e. clover, plantain, etc. and shall be applied when fertilization is being applied as part of the program without further compensation. Any added herbicide application as deemed necessary by the City over and above the three (3) application shall be compensated to the Contractor by the City.

10. PEST CONTROL:

- a. Apply all pesticides to control pests. Pests shall include but are not limited to, insects, diseases, vertebrates, snails and slugs.

11. ANNUAL FLOWER PLANTING:

- a. City may direct Contractor to remove and replant annual flowers within designated areas. Planting may consist 2-3 times per year.
- b. Annual flowers shall be purchased by the City from a designated vendor.

- c. City shall be responsible for paying invoice from designated vendor and planting by Contractor shall be compensated at Contractor's submitted hourly labor cost. Contractor may submit 10% labor cost surcharge.
- d. Contractor shall be responsible for making sure that all annual planting is done correctly so that plants take hold. Any replacement of plant that are lost due to improper planting or not taken care of properly shall be replaced at Contractor's expense.

12. RENOVATION OF TURF AREA:

- a. Turf areas in front and the side of City Hall Complex shall be scalped or de-thatch, over-seeded, fertilized and top-dressed at least once a year. This shall occur starting on the third week of October and shall be over-seeded with a mix of annual and perennial rye seed and in the last week of February or the first of March, front area shall be over-seeded with an improved Bermuda grass seed brands or type to be determined by the City).
- b. All other turf area within the contract shall be over-seeded with fescue type grass seed (City to determine type and brand).

13. ENVIRONMENTAL CONCERNS:

- a. Gas power equipment shall comply with the Air Resource Board approved amendment on July 28, 1994, regulated in Title 13, California Code of Regulations, Section 2400 to 2407, Exhibit B.
- b. Contractor shall submit an inventory list of all equipment to be used within City of Azusa landscape and irrigation maintenance contract.
- c. Equipment shall be maintained to prevent excess smoke into the air.

14. PLAYGROUNDS:

- a. Shall visually inspect playground surfaces (engineered wood fiber) area for sharp or foreign objects and litter or debris; remove as needed on service day.
- b. Shall visually inspect playground structure for hazards, sharp edges, loose or missing caps or plugs.
- c. Must visually inspect engineered wood fiber materials for displacement under heavily used areas such as under swings or at slide exists. Must rake engineered wood fiber material back into place on ever service day.
- d. Must replenish engineered wood fiber as needed to maintain proper levels. Replacement order of engineered wood fiber must rest to and comply with ASTM F1292 and accompany a certificate of compliance.

15. MISC:

- a. Contractor shall be responsible for furnishing employees with uniform shirts, to include name of employee and company name.

- b. All contract employees shall wear orange vests or shirts within right-of-ways.
- c. Tank tops or vests without shirt are not permissible.
- d. Contractor shall have the company name with phone number on truck
- e. Contractor shall place a visible placard on trucks to indicate "Under Contract with City of Azusa".
- f. All equipment shall be free of graffiti at all times.

16. ANNUAL PAYMENT INCREASES:

- a. After evaluation, review, and negotiation, the City may compensate the Contractor with an annual contract price increase based on the February Consumer Price Index (C.P.I.) for the Los Angeles, Long Beach area. This is not an automatic increase. It must be approved and warranted.
- b. Increase in annual compensation shall be based upon quality of workmanship and performance.

17. INSPECTIONS:

- a. Contractor shall accompany City personnel on monthly landscape and irrigation inspections.
- b. Inspections shall be recorded on the City provided "Landscape & Irrigation Maintenance Inspection Report" forms.
- c. Satisfactory findings on the above noted form, shall have bearing on performance regarding City approved C.P.I.

18. PREVAILING WAGES:

- a. Contractor shall be responsible for submittal of prevailing wage documentation upon request by the City.

19. BICYCLE TRAILS/ASPHALT WALKWAYS:

a. Special emphasis shall be placed on chemical edging along these areas to prevent damage to asphalt by vegetation. All such damage shall be repaired at the Contractor's expense. Trails shall be kept free of encroaching vegetation. Erosion repair and smoothing/grading of trails shall be performed as often as needed to maintain a safe trail.

20. CONTRACT ADDITIONS:

- a. City reserves the right to solicit and award proposals for additional contract areas. New additional areas are not a guarantee to the Contractor.
- b. Irrigation repairs or extras beyond the specifications are subject to alternate quotations.

