CITY OF SIERRA MADRE

NOTICE OF INVITING BIDS

SEALED PROPOSALS will be received in the office of the Director of Public Works, City Hall at 232 West Sierra Madre Blvd. Sierra Madre, CA 91024, up to 10:00 a.m. on September 27, 2012 at which time they will be publicly opened and read for the following project:

2012-2014 LANDSCAPE MAINTENANCE

Bid documents may be obtained from the Sierra Madre Public Works Department at 232 West Sierra Madre Blvd. Sierra Madre, CA 91024.

Bid submittals must be returned to the attention of the Director of Public Works at City Hall, 232 West Sierra Madre Blvd. Sierra Madre, CA 91024 in a sealed envelope.

The work consists of furnishing all labor, materials, and equipment required for Landscape maintenance at all city facilities as indicated by the specifications attached hereto.

Copies of the plans, specifications, and contract documents are available from the City of Sierra Madre, 232 W. Sierra Madre Boulevard, Sierra Madre, California, 91024 upon payment of a \$30.00 non-refundable fee if picked up, bids will not be mailed. Bids are available for download on the City website at www.cityofsierramadre.com at no cost. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the City has determined that the Contractor shall possess a valid Class C27 contractor's license (add any other necessary licenses) at the time that the contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of the award.

A MANDATORY ATTENDANCE JOB WALK is scheduled for all contractors in order to provide information and review the scope of work. The job walk will be held on September 17, 2012 at 10:00 a.m. and will begin at City Hall, 232 West Sierra Madre Blvd. Sierra Madre, CA 91024. No bid shall be accepted from any bidder which is not present at the pre-bid conference.

All bids are to be compared on the basis of the Public Works Director's estimate of the quantities of work to be done. The Engineer estimate for this maintenance service is \$100,000/year.

All bids shall be based on the content of the contract documents, which consist of the Notice Inviting Bids, information required of bidder, the Contract, and Bid. All bids shall include resumes of principal employees, Company References (4 minimum), Company History, and a description of your firms Quality Control Program.

Special attention for all prospective bidders is called to the bid requirements and "Special Provisions" which contain the instructions to bidders. Said "Special Provisions" authorize the

Contractor to substitute securities in lieu of the 10% retention in accordance with and pursuant to Public Contract Code Section 22300.

The Contractor shall take out and maintain, during the life of the Contract, broad form comprehensive general public liability and property damage insurance with the carrier authorized by the Insurance Commission to transact business of insurance in the State of California in which the City of Sierra Madre, its officers and employees, shall be named as an additional insured, and shall protect the contractor or any subcontractor performing work covered by the contract, and also the City of Sierra Madre, from claims of personal injury, including accidental death, as well as from claims for property damages which may arise from the operations under this contract, whether such operations shall be performed by the Contractor or any subcontractors, or by anyone directly or indirectly employed by any of them, and the limit of liability for such insurance shall be as follows:

- 1. Limit of Liability for Injury or Accidental Death: Each Occurrence or Accident \$2,000,000
- 2. Limit of Liability for Property Damage: Each Occurrence or Accident \$500,000

The City of Sierra Madre reserves the right to: accept or reject bids, award portions to different contractors, waive any irregularities and informality in the bids and bid process, and to retain all bids and guarantees for a period of ninety (90) days for examination and comparison, all specified in the contract documents.

CITY OF SIERRA MADRE

By:	
5	Bruce Inman, Director of Public Works
	Dated:

INSTRUCTIONS TO BIDDERS

INSPECTION OF SITE OF WORK AND EXAMINATION OF CONTRACT DOCUMENTS

Each bidder is instructed to carefully read the Specifications and bidding documents for the 2012-2014 Landscape Maintenance. Proposals should be based on the requirements, information and specifications contained in these documents.

The job walk will be held on September 17, 2012 at 10:00 a.m. and will begin at City Hall, 232 West Sierra Madre Blvd. Sierra Madre, CA 91024. No bid shall be accepted from any bidder which is not present at the pre-bid conference.

Each bidder is required to survey the area of work and become familiar with the scope and requirements of the services to be contracted. The City will assume that each bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of the work to be performed, and the materials and equipment to be furnished. The City assumes no responsibility for the accuracy of the estimates of the project areas contained in these specifications. Any inaccuracy must be submitted in writing to the City by the bidder three (3) business days prior to bid opening date.

The City reserves the right to inspect the bidders' yard, personnel, and equipment prior to bid opening and reserves the right to disqualify the bidders who do not meet the minimum requirements. The disqualified bidders bid will be returned to them unopened before the bid opening.

AWARD OF CONTRACT

The contract(s) will be awarded to the lowest, responsive, most responsible bidder(s) in accordance with Section 3.01 of the General Provisions (see page GP-5). The lowest bid will be determined on the basis of the total price of the bid items only. The individual unit price bid items are solely for the purpose of establishing bases for contract price adjustment in case any change of the work quantity should be necessary and will not be used for determination of the lowest bid.

POSTPONEMENT OF OPENING

The City reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Notice of Inviting Bids. Postponement notices shall be e-mailed to bidders in the form of addenda.

All bids must be submitted to the office of the Director of Public Works on or before the date and time specified in the Notice of Inviting Bids. Bids received after the specified time and date, will be returned to bidders unopened. E-Mailed bids will not be accepted.

CITY OF SIERRA MADRE

2012-2014 LANDSCAPE MAINTENANCE

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- Landscape Maintenance / Deficiency Report (Attachment C)
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PROPOSAL FOR CITY OF SIERRA MADRE

2012-2014 LANDSCAPE MAINTENANCE

TO THE CITY COUNCIL CITY OF SIERRA MADRE, CALIFORNIA 91024

Ladies and Gentlemen:

Pursuant to the Notice Inviting Bids for the above-described work, the undersigned, as a bidder, declares that he has carefully examined the locations of the proposed above-described work and that he/she has read and examined the contract documents and is familiar with all bid requirements, and hereby proposes and agrees, if this bid is accepted by the City of Sierra Madre, that within ten (10) working days, excluding Sundays, after written notice of award of the contract is mailed to bidder, bidder will execute and deliver to City Attorney the contract form provided by the City Attorney. Contractor will also furnish all labor, materials, and services necessary to perform and complete all work required by the contract documents and all addenda thereto issued by the City prior to the opening of bids for the above-described work for the unit price set forth in the bidding schedule which is attached hereto and by this reference is incorporated herein.

Bidder further agrees the upon failure to do so as described, the bid guarantee furnished by said bidder shall be forfeited to the City of Sierra Madre as liquidated damages for such failure.

Said bidder further agrees to perform and complete all work as specified and required under the contract and to accept in full payment therefore the price in the Bidding Schedule.

Dated:	
Name of Bidder: (Complete Corporate, Partnership, Fictitious or S	Sole Proprietorship Name)
By:	
Title:(Proof of authority to bind bidder must be submit	tted with bid)
ADRESS:	
TELEPHONE:	FAX:
E-MAIL:	

PROPOSAL BIDDING SCHEDULE

2012-2014 LANDSCAPE MAINTENANCE

EVALUATION OF BIDS

The City reserves the right to award one contract for all bid categories or individual contracts for any combination of bid categories as determined to be in the best interest of the City (Sec. 3 page GP-5).

Contract(s) will be awarded to the lowest, responsive, most responsible bidder(s). In order to determine the qualifying bid(s), the following method will be used:

- 1. The firms successfully completing the Request for Qualifications (RFQ)
- 2. Bid Document Proposal (Bid Evaluation Form)

CATEGORY I**		BID AMOUNT PER MONTH
FA(CILITIES	
1.	City Hall 232 W. Sierra Madre Blvd.	\$
3.	Public Safety 242 W. Sierra Madre Blvd.	\$
2.	Library 440 W. Sierra Madre Blvd.	\$
	SUB-TOTAL CATEGORY I – FA	CILITIES
Writ	tten in words	
\$		
In F	igures	

PROPOSAL BIDDING SCHEDULE - Continued

<u>CATEGORY II</u>	BID AMOUNT PER MONTH
MEDIANS, PARKWAYS, & ISLANDS	
1. Santa Anita Median	\$
2. Lima Island	\$
3. Michillinda Island	\$
4. Fane St. Assessment District	\$
5. Sturtevant Dr. Debris Basin	\$
SUB-TOTAL CATEGORY II – MEDIANS, PA	RKWAYS, & ISLANDS
Written in words	
\$	
In Figures	

PROPOSAL BIDDING SCHEDULE – Continued

<u>CATEGORY III</u>	BID AMOUNT PER MONTH	
CITY PARKS		
1. Memorial Park	\$	
2. Sierra Vista Park	\$	
3. Mt. Wilson Trail Park	\$	
4. Goldberg Park	\$	
5. Sierra Madre School Athletic Field	\$	
6. Bailey Canyon Park	\$	
SUB-TOTAL CATEGORY III – CITY PARKS		
Written in words		
\$		
In Figures		

PROPOSAL BIDDING SCHEDULE – Continued

<u>CATEGORY IV</u>	BID AMOUNT PER MONTH	
DOWNTOWN STREETSCAPE AND PARKING DISTRICT		
1. Kersting Ct.	\$	
2. Baldwin Ave. and Sierra Madre Blvd. Bow-outs	\$	
3. North Baldwin Ave. Parking Lot	\$	
4. South Baldwin Ave. Parking Lot	\$	
5. Mariposa Ave. Parking Lot	\$	
6. Auburn Ave. Parking Lot	\$	
7. Mary's Parking Lot	\$	
8. Downtown Parkway Trees	\$	
SUB-TOTAL CATEGORY V – DOWNTOWN PARKING DISTRICT	STREETSCAPE AND	
Written in words		
\$		
In Figures		

PROPOSAL BIDDING SCHEDULE - Continued

<u>SUM</u>	MARY	BID AMOUNT PER MONTH
I	FACILITIES	\$
II	MEDIANS, PARKWAYS AND ISLANDS	\$
III	CITY PARKS	\$
IV	DOWNTOWN STREETSCAPE AND PARKING DISTRICT	\$
TOT	AL BID PER MONTH FOR CATE	GORIES I, II, III, and IV:
Writt	en in words	
<u>\$</u> In Fig	gures	
TOT	AL ANNUAL COST FOR CATEG	ORIES I, II, III, and IV:
Writt	en in words	
\$ In Fig	gures	

BID PROPOSAL FOR SPECIAL PROJECTS

To be paid on a time and material basis. Total cost, in writing, per project will be required before authorization of work in this category. Payment will be accepted when work is completed to the satisfaction of the maintenance Contracts Officer.

<u>LABOR</u>	COST PER HOUR	
Foreman/Crew Leader	\$	
Worker/Laborer	\$	
Irrigation Specialist	\$	
<u>EQUIPMENT</u>		
Pickup Truck	\$	
Flatbed Truck	\$	
Front Loader	\$	
Truck with Pesticide Sprayer	\$	
RENOVATION WORK (to include la TURF RENOVATION	abor and materials)	
Sod	\$	sq/ft
Over seeding (annual Rye seed)	\$	sq/ft
Over seeding (fescue seed)	\$	sa/ft

BID PROPOSAL FOR EXTRAORDINARY WORK

HARDSCAPE INSTALLATION

Finished concrete	\$	100 sq/ft
Stamped Concrete	\$	100 sq/ft
Stamped Concrete (colored)	\$	100 sq/ft
River Rock Pattern	\$	sq/ft
Brick	\$	100 sq/ft
OTHER ITEMS		
Stump grinding	\$	per inch
Tree only removal	\$	per inch
Tree and Stump removal	\$	per inch
Signature of Bidder: Title: Name of Contractor: Address:		
Address: Telephone:	Fax:	_
Federal Tax ID:	Expirati	on Date:
Contractor's license No:	Expirati	on Date:
Classification: E-Mail Address:		
DATED THISDAY OF	,20	
ADDENDA	A ACKOWLEDGME	NT
The undersigned acknowledges receipt of such revisions has been included in		
ADDENDA NO	, DATE	D

Dated the	day of	Title	20
	By:	Signature	
Telephone:			
Address:			
Name of Bidder:			
ADDENDA NO		_, DATED	
ADDENDA NO		_, DATED	
ADDENDA NO		_, DATED	

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AGREEMENT FOR LANDSCAPE SERVICES

This agreement is entered into between the City of Sierra Madre, a municipal corporation of the State of California, (hereinafter referred to as "City"), on the one hand, and - (hereinafter referred to as "Contractor"), on the other hand.

