



**CITY OF MONROVIA DEPARTMENT  
OF PUBLIC WORKS**

**REQUEST FOR PROPOSALS for**

**LANDSCAPE MAINTENANCE  
SERVICES**

**RFP #2022-PWD-102**

**Issued: Wednesday, August 31, 2022**

**Deadline to Submit Proposals:**

**September 22, 2022 by 2:00 P.M.**

Department of Public Works  
600 S. Mountain Avenue  
Monrovia, CA 91016  
Telephone: (626) 932-5575

## Table of Contents

I.	Introduction .....	5
A.	Services Requested	5
B.	Definitions	5
C.	Term of Services and Contract	6
D.	Insurance Requirements	6
E.	Proposer's Indemnification of the City	6
F.	Prevailing Wages	7
II.	RFP Process.....	8
A.	Schedule of Events	8
B.	RFP Distribution	8
C.	Mandatory Pre-Proposal Meeting	8
D.	Proposal Deadline and Proposal Submission	8
E.	Interim Inquiries and Responses; Interpretation or Correction of RFP	9
F.	Addenda	10
III.	General Requirements and Instructions .....	11
A.	Examination of Documents	11
B.	Proposer's Representations in the Response	11
C.	Withdrawals, Cancellation, or Modification of a Proposal	11
D.	Proposal Preparation Expenses	12
IV.	Proposal Content and Format .....	13
A.	Requirements	13
B.	Mandatory Qualifications	13
C.	Experience	13
D.	Cost and Budget Control	13
E.	Identifying Proprietary Information; Public Records Act	13
F.	Proposal Signature(s)	14
V.	Method of Selection .....	15
A.	Basis for Award and Evaluation Criteria	15
B.	City's Reservation of Rights	15
VI.	Award of Contract .....	17
VII.	Letter of Objection; Procedures.....	19
	EXHIBIT LIST.....	20
	EXHIBIT 1 – Scope of Work	21
	EXHIBIT 2 – Work Locations	35
	EXHIBIT 3 – Instructions to Firms Submitting Proposals	38

EXHIBIT 4 – Insurance Requirements	39
EXHIBIT 5 – Sample Contract	41
EXHIBIT 6 – Proposal Forms	56
EXPERIENCE FORM – MINIMUM QUALIFICATIONS	56

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# I. Introduction

## A. Services Requested

The City of Monrovia is requesting proposals from qualified, interested firms to provide professional services for landscape maintenance at various locations in accordance with the provisions, specifications and proposal instructions included herein.

The Contractor shall comply with the detailed scope of work which is attached as **EXHIBIT 1**. The award of a contract by the City will be dependent upon the qualifications, experience, demonstrated ability to complete the requested scope of work, understanding of the Project, and cost submitted by the proposer, and may be contingent upon the approval of the City Council.

The Contractor will perform the Services according to:

- The Scope of Work, attached as **EXHIBIT 1** to this RFP;
- The instructions and requirements in this RFP; and
- The proposed Contract, attached as **EXHIBIT 5** to this RFP.

The City requires a well-managed and financially sound individual or firm with demonstrated skills and technical ability— and high levels of customer service and satisfaction— to perform the Services and fulfill the requirements outlined in this RFP.

***A potential Proposer should read this document in its entirety before preparing and submitting a Proposal.***

## B. Definitions

In this RFP, the following words and phrases have the meaning ascribed to them below:

- ***Agreement / Contract*** The entire and integrated written agreement between the City and the Contractor that takes the place of prior negotiations, representations, or agreements, either written or oral.
- ***City*** The City of Monrovia. Depending on the context in which it is used, the term ***City*** also may refer to:
  - The geographic area known as the City of Monrovia; or
  - A person whom the City of Monrovia employs or uses and who is authorized to represent the City of Monrovia in matters concerning the Project.
- ***City Project Manager*** The City's designated representative for all issues related to the Project.
- ***Contractor*** The selected Proposer(s) to whom the City has awarded a Contract for the Project.
- ***Project*** The entire Services described in this RFP. Services may constitute the whole or a part of the Project.

- **Proposal** The documents and other items that a Proposer submits in response to this RFP.
- **Proposer** The person, entity, or organization that submits a Proposal in response to this RFP.
- **RFP** This Request for Proposals and all of its attachments, including documents and other items from the City and relevant third parties.
- **Services** The work, labor, tasks, operations, activities, materials, supplies, equipment, deliverables, duties, and obligations:
  - Described in this RFP; and
  - Required by, and reasonably inferable from, the Contract— whether completed or partially completed.
- **SubContractor** A supplier, vendor, person, entity, or organization whom Contractor hires, employs, or uses on Contractor’s behalf to provide, perform, or fulfill a portion of the Services.

### C. Term of Services and Contract

The contract will be awarded for an initial three-year period starting on November 1, 2022, followed by two one-year extensions for a maximum of five years. Each one-year extension may be eligible for a price increase based upon the Consumer Price Index for the Los Angeles region. In no case will the adjustment exceed 3%.