SPECIAL CONDITIONS:

General Maintenance Information

The landscape design for the San Gabriel Canyon Blvd medians provided a number of challenges to the architect landscape contractor and plant supplier. The plant palette was selected to provide the maximum amount of color and lushness using low maintenance California native plant material. The project was broken into two main sections: the 'wet species' medians and garden, the 'dry species' medians and garden. The wet medians were planted with species that would be more tolerant of wetter conditions and would be more forgiving if irrigation or other mistakes were made.

The dry medians consist of species that are extremely drought tolerant but require special care, especially related to irrigation in order to thrive. Each of the species described in the species by species description requires minimal care, however, if regular (2 x per month) maintenance is conducted, the bloom times of many species will be extended and the overall landscape will have a more 'well kept' look through the year.

Irrigation

Although many of the species listed below are considered drought tolerant, all will require a period of establishment of approximately one year. During this period, the plant material should be irrigated on a schedule more typical to many traditional landscapes. The wet medians will establish more quickly than the dry medians. They will also require more water throughout their life, whereas the dry medians will have their irrigation slowly reduced after the first year. Irrigation should be broken into two categories: warm season (May-October) and cool season (November-April). All irrigation should be regularly monitored and checked for improperly positioned or inoperable sprinklers. Generally, the areas can be watered on a regular schedule during the warm season with period adjustments due to abnormal weather patterns. Cool season watering is a little more difficult. In order to maximize water conservation, the areas should be monitored frequently and adjusted as necessary in relation to the weather patterns. It is usually best to set the timers with 'safe' schedules to cover unexpected periods of heat during the cool season.

Wet Medians. During the warm season, the wet medians should be watered approximately 2-3 times per week thoroughly and completely. To determine the exact duration of the watering time, a soil probe should be used in a variety of locations to confirm that full percolation occurs at the scheduled duration. During extreme periods of heat, a periodic additional irrigation day may be necessary. This schedule will be the same throughout the life of the project. During the cool season, the areas will likely not be watered more than once a week. During periods of rain, the timers should be turned off until the areas dry out well.

Dry Medians. During the warm season or the first year, the dry medians should be watered approximately 1-2 times per week thoroughly and completely. To determine the exact duration of the watering time, a soil probe should be used in a variety of locations to confirm that full percolation occurs at the scheduled duration. During extreme periods of heat, the irrigation cycles should not be increase. Such increases may damage or kill the existing, established plant material. During the second year, the irrigation should be reduced to 1 time per week. This schedule will likely be the same throughout the life of the project. During the cool season, the areas will likely not be watered more than once every one to two weeks. During periods of rain, the timers should be turned off until the areas dry out well.

General Maintenance

Each of the plants listed below has been selected to grow in natural forms without the need for regular sheering or hedging. In fact, sheering or hedging the plant material used on this project will significantly reduce the aesthetic beauty of the design. All pruning should be done using hand pruners or by hand pinching. Review the species by species discussion below for more detailed information.

Weed Eradication

Weed prevention and eradication will likely be the largest maintenance issue in this landscape. Traditional weed prevention and removal techniques can be used without harming the native plant material. Pre-emergent herbicide can be applied in the fall to coincide with the first rains. Use of pre-emergent herbicide will significantly reduce the work load generated from germinated weeds through the spring and summer months. Germinated weeds can be controlled through physical or chemical methods without harming the native plant material. Palm seedlings should be physically removed at the

Earliest stage possible. There is no good chemical control for weedy palm seedlings.

Fertilization

Fertilization of the plant material is not necessary. However, some of the material may benefit from a light application of time-released fertilizer in the late winter to early spring.