- 1. <u>Services to Be Rendered.</u> Contractor shall provide all of those landscape maintenance services for the City-owned property located in **Sierra Madre**, as more particularly described in Attachment "A", attached hereto and incorporated herein by this reference. Such Services shall be provided in a professional and workmanlike manner to the satisfaction of City.
- 2. <u>Effective Date of Agreement</u>. This agreement shall become effective upon approval by the City Council of the City of Sierra Madre and when thereafter executed by all parties to the agreement.
 - 3. <u>Term.</u> This agreement shall be in effect for a term of two years from the effective date of this agreement. There is an option for a one year extension of this contract upon written mutual agreement between City and Contractor.
- 4. <u>Payment Terms.</u> In consideration for the services to be rendered by Contractor pursuant to this agreement, City agrees to pay Contractor the sum of \$---- per month for work performed to the City's satisfaction and as described in Attached "A.". Contractor shall invoice City monthly for the services rendered during the preceding month. City shall make monthly payments to Contractor within 30 days of receiving the invoice for the satisfactory completion of services for each month of the term of this agreement.
- 5. <u>Independent Contractor</u>. Contractor agrees that in performance of the terms of this agreement, Contractor, including any of its employees, representatives, or agents, is an independent contractor. Contractor shall not be considered to be acting as an employee of City for any reason or purpose during the term of this agreement or during the performance of any services performed pursuant to this agreement.
- 6. <u>Non-Assignability.</u> Contractor shall not assign or transfer this agreement, or any interest or obligation imposed herein, without first obtaining the written consent of City.
- 7. Termination of Agreement. In the event Contractor materially breaches any of the terms or provisions of this agreement or at the convenience of the City, the City shall have the right to immediately terminate the agreement by giving five days' written notice to Contractor. The written notice shall specify the effective date of termination of the agreement. In the event of such termination, City shall only be liable for the cost of services or work performed on or prior to the effective date of termination and, in no event, for any work or services provided after the effective date of termination of the agreement. In the event City terminates this agreement upon written notice, as provided for herein, City does not waive the right to pursue any and all other remedies available by law to City by virtue of Contractor's breach of this agreement.

8. <u>Notices.</u> Any notices that are required to be given, or which either City or Contractor may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally or when deposited in the United States Mail, postage prepaid, return receipt requested, addressed as follows:

City of Sierra Madre

Contractor

City Hall

ATTN: Director of Public Works 232 W. Sierra Madre Blvd.

Sierra Madre, CA 91024

- 9. <u>Insurance Requirements</u>. Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees, as follows:
 - a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- c. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- d. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
 - 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
 - 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt required, has been given to the City.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- f. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to 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, including endorsements affecting the coverage required by these specifications at any time. The failure to abide with the insurance provisions herein shall be deemed a material breach of this agreement.
- 10. <u>Indemnification</u>. Contractor shall indemnify and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.
- 12. <u>Governing Law</u>. Any dispute concerning or arising out of this agreement, or any provision thereof, shall be governed by California law.

between the parties hereto. Any amendment to this agreement shall be in writing and approved by the parties. If any term or condition hereof is held to be invalid, void or unenforceable, the remainder of the terms and provisions shall remain in full force and effect		
•	CITY OF SIERRA MADRE	
Date:	By:	
	CONTRACTOR	
Date:	By:	
Approved as to Form		
Teresa L. Highsmith, Interim City Attorney		

13. Entire Agreement and Severability. The above constitutes the entire agreement

ARTICLES OF AGREEMENT 2012-2014 LANDSCAPE MAINTENANCE **AGREEMENT**

IN THE CITY OF SIERRA MADRE, CALIFORNIA

THIS 2012-2014 Landscape Maintenance, AGREEMENT ("AGREEMENT")	is
made and entered into for the above-stated project this day	of
, 2012 (Council Action Date Here), BY AND BETWEEN the City	of
Sierra Madre, a municipal corporation, hereafter designated as "AGENCY", a	and
CONTRACTOR'S BUSINESS NAME, a corporation, hereat	fter
designated as "CONTRACTOR."	

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the 2012-2014 Landscape Maintenance, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the AGREEMENT, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time

the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

ARTICLE III: Compensation

	A. CON	TRACTOR	agrees to	receive and	d accept the	prices	s set fort	h in t	he
Bid	Proposal	and Bid	Schedule	as full	compensation	n for	furnish	ning	all
mate	rials, per	forming al	l work, a	nd fulfilling	g all obligation	ons h	nereunde	r. In	no
even	t shall the	e total com	pensation	and costs	payable to	Consi	ultant un	der ti	his
Agre	ement exc	eed the su	т of <u></u>						
Dolla	ırs (\$) unless	specificall	y approved	in c	advance	and	in
writi	ng by City	ı.]							

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

- B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of this AGREEMENT, the securities shall be returned to CONTRACTOR.

At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this

AGREEMENT shall be considered as included in the price for all contract items of work involved.

- A. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.
- B. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
- C. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

D. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the contract. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

- A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.
- B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware

of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless City for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Affect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Sierra Madre, California.

- B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.
- C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

CITY: Directo	or of Public Works	CONTRACTO	OR:
CITY OF SIER	RA MADRE		
232 W. Sierra	Madre Boulevard		
Sierra Madre,	CA 91024		

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority To Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

- A. All reports, documents or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.
- B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation,

national origin, ancestry, age, physical or mental disability or medical condition.

- C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this Xth day of Month, 20XX (Council Action Date Here)

CONTRACTOR:	Contractor's Business Name
	Control of O'm Nove Will
	Contractor's Sign Name, Title Contractor's License No. XXXXXX

26

86818.1

Subscribed and s	worn to this day of	, 2012.
NOTARY PUBLIC		(SEAL)
AGENCY:	Mayor of the City of Sierra Madre	Date
ATTESTED:	City Clerk of the City of Sierra Madre	Date
APPROVED AS TO FORM:	City Attorney of the City of Sierra Madre	Date

(EXECUTE IN DUPLICATE)

SECTION C 2012-2014 LANDSCAPE MAINTENANCE IN THE CITY OF SIERRA MADRE, CALIFORNIA

PROPOSAL INFORMATION AND DOCUMENTS

BID PROPOSAL
BID SCHEDULE
BIDDER INFORMATION
EXPERIENCE STATEMENT
DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

BID PROPOSAL 2012-2014 LANDSCAPE MAINTENANCE IN THE CITY OF SIERRA MADRE, CALIFORNIA

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the City on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL**, **BID SCHEDULE**, **BID BOND**, **NONCOLLUSION AFFIDAVIT**, **BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION**, **EXPERIENCE STATEMENT**, **DESIGNATION OF SUPPLIERS & SUBCONTRACTORS**, **BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE**, and **STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS**.

Contractor acknowledges receipt and inclusion of addenda to into this bid proposal and the contract documents.
Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of our proposal, or alternatively, there is attached a certified or cashier's check payable to the City, in the amount of at least 10% of the total amount of our proposal.
If our proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION**.

required evidences of insurance within ten (10) calendar days after receiving

written Notice of Award of Contract.

NAME OF BIDDER:	
MAILING ADDRESS:	
STATE OF INCORPORA	TION:
AUTHORIZED SIGNATU	

TITLE:	
DATE:	
(If Company	is a Corporation, provide corporate resolution per B2.06 PROPOSAL)

BID SCHEDULE 2012-2014 LANDSCAPE MAINTENANCE IN THE CITY OF SIERRA MADRE, CALIFORNIA

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION D-TECHNICAL SPECIFICATIONS AND MODIFICATIONS**. The City reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The City reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the City.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER:
CONTRACTOR'S LICENSE NO.:
AUTHORIZED SIGNATURE:
TITLE:
DATE:

BID SCHEDULE (Continued)

2012-2014 LANDSCAPE MAINTENANCE IN THE CITY OF SIERRA MADRE, CALIFORNIA

	Landscape	Unit	Monthly Amount	Annual Amount
Cat.	Maintenance	Price		
1	FACILITIES			
	MEDIANS,			
2	PARKSWAYS AND			
	ISLANDS			
3	CITY PARKS			
	DOWNTOWN			
4	STREETSCAPE AND			
	PARKING DISTRICT			

^{*}See Proposal Bidding Schedule on Page 11 for details.

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

Bid Schedule Total: \$				
Bid Schedule Total (in words):				
(Company Name of Bidder)	 (Date)			

BIDDER INFORMATION 2012-2014 LANDSCAPE MAINTENANCE IN THE CITY OF SIERRA MADRE, CALIFORNIA

BIDDER certifies that the following information is true and correct:
Name of Bidder:
Business Address:
Telephone:FAX:
E-mail:
Contractor's License No.:
License Expiration Date:
The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone #)
Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

Prior Disqualification
Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No If yes, provide the following information. (If more than once, use separate sheets):
Date: Entity:
Location:
Reason:
Provide Status and any Supplemental Statement:
Has your firm been reinstated by this entity? Yes / No
<u>Violations of Federal or State Law</u>
A. Has your firm or its officers been assessed any penalties by any AGENCY for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?
Yes / No: Federal / State:
If "yes", identify and describe, (including status):
Have the penalties been paid? Yes / No:

Business and Pro	ofessions Code or State Licensin	ig laws?
Yes / No:	Codes / Laws:	. Section / Article:
If "yes", identify and des	scribe (including status):	
all of the representation	of perjury under the laws of the as made in this BIDDER INFOR	RMATION are true and
	day of	, 2012, at
_	, California.	
Authorized Representat	ive Signature and	
Title		

B. Does you firm or its officers have any ongoing investigations by any

AGENCY regarding violations of the State Labor Code, California

EXPERIENCE STATEMENT 2012-2014 LANDSCAPE MAINTENANCE IN THE CITY OF SIERRA MADRE, CALIFORNIA

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title:		
Date:	Project Value:	_ Contact:
Tel #		
Description:		
Project Title:		
Client:		
	Project Value:	
Tel #		
Description:		

EXPERIENCE STATEMENT (Continued) 2012-2014 LANDSCAPE MAINTENANCE IN THE CITY OF SIERRA MADRE, CALIFORNIA

Project Title:			
Date:	Project Value:	Contact:	_
Tel #			
Description:			
Duningt Title			
Chent:			
Date:	Project Value:	Contact:	_
Tel #			
Description:			
all of the representant correct. Exe			
Authorized Repre	esentative Signature and Ti	ile	

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS 2012-2014 LANDSCAPE MAINTENANCE IN THE CITY OF SIERRA MADRE, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the SSPWC, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the SSPWC, without the written approval of the City.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are being made under the penalty of perjury. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER:		
AUTHORIZED SIGNATURE:		
Date:		

SECTION D 2012-2014 LANDSCAPE MAINTENANCE IN THE CITY OF SIERRA MADRE, CALIFORNIA

CONTRACT INFORMATION AND DOCUMENTS NON-COLLUSION AFFIDAVIT WORKER'S COMPENSATION INSURANCE CERTIFICATE INSURANCE ENDORSEMENT STATEMENT RE INSURANCE COVERAGE STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

	NON-COLLUSION AFFIDAVIT
State of California	
County of Los Angeles)) ss.
County of Los Angeles)	
is of bid, that the bid is not undisclosed person, pa corporation; that the bid bidder has not directly put in a false or sham conspired, connived, or sham bid, or that anyo in any manner, directly or conference with anyo bidder, or to fix any ove that of any other bidde awarding the contract of statements contained in not, directly or indirect thereof, or the contents thereto, or paid, and we company association, of	ng first duly sworn, deposes and says that he or she, the party making the foregoing made in the interest of, or on behalf of, any remership, company, association, organization, or id is genuine and not collusive or sham; that the or indirectly induced or solicited any other bidder to bid, and has not directly or indirectly colluded, agreed with any bidder or anyone else to put in a me shall refrain from bidding; that the bidder has not or indirectly, sought by agreement, communication, one to fix the bid price of the bidder or any other erhead, profit, or cost element of the bid price, or of anyone interested in the proposed contract; that all in the bid are true; and, further, that the bidder has ly, submitted his or her bid price or any breakdown of thereof, or divulged information or data relative ill not pay, any fee to any corporation, partnership, organization, bid depository, or to any member or ate a collusive or sham bid."
Contractor's Sign Nar	me, Title
Contractor's Business	s Name
Mailing Street Addres	s
City, State, Zip Code	
Telephone #	
Notary Public in and fo of <u>Los Angeles</u> State of California.	to before me this day of, 2012. r the County s, 20

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

DATE:		
(Contractor Business Name		
By:		
(Signature)		
(Title)		
	Attest:	
	By:(Signature)	
	(Title)	

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of I	Insurance Company:	
Policy Nu	umber:	
Effective	e Date:	
The follow	wing endorsements are hereby incorporated b	y reference onto
	hed Certificate of Insurance as though fully s	
1.	The naming of an additional insured as h not affect any recovery to which such would be entitled under this policy if n additional insured, and	erein provided shall additional insured
2.	The additional insured named herein sha for any premium or expense of any natu any extensions thereof, and	
3.	The additional insured named herein shabeing so named be considered a meminsurance company for any purpose what	ber of any mutual
4.	The provisions of the policy will not be che canceled or otherwise terminated as to additional insured named herein without additional insured twenty (20) days written	nanged, suspended, the interest of the at first giving such
5.	Any other insurance held by the addition be required to contribute anything to expense covered by the insurance, which this certificate.	al insured shall not ward any loss or
	The company provided insurance for t company licensed to do business California with a Best's rating of A+ VII eed that the <u>City of Sierra Madre</u> , its office	in the State of I or greater.
	ed Insurance Agent Date	
	54 Buto	

STATEMENT REGARDING INSURANCE COVERAGE 2012-2014 LANDSCAPE MAINTENANCE IN THE CITY OF SIERRA MADRE, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:	
MAILING ADDRESS:	
AUTHORIZED SIGNATU	JRE:
TITLE:	
DATE:	

STATEMENT REGARDING THE CONTRACTOR'S LICENSING LAWS 2012-2014 LANDSCAPE MAINTENANCE IN THE CITY OF SIERRA MADRE, CALIFORNIA

[Business & Professions Code § 7028.15] [Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

a) It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:

(1)The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by

Section 10164 of the Public Contract Code or on any

local agency project governed by Section 20104 [now §

20103.5] of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

 In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.

- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
 - Unless one of the foregoing exceptions applies, a bid e) submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.
 - f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
 - g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the

contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Contractors License Num	iber:
License Expiration Date:	
Authorized Signature:	
Date:	

GENERAL PROVISIONS – MAINTENANCE

SECTION 1 – SPECIFICATIONS AND DEFINITIONS

1.01 Referenced Specifications

- A. <u>STANDARD SPECIFICATIONS</u> The "Standard Specifications for Public Works Construction" of the American Public Works Association, latest edition, and all subsequent amendments, supplements, and additions.
- B. <u>AASHO DESIGNATIONS</u> The latest revised Specifications of the State Highway Officials.
- C. <u>CALTRANS STANDARD SPECIFICATIONS</u> The Standard Specifications, latest edition, and the Standard Plans, latest edition, of the State of California, Department of Transportation.
- D. <u>W.A.T.C.H. MANUAL</u> The latest revised publication of the Work Area Traffic Control Handbook.
- E. <u>Pruning Standards</u> from the Western Chapter of the International Society of Aboriculture, latest edition.

1.02 Incorporation of Referenced Specifications

The referenced specifications are incorporated herein, except as may be modified herein. In case of a conflict between the referenced specifications and the provisions contained herein, the provisions contained herein shall take precedence over and be used in lieu of such conflicting portions. The work embraced herein shall be done in accordance with the referenced specifications, the provisions contained herein, and the Special Provisions.

1.03 Definitions

Agency: Where the word "Agency" or "agency" appears in the referenced

specifications or herein, it shall mean the City of Sierra Madre.

<u>Bidder</u>: Any person or entity submitting a competitive bid for consideration by

the City of Sierra Madre for contractual work.

Board: Where the word "Board" or "board" appears in the referenced

specifications or herein, it shall mean the City Council of the City of

Sierra Madre.

<u>City</u>: City of Sierra Madre, Los Angeles County, California.

Contractor: The prime contractor under this contract with the City and, if the

context requires, any subcontractors. The prime contractor shall ensure that subcontractors comply with the provisions of this contract.

Council: City Council of the City of Sierra Madre.

Days: Where the word "Days" or "days" appears in the referenced

specifications or herein, it shall mean consecutive calendar days

unless otherwise noted.

Department: Where the word "Department" or "department" appears in the

referenced specifications or herein, it shall mean the Public Works

Department of the City of Sierra Madre.

Director: The Public Works Director of the City of Sierra Madre, acting

personally or through agents or assistants duly authorized by him.

MCO: The Maintenance Contact Officer is the person authorized to act for

the Director in the supervision of work covered by these provisions,

limited to the particular duties entrusted to him.

Working Titles: Working titles having a masculine gender, such as "workman" and

"journeyman," and the pronoun "he" are utilized in the specifications for the sake of brevity and are intended to refer to persons of either

sex.

SECTION 2 – BID REQUIREMENTS

2.01 Bid

The Bid shall be made on the form provided with all items filled out and properly executed. The Bid shall be signed in longhand: by the Bidder if an individual, by a member of the partnership if a partnership, or by an officer of the corporation authorized to sign contracts in its behalf if a corporation. If made by a corporation, the Bid shall also show the name of the state under the laws of which the corporation is chartered or organized.

Bidders are warned against making erasures or alterations of any kind on their Bids. Bids that contain omissions, erasures, alterations, conditions, or additions not called for may be rejected.

2.02 Bid Guarantee

The Bid must be accompanied by a Bidder's bond, certified check, or cashiers check in an amount of not less than ten percent (10%) of the amount of the Bid, payable to the City. The form of the Bidder's bond required follows the signature page of the Bid form provided.

2.03 Non-collusion Affidavit

The Contractor shall also sign and submit with his Bid the non-collusion affidavit in the form annexed with the Bid documents provided.

2.04 Contractor's Licensing

At the time the contract is awarded, the Bidder shall be properly licensed in accordance with the laws of this State. Any Bidder or Contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board. Failure of the Bidder to have proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract as provided in Section 3.02 and shall result in the forfeiture of the Bidder's Bid guarantee. Each Bidder shall submit a copy of his license with the Bid package at the time of his Bid submittal.

2.05 Examination of Plans, Specifications and Site of Work

The Bidder shall examine carefully the site of the work and the specifications therefor and shall satisfy himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. Job walk scheduled for September 17, 2012, at which time staff will available to walk the project and answer questions.

The submission of the Bid shall be conclusive evidence that the Bidder has satisfied himself through his own investigation as to the conditions to be encountered, the character, quality, and quantity of the work to be performed, materials and equipment to be furnished, and all requirements of the drawing and specifications.

If discrepancies or apparent errors are found in the drawings and specifications prior to Bid opening, the Bidder shall submit a written request for clarification, which will be given in the form of an addendum to all Bidders if time permits (see Section 2.06 following). Otherwise, in figuring the work, Bidders shall consider that any discrepancies or conflicts between the drawings and specifications shall be governed by the referenced specifications.

Where investigations of subsurface conditions have been made by the City in respect to foundations or other structural design or where that information is shown in the plans or furnished to the Bidders in any way, said information represents only the statement by the City as to the character of materials that has been actually encountered by it in its investigation and is only included for the convenience of Bidders. No information provided by the City shall relieve the Bidder of his responsibility to investigate and satisfy himself of all aspects of the work to be performed nor of the submission of his Bid as conclusive evidence of having done so.

2.06 Addendum

The correction of any discrepancies or omissions from the drawings and specifications or other contract documents or any interpretation thereof during the Bid period will be made by the City only by way of a written addendum. The City will mail, email, fax or deliver a copy of each such addendum to each person receiving a set of these documents, and each such addendum shall be a part of the contract. Each Bidder shall sign a copy of the addendum in accordance with Section 2.01 and return it to the City with its bid. Failure to do so will result in bid rejection. Any other interpretation or explanation will not be

considered binding.

2.07 Estimated Quantities

The quantities given in the Bid form are approximate, being given as a basis for the comparison of Bids only, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith. The City reserves the right to increase or decrease the amount or portion of the work or to omit any portion of the work as may be deemed advisable or necessary by the Director.

2.08 List of Subcontractors

The Contractor shall perform with his own organization and with workmen under his immediate supervision work of a value of not less than fifty percent (50%) of the total value of all work embraced in the contract. In the Bid, the Contractor shall list (a) the name and address of each and every subcontractor who will perform work included in the contract, if awarded to that Bidder, and (b) the portion of work that will be done by each named subcontractor.

2.09 Mistake in Bid

Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of Bidders and in particular to the requirement therein, that if the Bidder claims a mistake was made in his Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2.10 Eligibility to Bid

Attention is directed to Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), which provides as follows:

Any state agency may suspend, for a period of up to three (3) years from the date of conviction, any person from Bidding upon, or being awarded, a public works or services contract with the agency under this part or from being a subcontractor at any tier upon the contract, if that person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the Bidding upon, award of, or performance of any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purpose of this article, the Regents of the University of California or the trustees of the California State University. A state agency may determine the eligibility of any person to enter into a contract under this article by requiring the person to submit a statement under penalty of perjury declaring that neither the person nor any subcontractor to be engaged by the person has been convicted of any of the offenses referred to in this section within the preceding three (3) years.

SECTION 3 – AWARD AND EXECUTION OF CONTRACT

3.01 Award of Contract

After the Bids have been opened and read, they will be checked for accuracy and compliance with the required Bid documents and the Special Provisions for the work encompassed by the Bid item. If the unit price and the total amount named for any item do not agree, the unit price will be deemed to set forth the Bidder's intention.

The City reserves the right to reject any or all Bids and to waive any irregularity in a Bid. The award of a contract, or contracts, if it be awarded, will be to the lowest responsible Bidder overall or per bid category whose Bid complies with all the prescribed requirements of the bid and who is qualified to do the work as specified. Award of any contract, if made, will be made by the Council within ninety (90) days after Bid opening.

3.02 Execution of Contract

A contract agreement shall be executed by the Bidder awarded the contract on the form provided by the City, and the Bidder shall return the executed contract, together with the bonds, certifications of insurance and endorsements, and other documents required herein within ten (10) days after receipt of said contract from the City. After execution by the City, one copy of the contract will be returned to the Contractor. If the Bidder to whom the award is made fails or refuses to enter into the contract within the time provided, the Bid guaranty shall be forfeited as liquidated damages for failure to enter into the contract. The Council may then award the contract to the next lowest responsible Bidder.

3.03 Contract Bonds

The successful Bidder, simultaneously with the execution of the contract, shall furnish a Labor and Materials Bond in an amount of not less than one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount of not less than one hundred percent (100%) of the monthly contract price. Said bonds shall be secured from a surety company satisfactory to the City, and the premiums thereon shall be paid by the Contractor. The bonds shall be and remain in full force and effect from the time of execution of the contract through and including sixty (60) days following completion of the work and final acceptance of the work by the Council, except that in the case of early termination of the contract, the provisions of Section 10.10 shall apply.

3.04 Insurance

The Contractor shall furnish the City with satisfactory proof of carrying the insurance required by submitting certificates of insurance policies and endorsements of the additional named insureds to the Director prior to the commencement of the work under this contract. All the policies shall be endorsed as follows: "It is hereby understood and agreed that the Policy to which this certificate refers may not be canceled, materially changed, nor the amount of coverage thereof reduced nor the policy allowed to lapse until 30 days after receipt by the City Clerk of the City of Sierra Madre, P. O. Box 427, Sierra

Madre, California 91025, of a registered written notice of such cancellation or reduction in coverage." In the event of any proposed cancellation, change, or lapse, the Contractor is responsible for securing replacement insurance in accordance with the provisions hereof so that all required insurance coverage is continuous, and the Contractor shall furnish the City with satisfactory proof of carrying such new insurance (complete with required endorsements) prior to expiration of the discontinued, materially changed, or lapsed insurance policy(ies).

The Contractor shall take out and maintain during the life of the contract the following public liability and property damage insurance in which the City, the Director, and City officers, agents, and employees shall be named as additional insureds and which shall protect the Contractor, any subcontractor performing work covered by the contract, and also the City, the Director, and City officers, agents, and employees from claims for personal injury including accidental death and/or personal and property damages that may arise from the operations under the contract, whether such operations be performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, and the limit of liability for such insurance shall be as stated below.

The Contractor shall not commence work under this contract, nor shall the Contractor allow any subcontractor to commence work on his subcontract, until the City has received and approved the required certificates for the following policies:

- A. Workers' Compensation Insurance to cover employees as required by the Labor Code of the State of California, and the Contractor shall require all subcontractors to provide such compensation insurance for all of the latter's employees.
- B. Public liability and property damage insurance against damage claims that may arise from operations whether by the insured or by anyone directly or indirectly employed by him. In addition, the insurance shall name the City of Sierra Madre and its officers, officials, employees and agents as "additional insureds" under the policies by specific endorsement. The Contractor shall provide to the City of Sierra Madre, an insurance policy endorsement in a form and substance similar to the one included in these bid documents, as determined by the City Attorney in his/her discretion. Minimum liability and property damage insurance shall be not less than five hundred thousand dollars (\$500,000) for all damages arising out of bodily injury to or death of one person and not less than two million dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of more than one person in any one occurrence, and not less than five hundred thousand dollars (\$500,000) for all damages and/or destruction of property in any one occurrence and not less than five hundred thousand dollars (\$500,000) for all damages and/or destruction of property during the policy period.
- C. Motor vehicle public liability and property damage insurance covering each automobile, truck, and other vehicle used in the performance of the contract to protect against liability for damages on account of property damage or bodily injury including death resulting from any accident that may arise from the operations of anyone in connection with the work contemplated herein in an amount of not less than five hundred thousand dollars (\$100,000) for one person, two million dollars

(\$2,000,000) for more than one person, and property damages in the sum of five hundred thousand dollars (\$100,000).

3.05 Permits and Licenses

The City requires the issuance of a City Business License as a condition precedent to being engaged as a contractor within the City. The Contractor is responsible for applying for and obtaining a Business License from the City. The Contractor shall submit proof of Business License at the time he provides the City with the required bonds and certificates of insurance and endorsements.

Unless otherwise specified, the Contractor shall procure all permits and other licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work.

3.06 Return of Bid Guarantees

When the award of the contract has been made, the Bid guarantees accompanying such of the Bids that are no longer to be considered in making the award will be returned. The remaining guaranties will be returned when the contract has been fully executed.

SECTION 4 - CONTRACTUAL RELATIONS AND NON-ASSIGNMENT

4.01 Non-assignment of Contract

No assignment by the Contractor of the contract or of any part thereof or of funds to be received hereunder by the Contractor will be recognized by the City unless such assignment has received the prior approval of the Council and the surety has been given due notice of such assignment in writing and has also consented thereto in writing.

4.02 Status of Subcontractors

Subcontractors of the Contractor will not be recognized as independent contractors, and all persons engaged in the work under this contract will be considered employees of the Contractor.

4.03 Contractor not an Agent

The right of the City to supervise generally and review the work shall not make the Contractor an agent of the City.