### D. Insurance Requirements

At its expense, the successful Proposer must obtain and maintain insurance, while the Contract is in effect, that fully meets the requirements of— and contains provisions entirely consistent with— all of the City’s “Insurance Requirements,” which are provided in **EXHIBIT 4 (“Insurance Requirements”)**. Evidence of the insurance coverages will need to be in place before a Contractor starts performing the Services. A Proposer must be prepared to meet all City insurance requirements (at no cost to the City), if the Proposer is awarded a Contract. The City will require certificates of insurance and additional insured endorsements when the successful Proposer submits a signed Contract to the City. Contractor must submit applicable insurance documents with a Proposal that meets City requirements outlined in **Exhibit 4.**

### E. Proposer’s Indemnification of the City

At its sole cost and expense and to the fullest extent permitted by law, Proposer agrees to indemnify, defend, and hold harmless the City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), as set forth in **EXHIBIT 5 (“Sample Contract”)**.

## **F. Prevailing Wages**

Proposers are aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. Proposer must agree to fully comply with such Prevailing Wage Laws to the extent applicable.

## II. RFP Process

### A. Schedule of Events

EVENT	RESPONSIBILITY	DATE
RFP Distribution	City	8/31/22
Mandatory Pre-Proposal Meeting	City	9/8/22 at 2:00 p.m.
Last Day to Submit Request for Clarification	Proposer	9/15/22 by 4 p.m.
RFC Responses Distributed	City	9/19/22
RFP Proposals Due	Proposer	9/22/22 at 2 p.m.
Proposer Interview (if-necessary)	City	9/29/22
Last Day to Submit Letter of Objection	Proposer	9/29/22 by 4 p.m.

The City reserves the right to adjust this schedule as necessary. Any changes to the schedule will be issued in an Addenda and sent to companies listed on the plan holder's list or the pre-proposal meeting attendance sheet.

### B. RFP Distribution

A prospective Proposer may receive this RFP by e-mail, or online at <https://www.cityofmonrovia.org/your-government/city-clerk-s-office/bids-rfps>.

All bidders are encouraged to register to the plan holder's list to assure receipt of any communications. To be included on the official plan holders list, please email Petra Beglarian at [pbeqlarian@ci.monrovia.ca.us](mailto:pbeqlarian@ci.monrovia.ca.us). Distribution of the RFP in no way represents the City's acceptance of a Proposer's qualifications, reputation, or ability to perform the Services

### C. Mandatory Pre-Proposal Meeting

An in-person, **Mandatory**, pre-proposal meeting will be held at **2:00 PM on Thursday, September 8, 2022** where proposers can ask questions of staff at this meeting. The meeting will take place at the Public Works Training Room located at **600 S. Mountain Avenue, Monrovia, CA 91016**.

The purpose of this conference is to ensure that Proposers have adequate information to respond fully and comprehensively to the City's requirements. The meeting will be held at the City Yard in a Presentation/ Questions and Answer format. There will be no organized site visits. It is expected that Proposers visit and familiarize themselves with all of the sites included in the scope of work. Before the conference takes place, Proposers should review the RFP thoroughly and should be familiar with its content, as well as the City's functional and technical requirements.

### D. Proposal Deadline and Proposal Submission

The City must receive the Proposal **on or before 2:00 PM on Thursday, September 22, 2022**. *A Proposal received after this date and time will be considered non-responsive and the City will return the Proposal, unopened.*

All responses must be completed as required, signed by an official of the firm who is authorized to enter into a binding agreement with the City on behalf of the company, and must be received in the place and by the time designated in this document. *Oral, telephonic, facsimile, or electronically transmitted (email) Proposals are invalid and the City will not accept or consider them.*

Proposer must submit **three (3) signed hard copies of the Proposal** (consisting of 1 original and 2 copies), and **one (1) digital PDF copy** of the Proposal, on a flash drive, all in a sealed, clearly labeled envelope (or box). The cost estimate should be provided in a separate, SEALED ENVELOPE. A Proposal may be delivered by mail or in person.

The Proposal must be clearly marked:

**CITY OF MONROVIA  
CITY CLERK'S OFFICE  
LANDSCAPE MAINTENANCE RFP  
415 S. IVY AVENUE  
MONROVIA, CA 91016  
ATTENTION: ALICE ATKINS, CITY CLERK**

### **E. Interim Inquiries and Responses; Interpretation or Correction of RFP**

If a Proposer has any questions about this RFP, the proposed Agreement, or the scope of work— or if a Proposer finds any error, inconsistency, or ambiguity in the RFP, or the proposed Agreement, or both— the Proposer must make a “Request for Clarification” before submitting its Proposal.