Species List

Groundcovers and Shrubs

Taxonomic Name	Height/Width	Flower Color	Bloom Time	Uses
Arctostaphylos e. 'Carmel Sur'	1-2'H x 2-3'W	White	Winter	Shiny green groundcover, more tolerant of garden conditions than others.
Arctostaphylos 'John Dourley'	2-3'H x 4-6'W	White/Pink	Winter	High groundcover with interest in leaf color and form.
Arctostaphylos 'Pacific Mist'	2-3'H x 4-6'W	White/Pink	Winter	High groundcover with blueish/green leaves to provide nice contrast
Baccharis p. 'Pigeon Point'	2-3'H x 5-6'W	Inc.	Summer/Fall	Small shiny green foliage, generally used for fast coverage and tolerant to almost any condition
Ceanothus 'Joyce Coulter'	2-5'H x 4-8'W	Dark Blue	Late Winter/ Spring/ Fall	Very popular, one of the easiest Ceanothus to grow- tolerant of most soils, begins blooming before other natives
Eriogonum fasc 'Bruce Dickinson'	1-3'H x 4-8'W	White	Summer/Fall	Great spreading groundcover, little to no care. Nice white pompom flowers in June/July. Flowers turn to rust in the late summer and fall.
Galvezia juncea	3-4'H x 3-4'W	Red	Winter/Spring	Lime green foliage, grows in a tight mound, little to no shaping needed, profuse blooms in the late winter to early spring, sporadic blooms throughout the year, a hummingbird favorite
Heuchera maxima hybrids	12-18"H x 1-2'W	Pink, White or Red	Winter/Spring	Clumping mounds of green foliage, tall flower spikes appear in the late winter and continue through spring, most effective in large planting, great for under oaks, attracts hummingbirds, easy to grow and maintain best in partial sun/ shade. Hybrids proposed are 'Opal' and 'Wendy'. Others may be introduced to add color variation.
Lessingia filaginifolia 'Silver Carpet'	12-18"H x 4-6'W	Lavender w/Yellow Center	Spring/ Summer/Fall	Fuzzy silver foliage, great for color contrast, profuse aster shaped blooms in the spring, sporadic blooms throughout the year, attracts hummingbirds and butterflies, very easy to grow and maintain
Mahonia repens	6-12"H x 2-3'W	Yellow	Late Winter/Spring	Burgundy/green foliage, great groundcover for the under story of oaks, fairly slow growing, easy to maintain, best in partial sun/ shade
Ribes viburnifolium	20-30"H x 4-6'W	Red	Spring	Shiny green foliage, great groundcover for the under story of oaks, very drought tolerant, easy to grow once established, best in partial sun/shade
Salvia clevelandii	3-4'H x 3-4'W	Blue	March/April	One of the most popular native Salvias. Prolific blue flowers that attract hummingbirds. Should be cut back significantly after bloom at the start of summer.
Salvia leucophylla 'Pt. Sal'	3-4'H x 4-6'W	Pink	Spring/Fall	Gray foliage with purple stems, great for color contrast and a specimen plant around low growing plants, attracts hummingbirds/ butterflies, easy to grow and maintain as long as they are properly spaced
Salvia mellifera ' Terra Seca'	1-2'H x 4-6'W	Pale Blue	Spring/ Summer	Foliage and flowers exactly like straight species but this selection grows prostrate, great for erosion control, easy to establish and maintain.
Salvia 'Mrs. Beard'	1-2'H x 4-6'W	Blue	Spring /Summer	A fast growing spreading groundcover that will bloom profusely in the Spring. Can be well kept throughout the year.
Verbena lilacina	24-30"H x 2-3'W	Purple	Year-round	Bright green foliage, blooms when most other natives are not, attracts hummingbirds and butterflies, easy to grow and maintain

Perennials

Taxonomic Name	Height/Width	Flower Color	Bloom Time	Uses
Achillea millefolium 'Paprika'	18-30"H x 12-18"W	Red w/Yellow Center	Spring	Green fern like foliage, large flower clusters attracts hummingbirds and butterflies, most effective in large plantings, long bloom time, easy to grow and maintain
Aquilegia formosa	12" x 12" with flowers to 3'	Scarlet with some yellow	Spring	Excellent native columbine with very delicate scarlet flowers. Grows naturally along streams and in alpine areas. A hummingbird favorite. Will go dormant if the winter is exceptionally cold.
Erigeron glaucus 'Wayne Roderick'	12-18"H x 1-2'W	Purple w/Yellow Center	Spring through Fall	Green foliage w/clumping habit with aster shaped flowers, can be used along borders/walkways/curbs, attracts hummingbirds and butterflies, easy to grow and maintain
Lobelia dunnii	3-4'H x 3-4'W	Light Blue	Spring/ Summer	One of two native Lobelias. Grows along the San Gabriel River, west fork. Fast growing perennial. Spreads underground. Winter dormant.
Mimulus cardinalis	12-18"H x 12-18"W	Orange/Red	Spring/ Summer/Fall	San Gabriel Valley native that grows along watercourses. Will bloom through much of the year with water and cut backs of dead flowers. A hummingbird favorite. Will reseed.
Mimulus guttatus	6"H x 6"W, to 2' w/ flowers	Yellow	Spring/ Summer	San Gabriel Valley native that grows along watercourses. Will bloom through much of the year with water and periodic cut back. Reseeds vigorously.
Penstemon h. 'Margarita Bop'	12-18"H x 12-18"W	Purple	Spring through Fall	Beautiful, colorful low growing native that can take regular water. Will bloom for much of the year if the dead flowers are pinched back.
Zauschneria californica 'Catalina'	10-12"H x 2-4'W	Orange/Red	Summer/Fall	Fuzzy silver foliage, profuse blooms in the summer and fall, best in large plantings and for color contrast, a hummingbird favorite, easy to grow and maintain
Zauschneria cana	10-12"H x 2-4'W	Orange/Red	Summer/Fall	Small green delicate foliage. Profuse bloomer when many other natives are summer dormant. Favorite of hummingbirds