4.04 Non-liability of City Employees

The City, the Director, and City officers, agents, and employees shall not be responsible for any liability of the Contractor or of the Contractor's subcontractor(s) arising under this contract nor shall they be held responsible for the care or protection of any material or parts of the work prior to final acceptance by the Council except as expressly provided in the specifications to the contract.

<u>SECTION 5 – CONTROL OF THE WORK AND MATERIALS</u>

5.01 Work To Be Done; Equipment

The intent of these specifications is to prescribe and provide for the complete and finished performance and accomplishment in every respect of the entire contemplated work or improvement(s) indicated by the drawings and specifications. It is understood and agreed that the Contractor is required to and will perform, construct, and complete the work or improvement(s) required by this contract in a thorough, satisfactory, and workmanlike manner in accordance with the provisions hereof, the referenced specifications, and the Special Provisions; to leave the work site in a neat, clean, and orderly condition upon completion of the work; and to furnish and provide in connection with all the work and cleanup all necessary labor, tools, implements, equipment, machinery, methods or processes, materials and supplies except such as is specified as will be furnished by the City. All equipment must be in good state of repair and maintained in such good state during the progress of the work. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of capacity for any equipment be exceeded.

5.02 Quality of Materials and Source of Supply

All materials to be incorporated into the work under the contract shall be new and unused and shall conform to the requirements of these provisions and the referenced specifications.

Promptly after the approval of the contract, the Contractor shall notify the Director of the proposed sources of supply of all materials to be furnished by him by providing a complete list of names and addresses of all suppliers of material to be used on the project. The Contractor shall not use any materials not previously approved by the Director, and the Director's approval of the proposed sources shall not be unreasonably withheld.

All materials proposed for use may be inspected or tested at any time during their preparation and use. If, after trial, it is found that sources of supply that had been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. After approval, any material that becomes unfit for use due to improper storage, handling, or any other reason shall be rejected.

5.03 Employees of the Contractor

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing accurately and to the satisfaction of the Director all work required under this contract during the regular prescribed hours and working days as set forth in Section 7.02.

At least one member of any crew of the Contractor and/or any of his subcontractors at each site/facility shall be able to read and speak English fluently.

All personnel in the Contractor's field operations shall wear and maintain a presentable uniform, orange safety vests while working along traffic areas, and an employee name tag.

5.04 Authority of the Public Works Director

The Director shall have general supervision and direction of the work and may be represented on the work by a duly authorized inspector. Any order given by the Director not required to be in writing will on request of the Contractor be confirmed by the Director in writing.

All claims of the Contractor and questions that may arise as to quality or acceptability of materials furnished and work performed and/or as to the manner of performance and the rate of progress of the work; all questions as to the interpretation of the contract, contract drawings, and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation shall be referred to the Director for decision. His decision shall be final and conclusive.

5.05 Supervision by Contractor

The Contractor shall give efficient supervision to the work, using his best skill and attention, and shall provide and keep on the work site at all times during its progress a competent superintendent and any necessary assistants, all of whom, within reason, shall be satisfactory to the Director. All directions of the Director shall be received and obeyed by the superintendent or crew leader in charge of the particular work in reference to which orders are given, and all such directions given to the superintendent or crew leader shall be binding upon the Contractor and as if given to the Contractor in person.

5.06 Responsible Representative

The Contractor shall designate in writing before starting work an authorized representative who shall have the authority to represent and act for the Contractor and who shall be authorized by the Contractor to execute all contract related documents including change orders and contract quantity agreements. The designated person shall act as the Contractor's public relations representative to answer and negotiate solutions to resolve public complaints that result from Contractor's activities. The designated representative shall be available at all times during regular working hours throughout the contract duration to respond in person to any party initiating contract related complaints. The Contractor shall not substitute or put in place an alternate designated representative without prior written consent from the Director, which consent shall not be unreasonably withheld.

Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangement acceptable to the Director shall be made in advance for any emergency work that may be required.

5.07 Inspection

The Director shall at all times have access to the work and shall be furnished with every

reasonable facility for acquiring full knowledge respecting the progress of the work, the workmanship, and the character of materials used and employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Director so that proper inspection may be provided. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected notwithstanding that such defective work and unsuitable materials have been previously overlooked by the Director or accepted.

5.08 Errors or Discrepancies Noted by the Contractor

If the Contractor, either in commencing the work or in the course of the work, finds any discrepancy between the specifications and the drawings or between the physical conditions at the site of the work and the drawings or finds any error or omission in any specification or in any survey, he shall promptly notify the Director in writing of such discrepancy, error, or omission. If the Contractor observes that the specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he shall promptly notify the Director in writing of such conflict.

The Director, upon receipt of any such notice, shall promptly investigate the circumstances and give instructions to the Contractor. Until such instructions are given, any work done by the Contractor, either directly or indirectly, after his discovery of such error, discrepancy, or conflict, will be at his own risk, and he shall bear all costs arising therefrom. Delay on the part of the Contractor in notifying the Director in writing of any conflicts shall not excuse the Contractor from timely performing the work.

Should it appear that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the specifications, the Contractor shall apply to the Director for such further explanation as may be necessary and shall conform to such explanation or interpretation. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

5.09 <u>Defective and Unauthorized Work</u>

All work that is defective in its construction or deficient in any of the requirements of the specifications shall be remedied or removed and replaced by the Contractor in a manner acceptable to the City at his own expense. Upon failure on the part of the Contractor to comply forthwith with any order from the Director made under the provisions hereof, the Director and/or the City may cause the defective work to be remedied or removed and replaced at the expense of the Contractor. No work outside the scope of these bid documents shall occur without the prior written approval of the Director.

5.10 <u>Dismissal of Unsatisfactory Employees</u>

If any person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the Director or is in the opinion of the Director incompetent, unfaithful, intemperate or disorderly, uses threatening or abusive language to any person representing the City, or is otherwise unsatisfactory, that person shall, upon request of the Director, be removed from working on this contract in the City.

Personnel of the Contractor who carry on their work in a noisy or careless manner or who violate the provisions of the State Motor Vehicle Code while working shall be removed from working on this contract.

5.11 Temporary Suspension of Work

The Director shall have the authority to suspend the work, wholly or in part, for such period as he may deem necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately comply with the written order of the Director to suspend the work wholly or in part and shall not resume the work until ordered to do so in writing by the Director.

In the event a suspension of work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the work, such suspension of work shall not relieve the Contractor of his responsibility to complete the work within the time limit set forth herein and shall not be considered cause for extension of the time for completion and, further, such suspension of work shall not entitle the Contractor to any additional compensation.

SECTION 6 – CONTROL OF WORK SITE

6.01 Public Convenience

Landscape maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners and the general public utilizing city facilities. Convenient access to driveways, houses, and buildings along the line of the work shall be maintained at least each morning and evening, and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition at all times.

6.02 Existing Utilities

The utility companies listed below can be contacted as indicated:

1.	Southern California Gas Co.	(800) 427-2200
2.	Southern California Edison Company	(800) 655-4555
3.	Verizon Phone Company	(626) 813-4511
4.	Cable TV (Time Warner Cable)	(310) 647-6616
5.	Water & Sewer, Public Works Services Center	(626) 355-7135

6.03 Preservation of Property

Trees and shrubbery, pole lines, fences, signs, survey markers and monuments, buildings, structures, conduits, pipelines, underground utilities, and other improvements and facilities that are to remain in place within or adjacent to the work shall be protected from injury or damage. If ordered by the Director, the Contractor shall provide and install suitable

safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, the Contractor shall immediately notify the owner thereof and the Director of such damage and the Contractor shall, at is sole cost and expense, repair, replace, or restore such objects to a condition as good as when the Contractor entered upon the work to the satisfaction of the owner.

Except in the case of making good damaged objects, as above set forth, the Contractor shall not perform work upon private property.

SECTION 7 - PROSECUTION OF THE WORK

7.01 Beginning of Work

After return of the executed contract, together with prescribed bonds, emergency contact information, and certificates of insurance and endorsements, the Contractor may request permission to enter upon the work site and begin operations. Any work performed by the Contractor in advance of receipt of an official Notice to Proceed shall be at the Contractor's own risk. In any event, the Contractor shall notify the Director two (2) days prior to beginning the work. Once the Contractor has started work on the project, he shall diligently prosecute the work to completion.

7.02 Working Days

Working days under this contract are any day except Saturdays, Sundays, or legal holidays and days on which the Contractor is specifically required by the Special Provisions, by his labor contract, or by law to suspend construction operations. Also excepted is any day on which the Contractor is prevented by inclement weather or conditions resulting therefrom from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five hours toward completion of the current controlling operations.

The Contractor shall not perform any work between the hours of 4:30 p.m. and 7:00 a.m. without the prior permission of the Director, except in the case of an emergency. In all cases, the Contractor shall reimburse the City for any expenses incurred by the City for any overtime inspection.

7.03 Cooperation with Others

Nothing contained in these documents shall be interpreted as granting to the Contractor exclusive occupancy of city facilities for the work. Should construction be under way or subsequently begun by other forces or contractors within or adjacent to the limits of the work or in the vicinity of the work to be done under this contract, the Contractor shall so conduct his operations as to interfere to the least possible extent with the work of such other forces or contractors. If the performance of this contract is likely to be interfered with by the performance of some other forces or contractors, the Director shall decide which contractor shall continue or whether the work can proceed simultaneously.

Any difference or conflicts which may arise between the Contractor and such other forces

or contractors because of delays or hindrance to each other shall be determined and adjusted if necessary by the Director. If the work of the Contractor is delayed because of any acts or omissions of any other force or contractor, the Contractor shall on that account have no claim for additional compensation or extra cost against the City, except if caused by the City and unreasonable under the circumstances.

The Contractor shall cooperate with all park users, facility users and City Staff at all times.

7.04 Suggestions to the Contractor

Any plan or method suggested to the Contractor by the Director or inspector but not specified or required, if adopted or followed in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City and the Director will assume no responsibility thereof.

7.05 Unavoidable Delays

In the event of delays resulting from causes beyond the control and without the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the public enemy, acts of the government, acts of the City, acts of another contractor in the performance of a contract with the City, fire, flood, epidemics or strikes, the Contractor may request through the Director that the City grant the Contractor an extension of time for completion of the work so delayed. In making the request, the Contractor bears the burden of establishing to the City's satisfaction both the fact of the delay from a cause beyond the control and without the fault or negligence of the Contractor and the length of the delay so caused.

SECTION 8 - EMERGENCIES/PUBLIC SAFETY

8.01 <u>Prevention of/Provision in case of Emergencies</u>

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger, damage, and loss of life or property that would result from the prosecution of the work, from the interruption of the work; or from the failure of partly completed work.

Without in any way limiting the foregoing, unusual conditions may arise during the prosecution of the work that require the taking of immediate and unusual provisions to protect the public from danger or loss or to protect from damage to life and property, whether due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the City, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public, the protection of utilities, adjacent structures, or property that may be injured by the process of the work or on account of such neglect and whenever, in the opinion of the City, immediate action shall be considered necessary in order to protect such interests or to prevent likely loss of human

life or damage on account of the operations under the contract, then and in that event the City may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the City, may seem reasonable and necessary. The cost and expense of said labor and material together with the cost and expense of such repairs as may be deemed necessary shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of bills therefor, duly certified by the Director, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due or which may become due to the Contractor. Failure of the City, however, to take such precautionary measures shall not relieve the Contractor of his full responsibility for safety and protection. The foregoing is in addition to and not in limitation of any other rights or remedies available to the City.

8.02 Public Safety

All personnel shall be familiar with all proper delineation procedures according to the W.A.T.C.H. manual and shall use these traffic safety techniques always when working in or near traffic lanes.

All warning signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Department of Transportation. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflectors. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.

Whenever the Contractor's operations require one-way traffic or create a condition hazardous to the public traffic, he shall provide and station competent flagmen whose sole duties shall consist of directing the movement of traffic through or around the work.

No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway or public property open for use by the public traffic. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.

Should the Director point out the inadequacy of warning devices or should the Director approve the location of warning devices, such action shall not relieve the Contractor of responsibility for public safety nor abrogate his obligation to furnish and pay for all safety devices. Should it be determined by the City during hours other than work hours that the warning devices are not adequate and the Contractor is not timely available, the City may furnish and erect, at the Contractor's sole expense, such additional devices as may be necessary.

Failure to comply with adequate public safety will result in the Contractor paying the City the sum of two-hundred dollars (\$200.00) per incident in addition to any costs and expenses the City incurs on account of remedying the Contractor's failure.

8.03 Emergency Response

The Contractor must maintain telephone service so that all calls from the City to the Contractor have no toll charge. The Contractor shall supply the City with name(s) and telephone number(s) of responsible person(s) representing the Contractor for twenty-four (24) hour, seven (7) days a week emergency response. The information shall remain current at all times. Any changes shall be forwarded to the City in writing within twelve (12) hours of any such change. The Contractor's failure to maintain current emergency information with the City shall result in a two hundred dollar (\$200.00) charge for each occurrence. The Contractor shall deliver this information initially to the City at the time he provides the required bonds and certificates of insurance and endorsements.

Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition in accordance with the provisions herein. Twenty-four (24) hours a day, seven (7) days a week, the Contractor shall respond by telephone call or in person within two (2) hours of the City's attempt to contact the Contractor's designated representative about an emergency condition. The Contractor's failure to timely respond shall result in a two hundred dollar (\$200.00) charge per incident. The Contractor's failure to respond shall also subject the Contractor to any primary or secondary costs arising from said emergencies.