The Proposer must submit a Request for Clarification in writing by letter or email (preferred) to:

City of Monrovia  
Department of Public Works  
Attention: Petra Beglarian, Management Analyst  
600 S. Mountain Avenue  
Monrovia, CA 91016

Email: [PBeglarian@ci.monrovia.ca.us](mailto:PBeglarian@ci.monrovia.ca.us)

Request for Clarification must be received on or before **4:00 p.m., September 15, 2022.**

If necessary, the City will make clarifications, interpretations, corrections, or changes to the RFP, or the proposed Contract, or both, in writing/email by issuing Addenda, as described in Section II.F. (below). A Proposer must not rely upon, and the City is not bound by, purported clarifications, interpretations, corrections, or changes to the RFP and the proposed Contract, that are made verbally or in a manner other than a written advisory from the City.

## **F. Addenda**

The City will issue Addenda in writing/email only. A copy of each Addendum (if any) will be posted on the City's website and will be sent via email to those companies signed up to the plan holder's list or the pre-proposer meeting attendance sheet. It is the Proposer's responsibility to check the City's website for any Addenda and to ensure that it has received the said Addenda. Each Proposer must provide a signed acknowledgement confirming receipt of all issued Addenda to this RFP, as part of their Proposal submittal.

At any time before the Proposal deadline, the City may issue Addenda withdrawing the RFP or postponing the Proposal Deadline. However, if any Addendum results in a material change to this RFP, or the proposed Agreement, or both, the City will extend the Proposal Deadline by not less than seventy-two (72) hours. The City will treat transmittal of Addenda to potential Contractors by U.S. mail, fax, or e-mail as sufficient notice of the changes made by the City.

### **III. General Requirements and Instructions**

#### **A. Examination of Documents**

Before submitting an RFP Response, each Proposer must:

- Thoroughly examine the RFP. A thorough review of this RFP is critical to obtaining an in-depth understanding of the requirements of this RFP.
- Make all necessary investigations, and understand the Scope of Work (**EXHIBIT 1**).
- Be able to furnish the City with valid insurance forms (including insurance certificates and additional insured endorsements) in compliance with the Insurance Requirements described in **EXHIBIT 4**.

#### **B. Proposer's Representations in the Response**

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey reasonable understanding of all requirements, terms, and conditions for performance of the Services required in this Project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, examining documents, and inspecting City sites and facilities for this Project;
- The Proposer is fully familiar with and has fully considered all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs;
- The Proposal is an irrevocable offer for a period of at least ninety (90) calendar days following City's opening of all Proposals; and
- The Proposer is, and will be, in compliance with the RFP's requirements, terms, and conditions.

#### **C. Withdrawals, Cancellation, or Modification of a Proposal**

**Before** the Proposal Deadline:

A Proposer may withdraw or modify a Proposal, by giving written notice, signed by the Proposer. A withdrawal request must be addressed as follows and delivered to:

City of Monrovia  
Public Works Department  
Attention: Petra Beglarian, Management Analyst  
600 S. Mountain Avenue  
Monrovia, CA 91016\

Email: [pbeglarian@ci.monrovia.ca.us](mailto:pbeglarian@ci.monrovia.ca.us)

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For a withdrawal to become effective, the City must receive the Proposer's written request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer's verbal telephonic, or facsimile, request for modification or withdrawal of a Proposal.

If a Proposer withdraws its Proposal, the withdrawal will not prejudice the Proposer's right to submit a new Proposal, if the new Proposal is submitted: (a) in accordance with the RFP's requirements, and (b) before the Proposal Deadline.

**After** the Proposal Deadline:

A Proposer must not withdraw, cancel, or modify its Proposal for a period of at least ninety (90) calendar days following the Proposals' due date of September 22, 2022. The City may extend the 90-day period upon the City's written request and upon the affected Proposers' written approval.

***The City may allow a Proposer to withdraw or cancel a Proposal after the opening of the Proposals, if the Proposer establishes, to the City's satisfaction, that all of the following circumstances exist:***

1. The Proposer made a mistake in its Proposal;
2. Within five (5) days after the Proposal's opening, the City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
3. The mistake made the Proposal materially different from what the Proposer had intended it to be; and
4. The mistake was made in filling out the Proposal and was not due to error in judgment, or carelessness in reading the RFP or the proposed Contract.

#### **D. Proposal Preparation Expenses**

Expenses for developing the RFP response are entirely the responsibility of the Proposer and are not chargeable to the City in any manner. The City is not liable for any pre-contractual expenses, which are defined as expenses incurred by Proposer in:

- Preparing its Proposal in response to this RFP.
- Negotiating with the City any matter related to the Proposal.
- Any other expense incurred by Proposer prior to the date of award of the Contract for this RFP.

## **IV. Proposal Content and Format**

### **A. Requirements**

So that competing Proposals can be compared equally, contractors must assemble their Proposals in strict adherence to the format and content requirements of this RFP. Failure to follow all Proposal format and content requirements may result in disqualification of your Proposal for being non-responsive.