Succulents

Taxonomic Name	Height/Width	Flower Color	Bloom Time	Uses
Yucca whipplei parishii	2-3'H x 2-3'W, to 10' + with bloom	White	June/July	Strap like silver foliage adds color and contrast throughout the year, easy to grow and maintain

Grasses and Grass-like Species

Taxonomic Name	Height/Width	Flower Color	Bloom Time	Uses
Carex tumulicola	12-18"H x 12-18"W	Brown	Spring/ Summer	Dark green evergreen foliage, can be used along borders/walkways/curbs, easy to grow and maintain
Juncus patens	1-2'H x 2-3'W	Brown	Spring/ Summer	Bluish/gray foliage, great for contrast and upright growth habit, very easy to grow and maintain
Leymus condensatus 'Canyon Prince'	2-3'H x 2-3'W	N/A	N/A	Strap like silver foliage adds color and contrast throughout the year, easy to grow and maintain
Muhlenbergia rigens	1-2'H x 1-2'W	Tan	Summer	Green foliage with clumping habit, can be used in almost any landscape situation- great for meadow effect/to soften landscape/add a lush feeling, very easy to grow and maintain

Trees

Taxonomic Name	Height/Width	Flower Color	Bloom Time	Uses
Cercis occidentalis	6-15'H x 10-15'W	Magenta	Late Winter/ Spring	Winter dormant, great small tree that performs well as a street tree/ with oaks, slow growing, low maintenance
Chilopsis linearis 'Burgundy', std.	15-20'H x 10-15'W	Pinkish/ Lavender	Spring/ Summer	Winter Dormant, Perfuse blooms in through the spring and summer. Attracts hummingbirds and butterflies, easy to grow
Chilopsis linearis, std.	15-20'H x 10-15'W	Burgundy	Spring/ Summer	Winter Dormant, perfuse blooms in through the spring and summer. Attracts hummingbirds and butterflies, easy to grow
Chitalpa t. 'Pink Dawn'	15-20'H x 10-15'W	Pink	Spring/ Summer	Winter Dormant, perfuse blooms in through the spring and summer. Attracts hummingbirds and butterflies, easy to grow. Much larger leaves and flowers than the Chilopsis.
Heteromeles arbutifolia	15-20'H x 15-20'W	White	June/July, berries in Nov/Dec	Large shrub that dominates the native Southern California landscape. Best known for its attractive red berries that remain on the bush around Christmas. Gives the plant one of its common names of Christmas holly or berry. In this use, the bush would be trained into a small multi-branched shrub
Quercus agrifolia	20-40'H x 35-50+'W	Inc.	N/A	Large specimen tree, provides food for wildlife, tolerates drought/heat, looks great in groups with under story plantings, moderate maintenance – removing dead branches/acorns if desired
Quercus engelmannii	20-40'H x 35-50'W	Inc.	N/A	Large specimen tree, provides food for wildlife, tolerates drought/heat, looks great in groups with under story plantings, moderate maintenance – removing dead branches/acorns if desired. Interesting blue/green contrasting foliage

Species by Species Discussion Including Maintenance Recommendations

Shrubs and Groundcovers

Arctostaphylos e. 'Carmel Sur'

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. In the first few years, the plant may benefit from very selective pruning to encourage more bushy growth.

Potential Pests: None

Other Comments: Can be sensitive to overwatering or inundated conditions. Susceptible to root borne fungus caused by this condition during the summer months.

Arctostaphylos 'John Dourley'

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. In the first few years, the plant may benefit from very selective pruning to encourage more bushy growth.

Potential Pests: Possibly Manzanita gall but usually not prevalent on this hybrid.

Other Comments: Is extremely sensitive to overwatering or inundated conditions. Susceptible to root borne fungus caused by this condition during the summer months. Mortality at any age should be expected if irrigation conditions are not correct.

Arctostaphylos 'Pacific Mist'

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. In the first few years, the plant may benefit from very selective pruning to encourage more bushy growth.

Potential Pests: Possibly Manzanita gall but usually not prevalent on this hybrid.