8.04 Emergency Personnel

In situations involving an emergency after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour of being informed or of having knowledge, even if just in part, of the emergency. The Contractor's dispatched vehicle shall carry sufficient equipment to effect safe control of traffic. When the Contractor arrives at the site, the Contractor shall set up all necessary traffic warning and control devices and proceed to make necessary corrections on a temporary basis.

8.05 Notification to City of Emergency Work

In the event that emergency work is required, the need for which has not been conveyed by the City to the Contractor, the Contractor shall notify the Director or representative of the Director by telephone in advance before commencing such work. Non-emergency work for safety or protection requires written approval from the Director before the work is performed, which approval shall not be unreasonably withheld.

8.06 Complaint Requests

The Contractor must correct all complaint (service) requests within two (2) working days. Failure of the Contractor to respond within two (2) working days of written notification by the MCO shall give the City the right to deduct one hundred (\$100.00) dollars per incident or have the necessary work performed by City crews, other contractors, or day labor, and any costs incurred in so doing shall be deducted from the payment to the Contractor for the month in which the work was performed.

SECTION 9 - EXTRA WORK/ADDITIONS TO THE SYSTEM

9.01 Extra Work

Extra work is defined as additional work required by changes in the details of work shown on the specifications. No work of any kind shall be considered as extra work unless a separate authorization is issued by the City for said work before Contractor commences said work.

In the event the Contractor is required by the City and agrees to perform extra work, the following will govern such extra work.

- A. An estimate of the costs of the extra work and the time to complete the same shall be submitted to the City for approval prior to extra work being done. After the City authorizes any extra work, the Contractor shall maintain records sufficient to distinguish the costs and hours of the extra work from all other work, and such records shall be available to the City for inspection prior to the City paying for the extra work. The Contractor shall furnish reports of extra work, itemizing all costs for labor, hours worked, materials and equipment.
- B. Depending upon the nature of the extra work, it will be executed under the direction of the Director on a time and materials basis or on an agreed upon lump sum price.

9.02 Additions to the Project Scope

In the event that additional areas of work are added to the contract, they will be added at the rate(s) as specified in the Bidding schedule for additions to the project.

<u>SECTION 10 – LEGAL RELATIONS AND RESPONSIBILITIES</u>

10.01 Compliance with Laws and Regulations

The Contractor shall keep himself fully informed of and shall observe and comply with and shall cause any and all persons employed by him or under him to observe and comply with all Federal, State, County, and City laws, ordinances, regulations, orders, and decrees that in any manner affect the conduct of the work.

Without in any way limiting the foregoing, the Contractor, his subcontractors, and their employees shall strictly conform to the rules and regulations of the Federal Occupational Safety and Health Administration (OSHA) and the State of California Division of Industrial Safety (DIS). Failure to comply with OSHA and DIS rules and regulations will result in immediate action by the City to gain compliance at the Contractor's expense.

10.02 Non-Discrimination

There shall be no discrimination against any employee who is employed by the Contractor or any of his subcontractors or by any agent of the foregoing in the work covered by this

contract or against any applicant for such employment on account of race, religion, color, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

10.03 Patents

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used in or incorporated into the work, and the Contractor agrees to and shall indemnify and hold harmless the City, the Director, and City officers, agents, and employees from all lawsuits or actions of every nature and kind for or on account of the use of any patented materials, equipment, devices or processes.

10.04 <u>Unfair Business Practices Claims</u>

Attention is directed to the provisions of Public Contract Code Section 7103.5 concerning the assignment of unfair business practices claims to the awarding body. Public Contract Code Section 7103.5 provides as follows:

In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

10.05 Sanitary Provisions

10.06 Contractor's Liability

The Contractor shall save, keep and hold harmless the City, the Director, and City officers, agents, and employees against and from all claims and liability for damage to property or for personal injury caused by, received by reason of, or occurring in the course of performing the work authorized under this contract or that may be occasioned by any act or omission on the part of the Contractor, his subcontractors, agents, or employees.

10.07 Contractor's Responsibility for Work

Until the formal and final acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear all risks of accident, loss, or damage to any and all parts thereof by reason of the elements, non-execution or mal-execution of the work.

10.08 Warranty of Title

No materials, supplies, or equipment for the work under this contract shall be purchased by the Contractor or his subcontractors, agents or employees subject to any chattel mortgage or under a conditional sale contract or other agreement whereby a third party obtains a security interest in the materials, supplies, or equipment, and the Contractor, his subcontractors, agents, and employees shall thereafter keep all material, supplies, and equipment purchased and value added thereto free from any and all security interests of a third party. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the work and further agrees to deliver the premises and work, including without limitation all improvements and appurtenances constructed or placed thereon under the contract, free of any lien, claim, or right of lien or claim thereon for material, supplies, equipment, labor, or otherwise by anyone.

Nothing contained herein shall defeat or impair the rights of persons furnishing materials, supplies, equipment, or labor to make a claim against any bond given by the Contractor for their protection and to make, under any law so permitting, a claim against funds due the Contractor that are in the hands of the City.

The provisions of this Section shall be inserted by the Contractor in all subcontracts and material contracts, and notices of its provisions shall be given by the Contractor to all persons furnishing materials for the work when no formal contract is entered into for such materials.

10.09 Notice and Service Thereof

Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notices shall not be effective for any purpose whatsoever unless served in the following manner:

Notice shall be given to the City by personal delivery thereof to the Director or by depositing the same in the United States mail enclosed in a sealed envelope, registered, postage prepaid, and addressed to:

Public Works Director City of Sierra Madre P. O. Box 0457 232 West Sierra Madre Blvd. Sierra Madre, CA 91024

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project or by depositing the same in the United States mail, enclosed in a sealed envelope, registered, postage prepaid, and addressed to said Contractor at the address established for the conduct of the work under this contract.

Notice shall be given to the surety or any other person by personal delivery to said surety or other person or by depositing the same in the United States mail, enclosed in a sealed

envelope, registered, postage prepaid, and addressed to said surety or other person at the address of said surety or other person last communicated by him to the party giving the notice.

When notice is made by mail, notice is deemed given three (3) days after the date of mailing.

10.10 <u>Termination for Breach</u>

The City reserves the right to terminate the contract, without penalty to the City, (a) for cause fourteen (14) days following the City's written notice to the Contractor, given in accordance with Section 10.09 hereof, of default when said default has not been cured within said fourteen (14) day period, or (b) without cause after thirty (30) days written notice thereof is provided by the City to the Contractor in accordance with Section 10.09 hereof. In the event of any termination, the bonds required shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed and that all supplies, labor, and material are paid in full. Further, if the City terminates the contract for cause, the City may recover from the following compensation for all damages the City suffered: from the Contractor, from the required bonds up to the full amount of such bonds, or from both.

<u>SECTION 11 – MEASUREMENT AND PAYMENT</u>

11.01 Payment

Payment shall be made to the Contractor for all work performed and completed to the satisfaction of the Director within thirty (30) days of invoicing by the Contractor. The Contractor shall provide one monthly invoice in triplicate for all work performed, with locations and costs for each location listed separately as is shown in the Bidding schedule. All requests for payment for extra work must be accompanied by the City's written request for such services and the documentation required by Section 9.01.

11.02 Payment Withheld/Deducted

The City may withhold and/or deduct payment to such extent as may be necessary to protect the City from loss due to:

- A. Defective, incomplete, or not performed work that is required by the contract.
- B. Costs and expenses incurred by the City to provide materials and/or to perform work required by the contract that was defective, incomplete, or not properly performed by the Contractor.
- C. Claims filed or reasonable evidence indicating probable filing of claims for damages caused by the Contractor to private or public property or for personal injury including death.
- D. Failure of the Contractor to make payments properly to employees, subcontractors,

- or vendors for materials or services provided.
- E. Failure to respond to and participate in the scheduled inspections. Two hundred dollars (\$200) per occurrence.
- F. Failure to submit required schedules and reports. Two hundred dollars (\$200) per occurrence.
- G. Costs incurred by the City due to extra administration costs for additional inspections or subsequent correspondence/notifications.
- H. Failure to dispose properly of unsuitable material as identified in Section 6.07. Two hundred dollars (\$200) for each calendar day.
- I. Failure to comply with the provisions of Section 8 hereof in the amounts therein specified

11.03 Work to be Done without Direct Payment

Whenever it is specified that the Contractor is to do work or furnish materials of any class for which no price is fixed in the Bid, it shall be understood that he is to do such work or furnish such materials without extra charge, allowance, or direct payment of any kind. The cost of doing such work or furnishing such materials is to be included in the Bid price for such other items of work as he may consider appropriate.

11.04 Mediation/Arbitration of Claims of \$375,000 or Less on Public Works Projects

Attention is directed to the provisions of Public Contract Code Sections 20104, 20104.2, and 20104.4 concerning mediation and arbitration of public works claims in an amount of three hundred seventy-five thousand dollars (\$375,000) or less between a contractor and the awarding entity. These Sections provide as follows:

Section 20104.

- (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly

provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

Section 20104.2.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an

informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Section 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial

de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

SECTION 12 - SPECIAL PROVISIONS

12.01 Purpose of Landscape Maintenance Contract

The purpose of these specifications is to provide complete and aesthetically pleasing landscape maintenance to all landscape areas listed in the Bid Proposal, including but not limited to, mowing, edging, pruning, shaping and trimming of shrubs and ground cover plants, weed control, pest control, treatment of plant diseases, proper recycling methods, and other maintenance required to maintain the City's parkways, medians, parks, and public facilities landscape and hardscape in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color.

It shall be the Contractor's responsibility to furnish, at his own expense, all tools, equipment, labor, materials and services necessary for the satisfactory performance of the work set forth in these specifications.

All vehicles used by the contractor shall have the company name visible on the vehicle. The logo shall be consistent on all vehicles. Vehicles shall be clean and properly maintained.

Uniforms are required. Orange shirts shall be worn at all times. If the Director or his designee feels that improper clothing is being worn, the supervisor will be instructed to make the necessary changes.

12.02 Contract Period

The contract entered into shall be for twenty one (24) months, subject to annual renewals. Renewals and/or contract extensions will be based upon acceptance by the City Council.

12.03 Extension of Term

One hundred and twenty (120) days before the end of the initial term of this contract, the Contractor shall advise the City in writing of its request to extend the term of the contract for an additional term of one (1) year to commence on the first (1st) day following the last day of the initial term and on the same terms and conditions as prescribed for the initial term, or upon different terms which the Contractor shall specify in writing. The City shall, within thirty (30) days of receipt of such request, notify the Contractor in writing of its acceptance or rejection of such extension, and if any changes were made in the contract. These provisions regarding extension shall be applicable to each succeeding one (1) year term if granted for no more than two (2) extensions.

12.04 Scheduling of Work

The City reserves the right to change schedules to meet the needs of the City.

Any work performed on parkways and medians, or where traffic control is required, shall not commence before 7:00 a.m. and shall terminate by 3:00 p.m.

The Contractor shall accomplish all normal landscape maintenance required under these specifications (other than parkways and medians) between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Other exceptions may be made to normal work hours where incidences of use may be too great during the specified hours to allow for proper maintenance. The Director of Public Works or his representatives may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excessive noise, which could cause annoyance to residents of the area, shall be commenced before 7:00 a.m. The Contractor shall establish a schedule of routine work following the performance specifications in the contract. Contractor shall provide the City with a complete schedule, listing days when work will be performed in all areas of the City. Any changes in scheduling shall be reported in writing to the Maintenance Contracts Officer ("MCO") prior to the work being performed. The Contractor shall conduct the work at all times in a manner which will not interfere with vehicular traffic on adjacent streets or normal pedestrian traffic on adjacent sidewalks. In addition, a special notification listing starting dates for fertilizing, spraying, pruning, irrigation schedule and other duties shall be furnished to the MCO at least 48 hours in advance of performing these operations.

All routine grounds maintenance shall be performed at the same work site, such as, but not limited to, mowing, edging, litter control, weed control, irrigation maintenance, hedge trimming, and the raking of sand areas, and shall continue without interruption. Once work has begun at a given site, the work shall continue until the entire job is completed.

12.05 <u>Hazardous Conditions</u>

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous condition noted by the Contractor which is not a result of his operations shall immediately be reported to the MCO.

12.06 Best Management Practices (BMPS)

Contractor shall comply with all federal regulations in the development and implementation of BMPs for storm water quality at maintenance sites and develop programs to reduce the discharge of pollutants to the maximum extent practicable (MEP).

Landscaping and garden maintenance activities can be major contributors to urban runoff pollution. The general intent of the following practices is to insure that all landscaping wastes are properly disposed of and do not enter the storm drain system. Therefore, the City, in compliance with State, Federal laws and local ordinances requires the following BMP's:

- The street and gutters shall be swept free of all leaves, grass clippings, tree trimmings and other landscaping debris resulting from landscaping operations. Waste shall be disposed in appropriate waste containers. Dead Pine Needles in the curb & gutter area along the medians on Santa Anita shall be removed at the same time the medians are mowed.
- The washing of spills from fertilizers, herbicides and pesticides from lawns, landscaped areas or concrete surfaces is prohibited. Dry material spills shall be swept up and disposed of properly. Liquid spills are to be contained and cleaned up with absorbent materials.