Proposals should be brief and concise, devoid of extraneous material and promotional information. They should be in sufficient detail to allow a thorough evaluation of the plan of work and its correlated costs. See **EXHIBIT 3** for the instructions on required Proposal content for firms submitting a Proposal.

### **B. Mandatory Qualifications**

To be eligible to perform the Services, the Proposal must provide satisfactory evidence that:

1. The Proposer satisfactorily completed a minimum of three (3) years' experience in public contracts in Southern California; each comparable in scope and scale to this Project, within five (5) years before the Proposal Deadline and with a dollar value equal to or in excess of the Proposal submitted for this Project.
2. References shall be provided for each project listed above. Each reference shall include name, title, organization, mailing address, telephone number, and email of the project manager.

### **C. Experience**

Proposer shall introduce all key personnel. This must include the Project Manager and his/her full experience and qualifications.

### **D. Cost and Budget Control**

Proposer shall submit a cost estimate table identifying all estimated costs with regards to this project. The cost estimate table should identify all needed tasks, number of hours by labor classification, and the total cost for that task. All labor category hourly rates must be clearly identified. Additionally, any explanation of cost savings and benefit to the City should be explained in as much detail as possible.

### **E. Identifying Proprietary Information; Public Records Act**

A Proposer must identify and list all copyrighted material, trade secrets, or other proprietary information ("protectable documents") that the Proposer included in its

Proposal, which Proposer believes should be exempt from disclosure under California's Public Records Act, Government Code Section 6250, et seq.

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City's refusal to disclose the protectable documents to any party making a request for those items.

The City will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

All Proposals and other material submitted become the property of the City and may be returned only at the City's option. The City reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the Proposal does not affect this right.

## **F. Proposal Signature(s)**

The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal in ink. The individuals signing the Proposal must represent that they are authorized to bind the Proposer's legal entity.

- A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
- A partnership must execute the Proposal by all of its partners. After each signature, each partner must list a residential address or the firm's address, either of which must include the state, zip code, and telephone number.
- If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal.
- An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person's legal authority to sign on behalf of another or others.

## V. Method of Selection

All Proposals received on time will be opened, in a non-public setting. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

### A. Basis for Award and Evaluation Criteria

The City is seeking the best qualified Proposers for the program based on the following criteria. Each Proposal will be judged in the following areas to determine an overall score based on the criteria below.

Evaluation Criteria	Weight
<p><b><u>Proposed Implementation and Workflow</u></b></p> <ul style="list-style-type: none"> <li>▪ Understanding of Monrovia Landscape Services requirements and ability to meet standards of service.</li> <li>▪ Sufficient resources to meet contractual obligations.</li> <li>▪ Ability to meet City contract and insurance requirements.</li> <li>▪ Adequate number and availability of personnel and equipment assigned to this contract.</li> </ul>	<b>45 pts</b>
<p><b><u>Staffing &amp; Personnel</u></b></p> <ul style="list-style-type: none"> <li>▪ Qualifications and experience of Project Manager and any other named personnel.</li> <li>▪ Demonstrated experience in similar projects.</li> <li>▪ Current/Past References for comparable projects.</li> </ul>	<b>15 pts</b>
<p><b><u>Cost and Budget Control</u></b></p> <ul style="list-style-type: none"> <li>▪ Appropriateness and adequacy of proposed operating costs.</li> <li>▪ Proposed Cost relative to other proposals.</li> </ul>	<b>40 pts</b>
<b>Subtotal, Awarded Points</b>	<b>100 max</b>

***The City may investigate the qualifications of a Proposer under consideration, require confirmation of information furnished by the Proposer, and require the Proposer to provide additional information or evidence of qualifications for the Services described in this RFP.***

Once selected, the successful Proposer must enter into a written Contract with the City within fourteen (14) calendar days following Proposer's receiving the City's Notice of Award.

### B. City's Reservation of Rights

This RFP and the proposal evaluation process do not:

- Obligate the City to accept or select any Proposal;

- Constitute an agreement by the City that it will actually enter into any contract with any Proposer.

When it best serves the City's interests, the City may do any one or more of the following:

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.
- Accelerate the pace of the RFP process if only one or a handful of Proposals is received.
- Waive any or all information, defects, irregularities, or informalities in a Proposal.
- Accept amendments to Proposals after the Proposal Deadline.
- Amend, revise, or change the RFP's evaluation or selection criteria.
- Cancel, withdraw, amend, revise, change, or negotiate the terms of this RFP, the proposed Contract, or both.
- Reissue a Request for Proposals.
- Conduct one or more oral interviews.
- Visit a Proposer's facilities or business.
- Examine financial records of a Proposer to the extent necessary to ensure financial stability.
- Make a partial award.
- Negotiate with one or more Proposers.
- Award contracts to one or more Proposers.
- Require a best and final offer from one or more Proposers.
- Provide or perform the Services using a City officer or employee, or contract directly— without an RFP or bids— for the Services.