Other Comments: Can be sensitive to overwatering or inundated conditions. Susceptible to root borne fungus caused by this condition during the summer months.

Baccharis p. 'Pigeon Point'

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. May benefit from a hard pruning every 3-5 years to remove some of the internal wood from the shrubs and to promote new fresh growth. When 'hard pruning' it is critical that the pruning occur during the cool season and that leaves are left below the prune cuts.

Potential Pests: May be susceptible to spider mites in exceptionally dusty conditions.

Other Comments: Should not be pruned into a hedge or ball

Ceanothus 'Joyce Coulter'

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. May benefit from selective pruning in the first few years to promote tighter growth. This pruning should not be done during the summer months. The best time to prune is in the spring after blooming.

Potential Pests: Aphids on new growth in spring. Ceanothus moth gall is improperly pruned or pruned during the wrong time of the year.

Other Comments: Should not be pruned into a hedge or ball. Should be pruned with hand pruners. If watered properly, the Ceanothus may experience a leaf drop in the late spring to early summer. Some internal leaves of the plants may turn yellow and begin to drop. This is a natural pattern for this species and should not necessarily be interpreted as an irrigation problem.

Specifically, the plants are adjusting for the upcoming hotter months by shedding some of their leaf mass to help reduce transpiration.

Eriogonum fasc 'Bruce Dickinson'

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. May benefit from a hard pruning every 3-5 years to remove some of the internal wood from the shrubs and to promote new fresh growth. When 'hard pruning' it is critical that the pruning occur during the cool season and that leaves are left below the prune cuts.

Potential Pests: None

Other Comments: Bruce is pretty well independent and likes to be left alone to explore.

Galvezia juncea

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. Requires a twice annual pruning to maintain form and promote blooming. This can be done manually or with sheers.

Potential Pests: None

Other Comments: None

Heuchera 'Opal' and 'Wendy'

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. Dead flowers should be removed in late spring/early summer

Potential Pests: Should be periodically checked for mealy bugs. But if they are being irrigated properly, they should not get infested

Other Comments: None

Lessingia f. 'Silver Carpet'

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. May benefit from a hard pruning every 1-2 years to remove some of the internal wood from the shrubs and to promote new fresh growth. When 'hard pruning' it is critical that the pruning occur during the cool season and that leaves are left below the prune cuts. The prune cuts will look unsightly for a 2-3 week period. To lengthen the blooming period, spent flower should be removed. If they are removed, the plant will bloom for a good part of the year.

Potential Pests: None.

Other Comments: None

Mahonia repens

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free.

Potential Pests: None.

Other Comments: None

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. In the first few years will benefit from selective hand pruning to promote bushiness.

Potential Pests: None.

Other Comments: Is extremely sensitive to overwatering or inundated conditions. Susceptible to root borne fungus caused by this condition during the summer months. Mortality at any age should be expected if irrigation conditions are not correct.

Salvia clevelandii

Member of: Dry Medians

Specific Maintenance Requirements: Requires an annual pruning after bloom to promote blooming and fresh growth for the following year. This pruning should either be done immediately after bloom or in the early fall. It should not be done in the middle of the summer. Leaves should be left below the pruning cuts.

Potential Pests: Aphids on new growth in spring.

Other Comments: Can be sensitive to overwatering or inundated conditions. Susceptible to root borne fungus caused by this condition during the summer months.

Salvia leucophylla 'Pt. Sal'

Member of: Dry Medians

Specific Maintenance Requirements: Requires an annual pruning after bloom to promote blooming and fresh growth for the following year. This pruning should either be done immediately after bloom or in the early fall. It should not be done in the middle of the summer. Leaves should be left below the pruning cuts. Also benefits from selective pruning in the first year to promote better form.

Potential Pests: Aphids on new growth in spring.

Other Comments: Can be sensitive to overwatering or inundated conditions. Susceptible to root borne fungus caused by this condition during the summer months.

Salvia mellifera 'Terra Seca'

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. Benefits from selective pruning in the first year to promote better form.

Potential Pests: Aphids on new growth in spring.

Other Comments: Can be sensitive to overwatering or inundated conditions. Susceptible to root borne fungus caused by this condition during the summer months.

Salvia 'Mrs. Beard'

Member of: Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. Benefits from selective pruning in the first year to promote better form.

Potential Pests: Aphids on new growth in spring.

Other Comments: Is extremely sensitive to overwatering or inundated conditions. Susceptible to root borne fungus caused by this condition during the summer months. Mortality at any age should be expected if irrigation conditions are not correct.