The City retains the right to require additional BMP's to remain within compliance with regulations as may be developed under the auspices of the Los Angeles County Municipal NPDES Permit. Further information about the use of BMP's and other practices can be obtained by calling the City NPDES Enforcement Officer (James Carlson) at (626) 355-7135.

12.07 Grass Cycling and Disposal of Greenwaste

Grass cycling is a management practice of leaving grass clippings on the turf during the mowing operation. The contractor shall follow this management practice wherever possible. The contractor shall notify the City in advance of areas where this practice cannot be followed. The practice of Grass cycling returns nitrogen, phosphorus, potassium, and other elements back to the soil, saves labor and time, and eliminates disposal fees at local disposal sites. All Greenwaste material collected in the City of Sierra Madre shall be disposed of in the Corporate Yard at 621 East Sierra Madre Blvd. in the proper designated area. Only greenwaste from City of Sierra Madre landscape maintenance operations will be deposited here. Greenwaste dumped from other operations (without prior consent of the City of Sierra Madre) may result in termination of this contract.

SECTION 13 – RESTORATION

Not Applicable.

SECTION 14 - TURF MAINTENANCE

Note: Mowing days shall be coordinated with the City so that, if possible, mowing occurs one (1) day prior to street sweeping operations.

14.01. Maintenance of Warm Season Turf

Type of mower- (Hybrid and Common Bermuda, St. Augustine) it is required that Jacobson AR-3, or equal, mulch mowers be used. Otherwise, mowing of these types of grasses shall be accomplished with a power driven front throw reel mower with a grass catcher attached to remove all clippings from turf area.

14.02 Maintenance of Cool Season Turf

Type of mower- It is required that Jacobson AR-3, or equal, mulch mowers be used. Otherwise, mowing of cool season grass shall be accomplished with a power driven rotary mower with a grass catcher attached to remove clippings (see special conditions regarding Grass Cycling and Mulching). Mowing shall be in alternating patterns; blades shall be kept sharp at all times.

Turf shall be mowed to a minimum height of 2 inches during fall and winter months, and the cut should be no lower than 2 ½ inches from the soil during late spring and summer.

14.02.1 <u>Mulching</u>

Rotary mulching mowers shall be used on all cool season turf. The mulching capacity of the mower shall be utilized at all times when mowing, except when grass is wet during cool, damp weather, within one or two weeks after fertilization, and during the times of rapid spring growth. During these times, the clippings shall be bagged and removed from the site and shall be brought to the Corporate Yard for proper disposal.

Not more than one inch (1") of the grass blade shall be removed at any one mowing when the mulching capacity of the mower is engaged. Mulching mower blades shall be kept sharp at all times.

Clumps or any loose clippings of grass left behind after mowing is not acceptable under any circumstances. Deductions will be made if this occurs.

14.03 Requirements

Turf shall be mowed to a maximum height of 3/4 of one inch and a minimum height of 1/4 of one inch.

Mower decks are to be properly adjusted to provide the same even cut without tearing while overlapping. Uneven cutting of turf areas will be unacceptable.

Turf areas shall be mowed at such intervals of time so that not more than one inch of grass is removed at time of cutting.

Turf areas shall be mowed at least once a week; turf may need to be mowed more often due to active growing season.

All litter, glass, leaves, paper, pine needles, and other debris shall be removed and disposed of off site prior to mowing turf areas.

All material that is collected in the gutter areas while using a blower shall be removed from site. Any piles shall be removed immediately. Any piles left to be scattered by traffic, or debris being blown out in the street, or back up on the turf or shrub areas will result in a deduction.

When non-mulching activities occur all turf clippings shall be collected and removed from the site prior to the completion of that day's mowing operations or at the end of the day, whichever occurs first.

Mowers used to cut bermuda, kikuya, and St. Augustine shall not be used to cut fescue in order to keep stolens from being carried to fescue type areas.

Mowing should not be performed around children; if area is crowded rescheduling may be necessary to mow area at a proper time.

14.04 <u>Miscellaneous Turf Maintenance Operations</u>

Dethatch - All turf shall be verticut once each year in **October** and shall be accomplished by use of a "vertical cut type" dethatch machine. The degree of thatch removal shall be determined by the MCO immediately prior to the start of the dethatching operations. All thatch and debris shall be picked up and disposed of off site prior to end of the workday.

Aeration - Lawn areas shall be aerified in **October** of each year. Aeration shall be accomplished with an **Aera-Vator** tractor attachment. Another option is aeration by removing 1" diameter by 2" deep cores at maximum spacing of 6" by use of a mechanical aeration machine. Contractor shall aerate the entire area first in one direction (east to west) then repeat the operation in the opposing direction (north to south). All cores shall be removed from the turf and disposed of off site of thoroughly pulverized within twenty-four (24) hours after aerating. Sand shall be added to core areas.

Under adverse conditions or as a result of high use where turf is suffering from compaction, aeration may be necessary at more frequent intervals; sand shall be supplied and added by Contractor in heavily compacted areas where necessary, at the discretion of the MCO. Plugs and any other debris shall be removed from the site no later than the day following aeration.

All trails, roadways, walkways, parking lots, etc. dirtied by miscellaneous operations shall be thoroughly cleaned at the conclusion of the operation or at the end of the day which ever occurs first.

All routine grounds maintenance shall continue at the same work site, such as, but not limited to, litter control, weed control, and irrigation maintenance. Once work has begun at a given site, the work will continue until entire job is completed. Any irrigation and/or landscape damaged during these operations will be replaced at Contractors expense.

14.05 Edging

Edging shall be performed concurrently with mowing to maintain a neat and uniform appearance to the satisfaction of the Maintenance Contracts Officer.

Edging shall be performed with line trimmer at each sprinkler head to avoid damage and a blade edger along all edge locations in order to maintain a neat, straight, and clean edge appearance.

The sprinkler head wells shall be kept free of grass at a **maximum of six (6) inches** in all directions where it is necessary, from the sprinkler head. Only herbicides approved by Maintenance Contracts Officer shall be applied around sprinkler heads.

Trees growing in turf areas shall have tree wells not to exceed 6" in diameter from the main trunk of the tree. The use of line trimmers around the base of trees is prohibited by this contract.

Contractor shall replace, at their expense, any tree that dies due to injury of the cambium layer damaged by line trimmers, mowers or any other maintenance equipment.

14.06 Pick - Up Operations

All glass, leaves, paper and other debris shall be collected and removed **prior to commencing mowing** operations.

All walkways, roadways, ends of medians (noses), parking lots, or any other areas dirtied by maintenance operations shall be cleaned and all debris removed and disposed of off site prior to the completion of that day's work or at the end of the day, whichever occurs first. All debris generated from contractors operations shall be picked up and disposed of off site. No debris shall be blown into streets, roadways, and sidewalk areas.

All pine needles and debris shall be picked up and removed on Santa Anita Avenue from Grandview Avenue northerly in the entire gutter area on Santa Anita Avenue concurrently with the mowing operation.

SECTION 15 - PEST PREVENTION AND WEED CONTROL

15.01 Licenses

The Contractor, or a member of his staff, must possess a current California Pest Control Applicators License. This license shall consist of either a Qualified Applicators Certificate, or a Pest Control Operators license, and shall be kept current and in good standing with the California Department of Pesticide Regulation during the entire period of this contract. In addition, the Contractor must obtain a pest control business license from the County Agricultural Commissioners office, and must be registered in Los Angeles for work in Sierra Madre. Any lapse in said licenses and/or registration shall be considered a breach of contract and the City may take action to terminate the contract. Copies shall be submitted to the City of all licenses and certifications.

The Contractor shall be responsible for detection, prevention, elimination and control of weeds, harmful insects, disease and rodents in banks, shrubs, ground cover, and turf areas. All landscaped areas within the specified maintenance area including, but not limited to, lawns, shrubs, planters, tree wells, sprinkler wells, sidewalk joints and cracks, curb and gutter joints and cracks including areas where concrete gutter adjoins asphalt street, concrete adjoins asphalt, and medians shall be kept weed free at all times.

15.02 Rodent Pest Control

The Contractor shall provide complete and continuous control and/or eradication of all plant pests/rodent diseases. The Contractor shall select and supply proper materials and licensed personnel and obtain all necessary permits to comply with City, County, State, and Federal laws and regulations. Contractors will assume responsibility and liability for the use of all chemical contractors as per Senate Bill 198. Copies shall be submitted to the City of all licenses and certifications.

15.03 Weed Control

Weed infestations of the turf, shrub and ground cover areas shall be controlled by chemical methods. The Contractor shall strive for **100%** elimination of weeds.

A pre-emergent chemical application, applied in **February**, **June**, **and September**, shall be used to control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary. Additionally, the Contractor shall be responsible for treating turf areas for fungus control. Chemical control of broadleaf weeds shall be employed as often as necessary but not less than twice per year during **April and November** to maintain turf areas in "weed free" condition. Annual crab grass control shall be applied no later than **January** of each year.

15.04 Use of Chemicals

The Contractor shall submit a list of all chemicals, herbicides, and pesticides proposed for use under this contract for approval by the MCO. Materials included on this list shall be limited to chemicals approved by the State of California Department of Agriculture and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendation of a Licensed Pest Control Advisor and shall conform to the current Los Angeles County Department of Agriculture regulations. All MSD Sheets shall be kept with the Contractor at all times while application is in process.

No chemical, herbicide, rodenticide, or pesticide shall be applied until its use is approved in writing by the Maintenance Contracts Officer as appropriate for the purpose of the areas proposed. Restricted materials can only be used by a Licensed Applicator possessing a Restricted Materials Applicators Permit as issued by the State Department of Agriculture.

A Notice of Intent to apply non-restricted/restricted materials form shall be completed and submitted to the MCO a minimum of seven (7) days prior to intended use. No chemical applications shall be performed until the MCO's approval is obtained, and a Notice of Intent is filed to the Los Angeles County Department of Agriculture. Failure to obtain authorization from the City may result in a \$200.00 per instance deduction. This is in addition to any fines the City is required to pay resulting from the Contractors failure to comply with proper rules and regulations. Contractor shall also reimburse City for any fines the City is required to pay resulting from Contract's performance or failure to obtain authorization.

Chemicals shall be applied to limit drift to six (6) inches. All precautionary measures necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.

A monthly report shall include a statement of all applications of herbicides and pesticides detailing the chemical used, quantity, rate of application, area in which used and the purpose of the application.

Contractor shall be responsible for posting all notices when chemicals are applied. All notices shall be in accordance with Chemical, Product Labels and Department of Agriculture Regulations.

Approved control measures shall continue until the disease or insect is controlled to the satisfaction of the MCO. The Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure safety of the public and the employees of the Contractor.

The Contractor shall conduct monthly inspections for evidence of disease, harmful insects, rodents (gophers, rats, mice, etc.), and unwanted grasses and weeds.

SECTION 16 - TREE TRIMMING

16.01 Responsibility

The contractor shall be responsible for the maintenance and upkeep of shrubs and trees planted in designated islands, parkways, medians, parks, and public facilities.

The Contractor is responsible for pruning the first **fourteen (14) feet** of the trees (measured vertically from the base of the tree).

Low branches overhanging streets shall be raised to a height of **fourteen (14) feet** above street grade. Low branches overhanging sidewalks and parkways shall be raised to a height of **eight (8) feet** above grade.

All trimmings shall be removed from the site and recycled with other greenwaste generated during routine maintenance operations.

Pruning includes removal of dead, diseased or damaged parts of trees, shrubs, and ground cover.

Water sprouts are to be removed when maintenance is being performed in area where they are visible.

Established trees shall be limbed up and suckers removed once a year in **November**. Palms shall be trimmed once a year in **June** to remove fruit before it starts to drop.

All pruning shall be done with clean, sharp tools. Cuts shall be made according to ISA (International Society of Arboriculture) specifications, outside the branch bark ridge, flush cuts are absolutely prohibited.

The Contractor shall remove tree supports when the tree has outgrown its need for support, or as directed by the MCO.

All trimmings shall be brought to the Corporate Yard at 621 East Sierra Madre Blvd. for proper greenwaste disposal.

Stakes and guy wires shall be provided and installed by the Contractor where required.

SECTION 17 - SHRUB AND GROUND COVER MAINTENANCE

17.01 Responsibility

The Contractor shall be responsible for edging, raking, and weeding the ground cover and parkway areas on a **weekly basis**.

Weed infestations shall be controlled by chemical methods. The contractor shall **strive for 100% elimination of weeds.**

The Contractor shall be responsible for removing any trash or debris from ground cover areas on a **weekly basis**.

Areas with ground cover planted in them shall be kept weed free.

A pre-emergent herbicide shall be applied in **February**, **June and September** to the ground cover to control weeds.

17.02 Ground Cover

Ground cover plantings shall be thinned, mowed, and pruned continually throughout the contract for the health of the planting and the appearance of the site and at such other times when directed by the MCO.

Areas with ivy shall be mowed in **March**. The Contractor shall remove all debris found in ivy ground cover from the area as part of regularly scheduled maintenance operations.

The open soil areas between plants shall be cultivated **weekly** where permitted. Two (2) INCHES of Mulch is to be applied to all bare soil areas during the month of **April**.