## VI. Award of Contract

Within ninety (90) calendar days after the City opens all Proposals, if the City Council selects a Proposal, the City will give the selected Proposer a “Notice of Intent to Award Contract” that will specify the “start date” for performing the Contract’s services.

Once selected, the successful Proposer must enter into a written Agreement with the City within fourteen (14) calendar days following Proposer’s receiving the City’s “Notice of Intent to Award Contract.” The RFP, or any part of it, and the Proposer’s responses, will be incorporated into and made a part of the Contract. **A copy of the proposed Contract is provided as EXHIBIT 5.**

Before any services can commence, the selected Proposer will be required to execute the Contract, which is **a standard form of agreement**. To facilitate the Project’s smooth and timely implementation, Proposers responding to this RFP must review all the terms and conditions of the Contract, including, but not limited to, provisions relating to insurance, indemnity, and termination.

The City’s policy is that the Contract be accepted as is. By submitting a Proposal to the City in response to this RFP, each Proposer is deemed to have provided its approval to the Contract, accepting it without qualification. If a Proposer seeks limited modification of the Contract, then in the Proposal a Proposer must identify the proposed changes.

***However, changes or qualifications to the Contract may be weighed in the evaluation of the Proposal and may cause rejection of the Proposal as non-responsive, in City’s determination.***

The City reserves the right to negotiate further the terms and conditions of the Contract. The Proposer whom the City Council selects must cooperate with the City in good faith to negotiate, sign, and deliver the final Contract. The City will draft the Contract and may require the selected Proposer to attend one or more Contract negotiation conferences to discuss possible:

- Revisions to the Contract’s service-related terms, conditions, requirements, specifications, or minimum performance standards, other than the insurance and the indemnity provisions; and
- Additions to the Contract, by the parties’ mutual agreement, or as required by a City Ordinance or Resolution, the City’s Municipal Code, or any other law.

At any time, and for any reason, if contract negotiations with the selected Proposer fail to progress to the City’s reasonable satisfaction, the City reserves the right to not only end negotiations with the selected Proposer, but also cancel the award and reject the Proposal. At its discretion, the City may then: reopen the Proposal process; choose from among the remaining, if any, qualified Proposers; reissue the RFP; negotiate directly with any firm for services; or choose not to contract for services.

Within fourteen (14) calendar days after the City issues the Notice of Intent to Award Contract, or within any extension that the City may allow, the selected Proposer must submit to the City all of the following items:

- Three (3) signed copies, including one (1) original and two (2) copies of the Contract, properly signed by the Proposer.
- Insurance certificates and additional insured endorsements that fully conform to the Contract's requirements.

After the City receives the signed Contracts and insurance documents, the City Attorney's office will review the Contract. Additionally, the City Attorney's office or the City's Risk and Insurance Services Manager will review the required insurance. If the selected Proposer has not changed any terms of the Contract, and if the insurance and the bond(s) conform to the Contract's requirements, the City will sign the Contract and return an original of the Contract to the Proposer.

## VII. Letter of Objection; Procedures

A Proposer, who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit an objection in writing— by letter only— to the City. ***The City will not consider any verbal objection.*** The Letter of Objection must clearly state:

- The specific objections;
- The areas of concern;
- The facts supporting the objections; and
- A proposed method for resolving the objections.

The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence.

The Proposer must deliver or mail the Letter of Objection to:

City of Monrovia  
Department of Public Works  
Landscape Maintenance Services  
Attention: Petra Beglarian, Management Analyst  
600 S. Mountain Avenue  
Monrovia, CA 91016

**The City must receive the Letter of Objection on or before 4 p.m. on September 29, 2022.**

Upon the City's timely receipt of the objection letter, the City will review the Proposer's contention(s). If the City decides that the RFP, whether in whole or in part, needs revision, the City will prepare Addenda, as described in Section II.F of this RFP.

## EXHIBIT LIST

“Exhibit 1”:	Scope of Work
“Exhibit 2”:	Work Locations
“Exhibit 3”:	Instructions to Firms Submitting Proposals
“Exhibit 4”:	Insurance Requirements
“Exhibit 5”:	Sample Contract
“Exhibit 6”:	Proposal Forms

## EXHIBIT 1 – Scope of Work

The contract involves complete landscape maintenance, furnishing all labor, equipment, some supplies, and the supervision necessary for the following, among other services: irrigation, aeration, fertilization, mowing, edging, pruning; shaping and trimming trees, shrubs and ground cover plants; weed control, pest control of all plant diseases, and other maintenance required to maintain the City's parkways, medians, and public facilities landscape, in a safe, attractive and usable condition; and maintenance of all plant material to keep plants in good condition with horticultural acceptable growth and color; debris removal and general clean-up of all areas under the contract, as indicated by the specifications attached hereto.

It shall be understood that in addition to these services, all tasks incidental to landscaping functions not specifically listed but normally included in general landscape maintenance practices will be provided.