Verbena lilacina

Member of: Wet Medians and some Dry Medians

Specific Maintenance Requirements: Virtually maintenance free. Requires a twice annual pruning to maintain form and promote blooming. This can be done manually or with sheers.

If they are spent flowers are removed throughout the year, the plant will bloom almost year round

Potential Pests: None.

Other Comments: None

Erigeron glaucus 'Wayne Roderick'

Erigeron glaucus 'Wayne Roderick' is a prolifically blooming perennial that can bloom almost throughout the year when maintained properly. In order to promote blooming, dead flowers should be removed from the plant on a once to twice a month basis. Furthermore, on a once to twice a year basis, the plant should be cut back to the base to be allowed to re-sprout with new, fresh leaf material. Extreme care should be taken when cutting back the plant to the ground. Leaf material and emerging buds must be left below the pruning cuts or the plant may be killed from shock. This hard pruning should only occur in the cooler months of the year.

Potential Pests: Aphids in early spring.

Juncus patens

Juncus patens is a maintenance free upright, rigid, grass like plant. The plant should not be cut back or otherwise pruned. At times, brown leaf material may accumulate on the edges. These leaves can be removed by hand. If the *Juncus* clumps too large for the area planted, it can be split easily and successfully in the fall through early spring.

Potential Pests: None

Leymus c. 'Canyon Prince'

Leymus 'Canyon Prince' is a grey leafed, fast growing clump grass that requires little to no maintenance. This grass should not be sheared or cut back. Rather, browning or otherwise discolored leaf material can be removed manually as needed.

Potential Pests: None

Muhlenbergia rigens

Muhlenbergia is a fast growing bunch grass that blooms in the early to mid-summer. This grass is basically carefree but will require periodic manual removal of brown or discolored leaves. The grass should not be sheared or cut back to the ground.

Potential Pests: None

Penstemon h. 'Margarita Bop'

Penstemon h. 'Margarita Bop' is a prolifically blooming perennial that can bloom for long periods of the year when maintained properly. In order to promote blooming, dead flowers should be removed from the plant on an every two-week basis beginning in early spring. If the dead flowers are properly removed, the plants will bloom through the fall. In the fall, the remainder of the dead flowers should be removed and the plants should be pruned to their natural, non-blooming form. Care should be taken when pruning the plants in the fall. If the pruning cuts are too hard, the plants may not recover the following spring. Potential Pests: Aphids in early spring.

Zauschneria c. 'Catalina'

Zauschneria c. 'Catalina' is a very fast growing, late summer blooming perennial. *Zauschneria* will require an annual hard pruning in the early winter. This pruning will promote new vigorous growth the following year. Otherwise, this species is basically carefree.

Potential Pests: Aphids in early spring.

**CITY OF AZUSA
LANDSCAPE MAINTENANCE CONTRACT
AREA #26 DOWNTOWN BREEZEWAY AND AREA #47
DOWNTOWN 5TH STREET TO 9TH STREET**

SPECIAL CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish (3) times a week service, all supervision, labor, materials, equipment and transportation required to maintain the landscaping throughout the contract period as specified in existing contract. Service days will be Monday, Wednesday and Friday, days of service may be changed at any time to meet City's needs.

2. GROUND COVER AREAS/SHRUB AREAS

- **Edging:**
Edge control cover as needed to keep within the bounds and away from obstacles.

- **Pruning:**
Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within the space limitations and eliminate damaged or diseased wood.

- **Weed Control:**
Keep bed free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post emergent/contact herbicides.

- **Fertilization:**
Apply fertilizer as warranted; the number of application will depend on the type of nitrogen used and the type of plant material. (At least (3) times a year).

3. HARD SURFACES

- These areas include all concrete surfaces and sidewalks.
- All areas shall be swept or blown clean weekly, to remove all debris on the day of service.
- All areas shall be inspected on day of service and maintain in a neat, clean and safe condition at all times.

4. POTTED PLANTS

- Annual color plant material will need to be planted (4) times a year in each pot (4" color pack).

- Water scheduling will be critical, pots must be monitored on day of service. Each pot may need to be pumped out weekly through pumping tube located in each pot.

5. IRRIGATION

- Watering shall be scheduled with automatic controller to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape.
- Where practical, watering shall be done at night or early morning. Unless notified otherwise by the City of Azusa.
- Any damage to the irrigation system caused by the contractor while performing maintenance operation shall be repaired without charge. Where practical, repairs shall be made within one watering period.