Replanting of ground cover shall be required throughout the contract period in order to maintain the continuity of the ground cover area. Replacement plants and labor for planting shall be provided, at no additional cost to the City. Ground cover, plants and shrubs shall be replaced in kind.

Ground cover shall be maintained within its intended boundary and shall not encroach into lawns, shrub beds or adjacent areas or in any area deemed undesirable by the MCO. Shrubs planted within areas containing ground cover shall have an area 2' in diameter around base of plant free of ground cover and shall be covered in mulch to prevent weed growth.

All areas planted with ground cover plants shall be adequately irrigated to maintain the plants in a healthy condition, while minimizing water run-off into the street. The contractor shall be responsible for removing any soil in order to keep water from running into the street.

Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, drains, or any other appurtenances or fixtures. Do not allow ground cover to grow up trees, into shrubs, or on structures or walls. Keep it trimmed back approximately 6 inches from structures or walls. If unsure always coordinate trimming with the MCO.

17.03 Shrub and Oleander Trimming

All shrubs and hedges shall be trimmed and shaped during the 1st and 3rd weeks of each month. Shrubs and hedges shall be maintained at a height so that they do not impede traffic safety. Differences in the heights of the shrubs and hedges shall be determined by the MCO. All pine needles shall be removed from the tops of the shrubbery on the 1st and 3rd week of each month.

All the oleander locations shall be trimmed two (2) times a year in **March**, and **September** to a maximum height of sixteen (16) feet. All other trimming of shrubs and hedges shall be done at the request of the MCO.

Oleanders at the Library complex shall be trimmed <u>monthly</u>. South parking lot oleanders to be maintained to maximum height of 6'-0" above grade.

SECTION 18 - IRRIGATION

18.01 Irrigation Schedule

The automatic irrigation controllers shall be set to water during the hours between 11:00 p.m. and 5:00 am.

18.02 Requirements

Contractor shall respond to requests for irrigation systems repairs as indicated on Irrigation Repair Notification request form (Attachment F). Failure to respond as requested shall result in a \$200.00 reduction in the monthly invoice per incident.

The Contractor shall monitor the requirements of the plant material, soil conditions, seasonal temperature variation, wind conditions, and rainfall and recommend appropriate changes in duration of watering cycles for all areas under this contract. All landscaped areas shall be irrigated as required to maintain adequate growth and appearance. No actual changes shall be made without the prior approval of the MCO.

18.03 Irrigation Monitoring Program

The Contractor is responsible for controlling irrigation run times during cold and hot weather to minimize water consumption while maximizing irrigation efficiency.

18.04 Special Watering

Special watering required during daytime hours and for landscaped areas without automatic controllers such as after fertilization, during periods of extreme heat, drought and during manual irrigation cycles shall be conducted in accordance with the following criteria:

(1) Prior approval must be given by the MCO.

- (2) There shall be minimum drift onto private property or roadways caused from wind or run-off due to the over running of a station or the elevation of the ground is too high.
- (3) There shall be no interference with other field maintenance activities, special event activities, or public usage.
- (4) Irrigation personnel shall be present at each location until the watering cycle is completed during manual or daytime operation.

18.06 Damages

Any damages to plants, hardscape, etc. resulting from under or over watering shall be repaired and replaced at the Contractor's expense. If damaged areas are not replaced by the Contractor within **one** (1) week of notification the work shall be completed by City crews or another contractor and expenses will be charged to the existing Contractor. Contractor is responsible for any soil testing at no cost to the City.

18.07 Assembly BILL 325 Compliance (Drought Tolerant Landscape)

Contractor shall be required to comply with all restrictions associated with Assembly Bill 325. This shall include audits and efficiency standards for all landscaped areas. The Contractor shall be required to perform irrigation efficiency audits at the request of the City at no additional cost.

18.08 <u>Trained Personnel</u>

Contractor shall provide personnel fully trained in all phases of the irrigation systems operation, maintenance, adjustments and repair; in all types of components to include electrical and battery operated control clocks, valves and sprinkler heads; and with all brands and models of irrigation equipment. Anyone operating backflow device must obtain an Operators permit from L.A. County. The Contractor shall provide a list of names of all employees assigned to this contract and shall update this list and submit to the MCO on the first working day of each month. Note: Permanent change requires written notification and is subject to approval by the MCO. Temporary changes require written notification.

18.09 System Inspection and Testing of Irrigation

All irrigation systems shall be tested and inspected in accordance with the following:

- A schedule shall be submitted on the first day of each month during the life of the contract showing the location, day of week and time of day that each system will be tested and operated. All changes shall be submitted for approval prior to enactment.
- 2. All systems shall be adjusted in order to provide adequate coverage of all landscape areas; prevent runoff and/or erosion; prevent watering roadways, hard surface areas and private property. Defective sprinklers causing puddling, etc. shall be replaced immediately.
- 3. All system malfunctions, damage, and obstructions shall be reported and action taken immediately.

- 4. In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported. Daily testing may be required if necessary.
- The Contractor shall post signs whenever the irrigation system is being operated, repaired or tested during daylight hours. The Contractor shall provide signs and barricades.

18.11 Spray Clearance

The sprinklers heads shall be kept free of ground cover at all times to ensure proper coverage. Any plants blocking the spray of a sprinkler shall be cut back or removed to ensure proper coverage. In some instances, sprinklers shall be moved by the Contractor at no cost to the City, to ensure proper coverage of the landscaped area.

18.12 Part Requirements

Plastic pipe shall be polyvinyl chloride (PVC), Schedule 40, Type 1, Grade 2 (PVC 1220)

Plastic pipe fittings and connections shall be PVC Schedule 40, except nipples, which shall be Schedule 80.

Galvanized steel pipe and galvanized steel pipe fittings shall be Schedule 40.

All sprinkler heads shall be approved by the MCO before installation.

SECTION 19 - FERTILIZATION

19.01 Type of Fertilizer

All turf areas will be fertilized in accordance with the following criteria when granular fertilizer is used:

TYPE	FORMULA	RATE
Bluegrass	16-6-8 w/trace elements	1 lb. nitrogen per 1000 sq. ft.
Bermuda &	33.5-0-0 ammonia nitrate	1 lb. nitrogen per 1000 sq. ft. (Dec-Mar)
a Zoysia	16-6-8 w/ trace elements	1 lb. nitrogen per 1000 sq. ft (Apr-Nov.)
Fescue	16-6-8 w/trace elements	1 lb. nitrogen per 1000 sq. ft.
St. Augustine	33.5-0-0 ammonia nitrate	1 lb. nitrogen per 1000 sq. ft.

Contractor shall provide a fertilization schedule for each facility on the 1st day of the contract. This schedule is subject to the approval by the MCO.

Fertilization of both cool and warm season grasses shall be done in the **first week of October**.

Certain types of turf may require more frequent fertilizing in order to keep them from going dormant. Turf shall be free of moisture at the time of fertilizer application.

Application of the fertilizer shall be done in sections, determined by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast. If any turf, ground cover, or shrubs die due to fertilizer burn, it is the contractor's responsibility to restore and/or replace these items at their cost.

Contractor shall inspect all irrigation systems prior to the broadcast of the fertilizer, and make all necessary repairs before the fertilizer is applied, in order to insure proper coverage by the irrigation system.

All fertilizer shall be supplied by the contractor at no additional cost to the City.

Contractor shall broadcast the fertilizer in such a manner as to insure uniform coverage with minimum overlap.

Shrub and ground cover areas shall be fertilized the **first week of November** with the materials at the following application rates as follows;

Herbaceous ground cover fertilization shall be accomplished with a pelleted 12-12-6 formulation containing no less than 18% sulfur at the proper rate. Fertilizer shall be applied evenly at a rate of 8 lbs. per 1,000 sq. ft. The areas shall be deep watered the evening immediately following the fertilizer application.

Shrub fertilization shall be accomplished with a pelleted 14-7-14 formulation around each shrub at the rate of one cup per shrub. The areas shall be deep watered the evening immediately following the fertilizer application.

Annual flowerbeds are to be fertilized with Grow Power or an equivalent product concurrent with the plants blooming cycle (a minimum of three growing periods per year).

Contractor shall be responsible for using other fertilizers whenever necessary to promote healthy growth of turf, shrub, flower bed, or ground cover areas.

SECTION 20 - EQUIPMENT/VEGETATION REPLACEMENT

20.01 Irrigation Materials and Controller Replacement

All irrigation controllers requiring replacement shall be purchased by the City and the labor for removing and installing new controllers shall be provided by the Contractor at no additional cost to the City.

All sprinkler parts including heads, risers, valves, pipe, connectors, and other miscellaneous parts shall be fixed by the Contractor at no additional cost to the City. The City shall supply the parts*.

*All irrigation parts damaged due to acts of God, vandalism, or vehicular accidents shall be <u>supplied by the City</u> and the Contractor shall install and make necessary repairs at no additional cost to the City.

The Contractor shall provide the City with an accident damage report including labor costs, equipment costs, and material costs whenever there are damages due to acts of God, vandalism, vehicular accidents, or whenever any damage occurs in areas maintained under this contract.

20.02 Trash Cans Replacement

All trashcans in parks and public facilities are to be replaced at the request of the MCO by the Contractor at no additional cost to the City. All trashcans must be maintained in good condition and removed and replaced when needed. Specifically Round Container, 32 Gal, 22 In, Gray

20.02.01 Trash Cans Emptied

Trashcans at all parks, Downtown and at Bus Shelters shall be emptied **daily** no later than 11:00 a.m. Failure to comply may result in a **\$100.00** reduction in the monthly statement, per park.

Any debris that falls into any public traveled way as a result of the Contractors hauling operations shall be removed immediately by the Contractor.

20.03 <u>Vegetation Replacement</u>

The Contractor shall **notify the MCO within 24 hours** of the loss of plant material due to any cause. **Any plant that dies and is not reported shall become the responsibility of the Contractor for replacement.**

The Contractor shall be responsible for the replacement of turf, annual plants, trees, shrubs, ground cover, and soil as deemed necessary due to Contractors negligence. The size and species of these items shall be as directed by the MCO.

The Contractor is responsible for soil testing at the MCO's request at no cost to the City.

All landscape plants and material damaged due to acts of God, vandalism, or vehicular accidents shall be supplied by the City at the City's expense and the Contractor shall install and make necessary corrections at no additional cost to the City.

Bow-out plants are to be replaced one (1) time per year, **during the 1st week of October**, at no additional cost to the City. These locations include Downtown Business District (180- 1 gallon pots), and the Community Center and Pool House (30 - 1 gallon pots). Plants shall be established size for 1 gallon pots.

SECTION 21 - PLAYGROUND AND OTHER EQUIPMENT MAINTENANCE

21.01 Sand and Fibar Areas

Sand and Fibar play areas shall be kept free of weeds, litter, and debris such as broken glass or any other hazardous objects. Sand and Fibar areas shall be raked and leveled on a daily basis to prevent the development of large holes or depressions, and to prevent the exposure of equipment footings or foundations. The Contractor shall keep all sand and Fibar in the confines of the play area and keep level of sand and Fibar below concrete edges to prevent sand and Fibar from spilling over the edges. Volleyball court sand areas shall be roto-tilled in April and August to keep the sand from becoming compacted.

21.02 Play Equipment

Play structures shall be kept clean and free of sand and Fibar as directed by the MCO. Any damages to play equipment or hazardous equipment shall be reported to the MCO immediately.

21.03 **Drinking Fountains**

Drinking Fountains shall be cleaned daily. Every drinking fountain that appears damaged or clogged shall be reported to the City immediately.

21.04 Parking Lots and Tree Wells and Planters

Contractor shall be responsible for the removal of all trash, dirt, weeds and debris in parking lots, tree wells and planters in areas within the contract bid categories.

21.05 Tennis courts

Tennis courts shall be cleaned on a weekly basis; this includes removing any leaves, debris, trash, glass, etc.

21.06 Graffiti

All graffiti in contract areas shall be reported to the MCO immediately.

21.07 Miscellaneous

Contractor shall provide all necessary toilet paper and hand soap for bathrooms at Memorial, Sierra Vista, Mt. Wilson Trail, and Bailey Canyon Parks.

All barbecues in the contract areas shall be cleared of old ashes and the grills get cleaned with a wire brush by the Contractor on a **weekly basis**.

Contractor shall open and clean the bathrooms at Memorial, Sierra Vista, Mt. Wilson Trail, and Bailey Canyon Parks on a daily basis before 8:00 a.m. and restock any toiletries as needed.

21.08 Weekend Duty

Contractor shall provide weekend coverage, at least one (1) part time person to clean restrooms and pick up trash at Memorial, Sierra Vista, Mt. Wilson Trail, Bailey Canyon Parks, Downtown and all Bus Shelters.

SECTION 22 - SCOPE OF WORK

22.01 Scheduling

On the first working day of each month, the Contractor shall supply MCO with a schedule of the day that the Contractor will be working in the specified areas in the contract. This shall include approximate time of day, work being performed, and names of people in the crew. Contractor shall notify MCO of any changes to the schedule 24 hours in advance. MCO shall notify Contractor 2 working days in advance if any Special requests are to be made. Failure to comply with these requests shall result in a \$200.00 reduction in the monthly statement per incident as a measure of liquidated damages.