The contract will be awarded for an initial three-year period starting November 1, 2022, followed by two one-year extension options for a maximum of five years. Each one-year extension may be eligible for a price increase based upon the Consumer Price Index for the Los Angeles region. In no case will the adjustment exceed 3%.

### **Contractor's Responsibility**

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 the contract 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.

Contractor shall complete the following reports:

- Annual Maintenance Schedule
- Weekly Maintenance Schedule
- Weekly Maintenance Report
- Monthly Maintenance Report
- Monthly Chemical Use Report
- Monthly Fertilizer Use Report
- Pesticide List (if applicable) with EPA Numbers
- Monthly Green Waste Recycling/Diversion Report (if applicable)

### **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, where traffic control is required, shall not commence before 9:00 a.m. and shall terminate at 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 6:00 p.m. Monday through Friday, unless specified duties require work on Saturday or

Sunday. Other exceptions may be made to normal work hours where incidences of use may be too great during the specific hours to allow for proper maintenance.

The Public Works Director or City representative may grant, on an individual basis, permission to perform landscape maintenance at other hours. No maintenance functions that generate excessive noise, which would 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 to scheduling shall be reported in writing to the Director of Public Works or his designee 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 specific notification listing starting dates for fertilizing, spraying, pruning, irrigation, and other duties shall be furnished to the Director of Public Works or his designee at least 48 hours in advance of performing these operations.

### **Hazardous Conditions**

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.

### **Level of Maintenance**

All work shall be performed in accordance with the highest standards. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites. A minimum, sufficient and adequate number of manpower labor and supervision shall be provided on a day-to-day basis as part of this Agreement.

If, in the judgement of the City, the level of maintenance is less than that specified herein, the City shall, at its discretion, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document provided no other arrangements have been made between the Contractor and the City. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at the City's sole discretion, result in deduction of payment for that date, week or month. Payment will be retained for work not performed until such time as the work is performed to City Standard.

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

## **1. Turf Maintenance**

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Turf shall be maintained with a crisp, clean appearance at all times. Turf shall be mowed weekly throughout the year or as often as is required to maintain a neat and manicured appearance. Bruising or rough cutting of grass shall not be permitted. Mower blades shall be sharp and properly adjusted so that turf is cut to a uniform height. Mowing height for all irrigated lawn areas shall be no less than 1 ½ inches and no more than 2 ½ inches for a finished cut height unless otherwise requested. Mowing patterns will be changed weekly or however necessary to avoid rutting. Aeration, scalping, and renovation of lawn areas shall occur once a year.

Care shall be taken to avoid damage by mowers to tree trunks, irrigation heads and any other utilities, facilities, or structures within or adjacent to turf areas. Any damage caused by the Contractor's negligence shall be repaired at the Contractor's expense. Prior to mowing, the Contractor shall ensure that the mower is clean so that no roots, stolon's, seeds or crowns of foreign grasses are introduced to the turf.

Weeds in turf shall be maintained to a minimum of 1% at any given time. A pre-emergent herbicide shall be applied in the spring to prevent the introduction of crabgrass in the sports fields prior to the soil temperatures reaching 60 degrees.

All litter and debris in turf areas shall be picked up and disposed of properly. Grass clippings may be left behind if dispersed uniformly throughout the turf area.

#### *Turf Maintenance Minimum Standards*

- 1.1 *All turf areas will be mowed at minimum, on a weekly basis.*
- 1.2 *Turf will be healthy with an even surface and uniform, a deep green color (unless watering restrictions have been imposed by the City under drought conditions).*
- 1.3 *Turf will not exhibit bare spots.*
- 1.4 *Turf will be pest-free.*
- 1.5 *Turf will be weed-free at all times.*

## **2. Edging**

All turf areas shall be cleanly edged to the inside (turf side) edge of the concrete median curbs. All turf growing along public sidewalks and walkways shall be edged to maintain a crisp, clean edge along all such structures. Grass shall also be kept from overgrowing sprinkler heads.

Edging shall also include trimming grass around: poles, utilities, valve boxes, controllers, and any other hardscape areas. Edging shall be done once per week in the active growing season and bi-weekly in the off season of the turf. Edging shall be done with the use of a power edger. A line trimmer is not appropriate for trimming turf. Mechanically trim around sprinklers as needed to provide proper and unobstructed irrigation. The cutting of holes around sprinklers shall not be permitted.

Edging around trees shall be at least 16" away from the trunk. At no time is a line trimmer to be used on or at the base of any City tree. Weeds around trees and tree wells shall be chemically controlled.

#### *Edging Minimum Standards*

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- 2.1 *Edging shall be completed at a minimum on a weekly basis.*
- 2.2 *Complete site edging of curb, planter beds, sprinklers, valve boxes, meter boxes, etc., shall be performed to ensure the site looks groomed and well maintained.*

### **3. Shrubs and Plants**

Shrubs and plants shall be pruned as necessary to encourage healthy, natural growth patterns for each specific variety. Pruning is to be done after the plants stop producing new flowers and shall include thinning, shaping, and removing dead or diseased branches.