6. LITTER CONTROL

- Will be performed once (3) times a week on day of service, this will include all trash receptacles, planter areas, fountains, hardscape areas and immediate parking area.
- All sites are to be kept litter free.
- Litter shall include debris, paper, cans, bottles, glass, cigarette butts, dirt, etc.

7. LITTER CONTAINERS

- Litter containers shall be emptied and the exterior cleaned on service day and more often as may be required by use, including (5) feet surrounding the container.
- A minimum of 1.7 mill thick liner must be placed in each container at the time the container is emptied. Contractor shall supply all liners.
- Trash container must be cleaned both inside and out.
- Container must appear visibly and uniformly clean, lids to trash containers are to be kept on top of the trash container at all times.
- Damage and/or missing elements must be reported immediately.

8. ANNUAL COLOR

- Annual color shall be changed out four times (4) yearly in all designated areas.
- Fertilization will be performed after each planting with a 5-10-10 or equivalent.
- Annual color plant material will be selected by City's Park Superintendent or his designee.

9. FOUNTAINS

- Fountains will be the responsibility of City of Azusa Public Works.

EXHIBIT “B”

**SCHEDULE OF MAINTENANCE SERVICES
AREA MAP**

EXHIBIT "C"
COMPENSATION

C-1

EXHIBIT "D"