The Contractor shall, no later than the last working day of each month, submit to the MCO, a written report that projects the days of the month in which the Contractor shall perform any operations other than routine.

22.02 Contractors Facility, Communication, Personnel, Certified Pay Roll

FACILITY

The Contractor shall be required to maintain a maintenance facility within a 20 mile radius of the City Hall of Sierra Madre and shall have an English speaking person at said facility available to answer telephone calls 8:00am to 5:00pm, Monday thru Friday.

COMMUNICATION

The contractor's facility and the lead person shall be equipped with a two-way radio for dispatching purposes and answering emergency calls. The contractor shall also provide radio communication and a cellular telephone (at contractor's expense) to the City's Maintenance Officer for prompt response to requests for service.

One person shall speak fluent English on each crew and the contractor shall provide the names of each crew person to MCO and shall notify the MCO three (3) days in advance of any permanent changes.

<u>PERSONNEL</u> (Minimum quantity of personnel required) CATEGORIES I-V Contractor must provide landscape maintenance personnel as follows:

- One (1) **part time** Irrigation Specialist (1) day every second and fourth week of each month **Twelve months (12)**.
- One (1) **part time** landscape maintenance worker at Memorial, Sierra Vista, Mt. Wilson Trail, and Bailey Canyon Parks (reference sec. 21.08).
- One (1) part time landscape maintenance worker at Downtown and Parking District (1) day per week Twelve months (12).
- No less than a **full time**, **two (2)** men Mowing and Detail crew (4) days per week **Twelve months (12)**.

• One (1) **full time** superintendent shall be designated and **must** be in the City during normal business hours at least one (1) day a week. The contractor shall provide this individual's name and shall notify the MCO three (3) days in advance of any permanent changes in this position.

INSPECTION OF PAYROLL RECORDS

Contractor is required to keep and maintain accurate payroll records. These records shall be made available to the City upon request for the purpose of verifying personnel requirements. Failure to keep or make records available to the City when requested shall result in a \$100.00 reduction in the monthly invoice per incident.

WEEKLY IRRIGATION REPORT

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ATTACHMENT A

CITY OF SIERRA MADRE

LANDSCAPE MAINTENANCE / DEFICIENCY REPORT

DATE			DATE
LOCATION			INSPECTOR
REPORT NO.	1	Deficienc	y item(s) must be corrected within 48 hours
ACCEPTED	PASS	FAIL	COMMENTS:
Litter Control			
Turf Condition			
Mowing			
Edging			
Disease Free			
Rodent Free			
Irrigation			
Soil Condition			
Turf			
Ground Cover			
Shrubs			
Trees			
Trees/Shurbs Care			
Pruning			
Insect Control			
Disease Control			
Trimming			
Planter Bed Maint.			
Debris Free			
Weed Free			
Cultivated			
Rodent Free			
Walkways Clean			
Deduction in Month	ıly statem	ent (if a	ny):
Inspector Signature_			
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ATTACHMENT C OLEANDER AND TALL BRUSH LOCATIONS

Oleander and hedge locations require bi-annual trimming and topping (March and August). Weed control and abatement and clean up of trash and debris shall be performed bi-monthly. Clearing and/or removal of dead plants, bushes, and trees shall be performed once per month.

- 1. Civic Center (City Hall, Police, and Fire Station)
 Trim Xylosma on the north and west of City Hall. Trim the Wax Leaf Privet on the South of City Hall and on the West of the driveway to Fire Station. Trim the Italian Cypress on each side of the parking lot.
- 2. Library
 Trim the Oleanders on the East, South side of the driveway.
- 3. Bailey Canyon Park (Carter Ave.)
 Trim the Oleanders along Carter Ave. (450').
- 4. Spreading Grounds (Grandview Ave.)
 Trim both sides of the Oleanders on Grandview Ave. from Sycamore to the property line (980'). Trim the hedge and shrubs from the fence along Sycamore Ave. from Grandview Ave. south (570').
- 5. Memorial Park (222 W. Sierra Madre Blvd.)
 Trim both sides of the Ficus bushes along the sidewalk.

DOWNTOWN STREETSCAPE AND PARKING LOT DISTRICTS

Maintenance Manual

The following guidelines are provided to assist City of Sierra Madre contracted landscape maintenance persons in maintaining the landscape portions of the downtown Sierra Madre Streetscape project and Parking Districts. This area covers W. Sierra Madre Blvd. west of Baldwin Ave. to Lima Street, and North Baldwin Ave. to Highland Ave. The Public Parking Lots on Montecito Ave. at Baldwin Ave. South Baldwin Ave. across from Mariposa Ave. Mariposa Parking Lot from 30 W. SM Blvd. to 100 W. SM Blvd. behind the stores actually off of Mariposa Ave.

- 1. To enhance and encourage the proper growth of the installed trees and shrubs to maximize the natural beauty of the plants and to attend certain aesthetic ideals and goals established in the overall design for the project.
- 2. To promote long life for the shrubs and trees through appropriate pruning techniques, cultivation, fertilizing, weeding, and replacement when necessary.
- 3. To magnify the quality and character of the landscaped portion of the project in keeping with the ongoing maintenance of other elements such as lighting, street furniture, and landscape features. As the projects mature it should do so gracefully and with added character and charm created by well-maintained plantings.

In applying the maintenance guidelines, all City contract workers involved should be informed as to unacceptable and undesirable approaches to maintenance. This applies particularly to pruning of trees, shrubs, and cultivation of beds. Unlike earlier design approaches and maintenance philosophies, trees and shrubs should not be held back at a severely maintained and overly pruned state in order to keep "on top" or "ahead" of the job. In most cases trees and shrubs should have a loose and natural appearance.

Except for certain hedges (Boxwood, Myrtle, etc.) planted in parking district linear masses, most shrubs should never be flat topped or made into spheres, boxes, or topiaries. They should be carefully thinned and reduced in size by randomly removing wayward shoots and runners. It may be best to thin out or lightly lace some large shrubs instead of shearing them.

Whenever a groundcover or perennial mass becomes overly crowed and begins to decline it should be lifted, divided, and either replanted or replaced with similar new plants. Almost every plant used in the project is relatively long lived; however, they may need to be replaced during the term of this agreement. Some anneals and perennials planted in pots will need replacement bi-annually or more often.

ATTACHMENT E-1

Downtown and Parking Lot District Maintenance Manual Page 2

TREES

A bi-monthly inspection of all trees in the downtown and parking lots areas will be conducted for traffic visibility, pedestrian obstructions, and merchant sign obstructions. All required trimming must be completed within one (1) week of inspection.

Annual trimming of all trees including Downtown Parkway trees will start in September and be complete by October.

SHRUBS

Hedges:

All planters where boxwood, myrtle or hollies are called out in long, linear masses should, in most cases, be treated as hedges. Accentuating the architecture of the area, these hedges should be flat topped and squared on the sides no more than 48" in height.

Note: No other shrub in this project area should be severely flattened, shaped into spheres or hedges. The over riding philosophy should be one of a naturalistic, relaxed appearance with only thinning and reducing sizes without shearing. All camellias, arbutus, pittosporum, pyracantha, freestanding hollies, spiraea, santolina, cistus, and rosemary should be loose and naturalistic in appearance. Camellias demand an acid soil, mulching will help and also protect the roots from heat.

Accent/perennial Boarders:

Where daylilies (hemerocallis), lavender, euryops and shrubs roses or like are used as foreground masses, these should be allowed to grow together and not separated or pruned individually.

Roses:

Several varieties of roses are used throughout this project. Most are shrub/groundcover types ("Meidiland" varieties) and others are individual miniatures or accent shrubs. The shrub and groundcover types should not be pruned individually. Each winter the roses should be generously mulched and fertilized prior to spring blooming. Later bush heights of 3' to 4'. Ideally, the roses should be fertilized after each major blooming cycle (once a month during spring and summer). Mulching will also help retain soil moisture and help insure maximum bloom production.

The specified roses are generally disease resistant. Early spring infestations of aphids, black spot, and rust may require light spraying with Malathion and fungicide. For black spot, spray with triforene, benomye, or chlorothalonie. Remove all leaves with rust or black spot. Most of the roses are hardy and carefree. Periodic removal of spent blooms and long shoots will keep roses tidy and attractive.

ATTACHMENT E-2

Downtown and Parking Lot District Maintenance Manual Page 3

<u>Cultivation/weed control:</u>

All the major planter beds should be periodically cultivated so as to remove weeds and aerate the soil. This should be done minimally once every two months. As the bark mulch top dressing in incorporated into the soil, it should be replaced with new soil so as to control weeds and retain soil moisture. "Ronstar" or other herbicides applied by certified staff according to lawful guidelines can be used to control larger weeds.

Lawns:

The lawn areas will be mowed once a week. Edges along concrete curbs and adjacent to planters should be edged regularly. Lawn fertilizations should be made early spring (April), early summer (June) and fall (October). A balanced slow release on granular fertilizer is required. As the tall fescue turf will be green throughout cool winter months, watering should be provided if dry spells occur. Sometimes over watering or excessive spring moisture and humidity will breed grass fungus that will kill patches of lawn. Watch watering, allow lawn to dry between irrigation cycles and spray with fungicide if fungal causes die back occurs.

Lawns should be moved at a length not less then 1-1/2" to 2". Tall fescue lawn will not spread into planter beds – it can easley be held in place by edging. After the start of the contract it will be necessary to recondition the turf. Aeration and fertilization will help to reenergize roots.

Irrigation:

- Water by properly setting and adjusting, as climate dictates, the automatic timers on a weekly basis.
- Hand water areas needing extra water. Modify schedule according to climate. Quick couplers are available for manual watering.
- Monitoring and test irrigation system for proper coverage and necessary repairs weekly as needed. A diagrammatic map provided by the contractor should be used to schedule maintenance.

Fertilizing:

• Use a commercial fertilizer that is time released.

ATTACHMENT E-3

Downtown and Parking Lot District Maintenance Manual Page 4

STAFF AND EQUIPMENT REQUIREMENTS

The following are minimum staff and equipment requirements for the Downtown and Parking Lot District area:

Staff:

- One (1) full time landscape maintenance professional with a minimum of three years landscape and irrigation system experience shall be on site one (1) day a week from 7:00 a.m. to 4:00 p.m.
- The landscape maintenance professional must be able to communicate effectively in English.

Equipment:

Landscape maintenance professional must be equipped with equipment necessary to perform the duties specified in Attachment E:

- One landscape maintenance service vehicle fully stocked with maintenance and irrigation tools and equipment necessary to perform the required maintenance and irrigation repair duties.
- Cellular telephone.

CITY OF SIERRA MADRE

Public Works Department

Irrigation Systems Repair	Notification Form
Notification No.	
Notification Date	
Repair Due Date	
<u> </u>	
To:	
Company:	
From: Maintenance Contract Officer	
Notification Sent Via: Hand-delivery ()	Fax ()
Location of required work:	
	Priority Level:
	Description of priority level
	1= Immediate response required
	2= Repair services to occur within 4 hours
Description of Descriped Denoised Works	3= Repair service to occur within 24 hours
Description of Required Repaired Work:	3 Repair Service to occur within 24 nours
Repair or replace dysfunctional control valve(s)	4(a)
Repair, replace, or adjust dysfunctional irrigation hea	u(s)
Check irrigation control clock timing and settings	
Repair broken main or lateral irrigation lines	
Overall condition and status of irrigation system	action form and natural to the MCO when
Contractor is required to sign and date this notific completion of the above described repair work.	cation form and return to the MCO upon
completion of the above described repair work.	
Contractor Signature:	
Contractor Signature.	
Repair work completion date:	
repair work completion date.	
FOR OFFICAL USE ONLY	
	nts:
RECEIVED DATE / / 200	
Signature:	
ATTACHME	NT F

CATEGORIES

I = Facilities

- 1. City Hall
- 2. Public Safety
- 3. Library

II = Medians, Parkways, and Islands

- 1. Santa Anita Divider
- 2. Lima Island
- 3. Michillinda Island
- 4. Fane St. Assessment District
- 5. Sturtevant Debris Basin

III = City Parks

- 1. Memorial Park
- 2. Sierra Vista Park
- 3. Mt. Wilson Trail Park
- 4. Bailey Canyon Park
- 5. Goldberg Park
- 6. Sierra Madre School Athletic Field

IV = Water Facilities

- 1. Grove reservoir
- 2. Mira Monte Pumping Plant
- 3. Main Reservoir
- 4. Spreading Grounds

V = Downtown Streetscape and Parking District

- 1. Kersting Ct.
- 2. North Baldwin parking Lot
- 3. Baldwin Ave. and Sierra Madre Blvd. Bow-outs
- 4. South Baldwin Parking Lot
- 5. Mariposa Parking Lot
- 6. Auburn parking Lot
- 7. Mary's Market
- 8. Downtown Parkway Trees

ATTACHMENT H

NON-COLLUSION AFFIDAVIT
State of California)
) ss. County of Los Angeles)
country of 200 imperes,
, being first duly sworn, deposes and says that he or she is
Contractor's Sign Name,
Title Contractor's Business
Name October 1
Business Address Contractor's Business Name Mailing Street Address City, State, Zip Code Telephone #
Place of Residence Subscribed and sworn to before me this day of, 200 Notary Public in and for the County of <u>Los Angeles</u> State of California.

My Commission Expires	, 200
	ATTACHMENT I