Unless a hedge is present, hedge trimming shall not take place. Shrubs and plants are never to be cut using a weed eater or hedge trimmers. Bypass pruners are to be used at all times. Shrubs are to be kept in a natural shape allowing for them to get to their mature size. Directional pruning shall be utilized to guide the plants away from valve boxes and walkways.

All shrubs shall be pruned back to clear all roadways, curbs, gutters, and sidewalks. Shrubs shall not block signs, utilities, utility meters or any other facilities located within the work areas. Shrubs shall not block access to controllers or electric valves and shall be pruned to minimize blockage of irrigation head spray patterns. Shrubs which may restrict visibility, such as those adjacent to left hand turn lanes or those within 100 feet of any intersection shall be kept within the height range of 12" – 24" as measured from the street level.

#### *Shrubs and Plants Minimum Standards*

- 3.1 *Fertilization, irrigation and cultivation (when applicable) shall be adjusted to serve the requirements of the plant species.*
- 3.2 *Shall be healthy, attractive plants that lend variety and interest to the landscape.*
- 3.3 *All failed or damaged plant materials shall be removed and replaced within thirty (30) days of notice, unless determined by the City to delay replacement. The replacement plant shall be the same size and species as the damaged or failed plant, if possible. The City shall approve replacement of plant materials not meeting these specifications.*
- 3.4 *All plant beds shall be maintained free of trash and debris at all times and should be groomed to promote an attractive and fresh appearance.*

### **4. Groundcover**

Groundcovers shall be kept trimmed behind top of curb lines, kept off pedestrian walkways, out of curb and gutter areas, kept out of interplant shrubs and trees, trimmed to keep all signs, poles, guardrails, and utility meters clear, and kept from encroaching in any way into private property or onto private property fences. Grasses, weeds, sucker growth, or any other growth shall be removed from groundcover to maintain a neat and clean appearance. Groundcover which may restrict visibility, such as those adjacent to left hand turn lanes or those within 100 feet of any intersection shall be kept within the height range of 12" – 24" as measured from the street level.

Pruning shall be performed by Contractor's staff trained and competent in proper pruning

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techniques. Prune shrubbery and hedges at established “maintenance” height.

The Contractor shall clear sidewalks and roadways of plant material after cutting to maintain a clean, neat appearance. All leaves and debris are to be picked up and disposed of by the Contractor. No leaves and debris are to be blown into planters, streets, gutters etc.

#### *Groundcover Minimum Standards*

4.1 *Groundcover shall be edged as needed to keep plant growth from extending beyond curbs, sidewalks, buildings, and turf areas. Groundcover in medians shall not be allowed to extend beyond the curb or sidewalk.*

### **5. Leaf Litter/Bark Mulch**

Leaf litter shall be mulched with a mower throughout the year. Large concentrations of leaves may require pickup at the City’s discretion. Leaf litter and grass clipping removal may be completed using a blower. Leaf litter shall not be allowed to accumulate to the point that it will damage or kill turf.

Leaf litter that is removed from turf shall either be chopped and used on-site or transported to a plant debris recycling facility. Leaf litter on mulched sites such as the medians, shall be blown in a pile and picked up.

Bark mulch shall be replenished at a minimum depth of 4”, and a minimum of once a year at all sites where it currently exists, and more if needed. Mulch shall be supplied by the City. Locations for treatment include but are not limited to: Huntington Drive Medians, 1-210 Slopes, Metro Medians, and Myrtle Avenue Medians.

#### *Leaf Litter and Mulch Minimum Standards*

5.1 *Bark mulch shall be placed around plants and maintained at a minimum once a year and on an as needed basis.*

### **6. Irrigation**

Irrigation shall be accomplished using automatic or manual irrigations systems at the majority of the sites. Contractor shall be responsible for monitoring irrigation system malfunctions or leaks and repair shall be made immediately if possible and at most, within one week. If the repairs are not made immediately, the irrigation is to be turned off until the repairs are made so that water is not continually lost. If the Contractor fails to repair irrigation leaks reported or otherwise after one week, the Contractor will pay \$25.00 dollars per day, per site until the repairs are complete.

Due to water restrictions, automatic controllers shall be programmed for watering between the hours of 10:00pm and 4:00am only. Watering may occur up to three times per week, depending on the type of irrigation, plant material and current watering restrictions. Contractor must ensure that the watering schedule meets current watering restrictions for the City. Automatic controller programs shall be adjusted to compensate for changes in the weather and site conditions. Controller programs shall be adjusted by City personnel. If the weather prediction is at 70% of chance of rain, Contractor shall turn the system off. Excessive run-off of water must be avoided. Water shall not be allowed to pond or create a water-logged soil condition. Wasting of water or use of City furnished

water for means other than those directly related to maintenance of this project shall be prohibited.