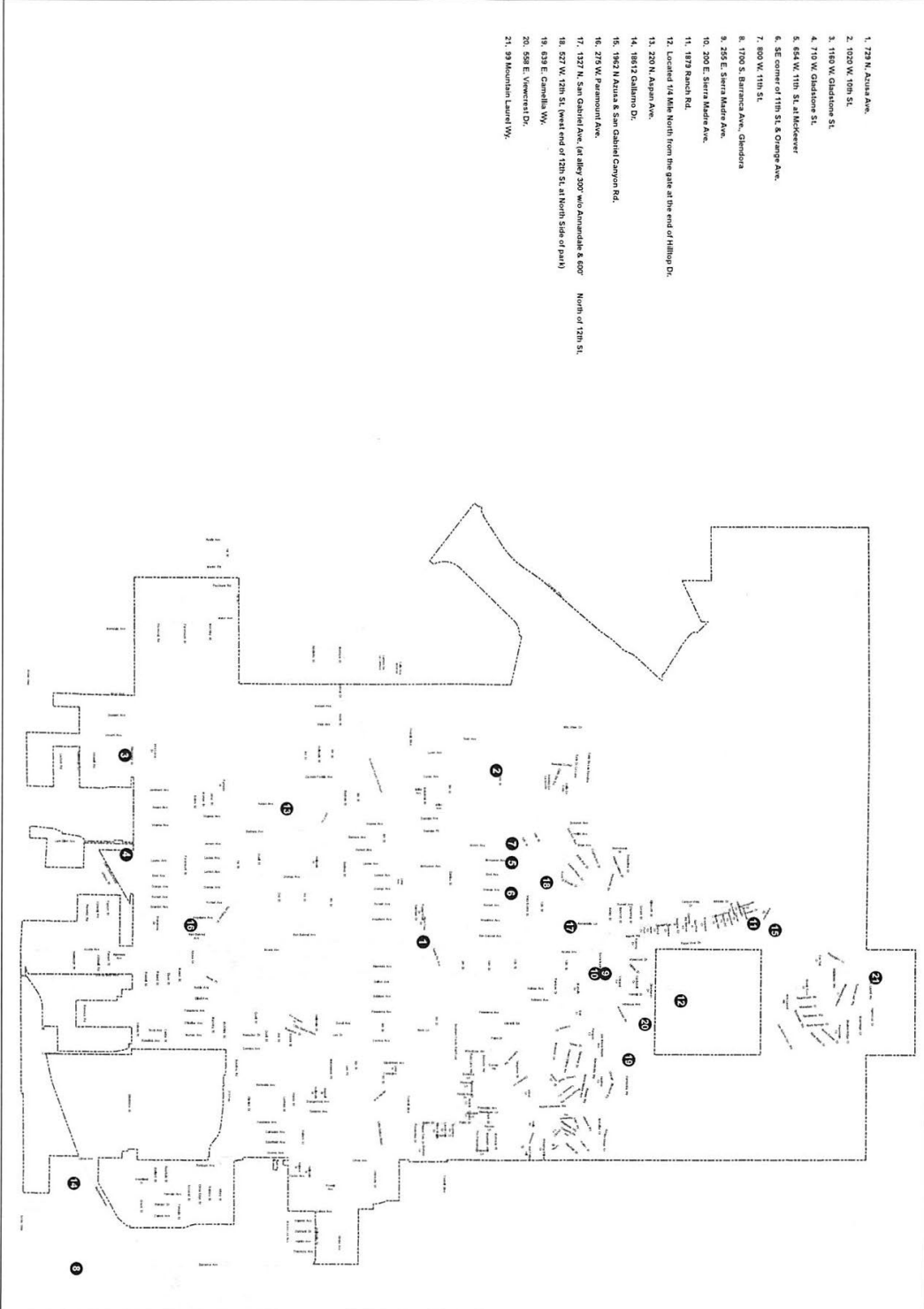
**AZUSA LIGHT & WATER LANDSCAPE MAINTENANCE
BID SHEET AND MAP**

D-1

Azusa Light & Water - Landscape Maintenance 2019 - 2022



1. 729 N. Azusa Ave.
2. 1020 W. 10th St.
3. 1189 W. Gladstone St.
4. 719 W. Gladstone St.
5. 654 W. 11th St. at Midway
6. SE corner of 11th St. & Orange Ave.
7. 809 W. 11th St.
8. 1700 S. Barranca Ave., Glendora
9. 205 E. Sierra Madre Ave.
10. 200 E. Sierra Madre Ave.
11. 1879 Ranch Rd.
12. Located 1/4 mile North from the gate at the end of Hilltop Dr.
13. 201 N. Aspen Ave.
14. 18612 Galindo Dr.
15. 1962 N Azusa & San Gabriel Canyon Rd.
16. 275 W. Paramount Ave.
17. 1327 N. San Gabriel Ave. (at alley 300' w/o Arroyo & 600' North of 12th St.
18. 527 W. 12th St. (west end of 12th St. at North Side of Park)
19. 639 E. Camella Wy.
20. 568 E. Vincent Dr.
21. 39 Mountain Laurel Wy.



Map: C:\MS03\Jared_Peterson\GIS\Map_Series\LA000_Landscape_Maintenance.mxd

Date: Thursday, November 15, 2018

3/2/2019

**AZUSA LIGHT & WATER
LANDSCAPE MAINTENANCE PROPOSAL
PROJECT NO. PK 22-25
BID SHEET**

The City of Azusa is requesting your Company to participate in submitting the cost to maintain the landscaping and irrigation with the highest quality possible. All proposals are to include labor and materials by the Contractor.

AREA 1: Azusa Light & Water – 729 N. Azusa Ave.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 2 : Electric Division Yard – 1020 W. 10th St.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 3: Kirkwall Electric Substation – 1160 W. Gladstone St.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 4: Gladstone Construction Yard & Company House – 710 W. Gladstone St.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 5: Well No. 7 – 654 W. 11th St. at McKeever

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 6: Well No. 8 – South East corner of 11th St. & Orange Ave.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 7: 11th & Vernon Booster Station – 800 W. 11th St.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 8: Wilson Reservoir & Company House – 1700 S. Barranca Ave., Glendora

Irrigation maintenance \$ N/A per month
Landscape maintenance \$ _____ per month

AREA 9: Dalton Reservoir & North Side of Canal – 255 E. Sierra Madre Ave.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 10: Sierra Madre Reservoir & Booster Station – 200 E. Sierra Madre Ave.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 11: Water Treatment Plant – 1879 Ranch Road

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 12: Hilltop Reservoir – Located quarter mile North from the gate at the end of Hilltop Drive

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 13: Aspan Reservoir & Monitoring Well – 220 N. Aspan Ave.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 14: Griffith Reservoir – 18612 Gallarno Dr.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 15: Heck Reservoir – 1962 N. Azusa & San Gabriel Canyon Rd.

Irrigation maintenance \$ N/A per month
Landscape maintenance \$ _____ per month

AREA 16: Paramount Yard – 275 W. Paramount Ave.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 17: Well No. 5 – 1327 N. San Gabriel Ave. (at alley 300 ft. West of Annandale & 600 ft. North of 12th St.)

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 18: Well No. 6 – 527 W. 12th St. (West end of 12th St. at North side of park)

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 19: 1023 Reservoir – 639 E. Camellia Way

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 20: 890 Rosedale Reservoir & Booster Station – 558 E. Viewcrest Dr.

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

AREA 21: Mt. Cove Reservoir – 99 Mountain Laurel Way

Irrigation maintenance \$ _____ per month
Landscape maintenance \$ _____ per month

Total Monthly Cost - \$ _____

Total Yearly Cost - \$ _____