Precautions shall be taken to prevent water from wetting pedestrians, vehicles and pavement. Any soil washed onto pavement shall be cleaned up and any eroded areas shall be filled in at the Contractor's expense.

If the irrigation goes down for any reason, the Contractor is responsible to manually water the site until the irrigation restores the system.

#### *Irrigation Minimum Standards*

- 6.1 *Shall be checked every week at each site to meet standard and not waste water.*
- 6.2 *All systems will comply with State and local laws regarding backflow prevention and protection of the public water system.*
- 6.3 *All controllers that are on the central system shall be used to their fullest programming capability.*
- 6.4 *Irrigation preventative maintenance system checks shall be done as needed; all zones will be checked for operation, and repairs made immediately.*
- 6.5 *General inspections of turf and plant materials shall be done routinely for signs of stress or damage due to irrigation.*
- 6.6 *Irrigation systems will deliver optimum water to each plant type at the lowest cost with maximum resource conservation.*
- 6.7 *Water will be delivered during non-use hours.*
- 6.8 *Each station shall be adjusted to meet the needs of the specific site unless authorized by the City, as well as, adjusted due to weather conditions.*

#### **7. Irrigation Equipment and Operations**

Irrigation system repair shall occur and be compensated as stated below:

1. Irrigation system repair will be the responsibility of the Contractor. All replacement materials are to be with new original types and models, unless a substitute is approved by the City. The Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranties.
2. Maintenance, repair and replacement of malfunctioning sprinkler heads, mainline irrigation pipes, laterals, and quick couplers, including risers and swing joints, shall be included in the Contractor's base bid. The Contractor shall provide labor for the above items at no extra charge and shall bill the City for the required parts with a maximum mark up of 10% over cost.
3. Maintenance and repair of valves, filters, valve boxes, batteries and wiring shall be covered in the Contractor's base bid. The Contractor shall provide labor for the above items at no extra charge and shall bill the City for the required parts with the agreed upon mark up over cost. The City reserves the right to provide parts and materials at the sole expense of the City.
4. Replacement of valves, filters, valve boxes, and wiring shall be considered part of the contract and included in the cost proposal. Decisions regarding repair versus replacement will be made by the Contractor and City jointly. In the event

that there is a disagreement with regards to how to proceed, the City's choice will prevail.

5. Repair and replacement of lateral lines, main lines, check valves, and controllers shall be considered part of the contract and included in the cost proposal.
6. Repairs and replacement of any irrigation component or property damaged by the Contractor or as a result of negligence, error, or omission by the Contractor shall not be submitted to the City for payment and are the responsibility of the Contractor.
7. Repair and replacement of any irrigation components or property that is a result of vandalism, or unintentional damage, caused by the public shall be considered "extra work" in its entirety. All vandalized components must be presented to the City within one working day of the repair or replacement in order for the Contractor to be compensated for the repair or replacement. If the vandalized components are not presented within one working day the Contractor will be paid based on the above stated criteria for repair and replacement.
8. When the Contractor observes or is notified of water waste due to excessive overspray, overwatering for irrigation system malfunction, he/she shall respond within 24 hours. Repairs/adjustments shall be completed promptly to prevent damage to the landscape.

#### **8. Plant Loss**

It is one of the Contractor's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in watering due to broken irrigation.

Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action.

Contractor agrees to replace, at the Contractor's cost, any dead, stunted, or damaged plantings that are the result primarily of the Contractor's negligence. Plants lost from Contractor's negligence shall be replaced, at the Contractor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a thirty-six (36) inch box, or if smaller, the size shall be approved by the City.

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms and related events. Contractor shall report all such conditions to the City in writing within seventy-two (72) hours of occurrence and submit a proposal for the work or repairs along with the costs. The Contractor shall obtain City's written permission/direction or authorization prior to proceeding with the work. Failure to notify the City within 72 hours of occurrence will result in replacement at the Contractor's cost as if the cause was Contractor negligence.

The City shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Contractor as a substitute for proper care. The City will consider Contractor negligence a major breach of contract with Contractor's

full responsibility for costs and losses.

Dead plants and those in a state of decline shall be brought to the City's attention immediately.

All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants and materials shall be inspected and approved by City prior to installation.

*Plant Loss Minimum Standards*

- 8.1 *All failed or damaged plant materials shall be removed and replaced within thirty (30) days of notice, unless determined by the City to delay replacement. The replacement plant shall be the same size and species as the damaged or failed plant, if possible.*
- 8.2 *The City shall approve replacement of plant materials not meeting the specifications in 8.1.*

**9. Weed Control**

All areas within the work sites are to be always kept free of weeds and volunteer tree growth. This includes but is not limited to, all bare dirt areas and any weed growth within ground cover, shrub plantings and hardscape areas in all the contractor management zones. Pedestrian walkways, medians and other hardscape areas are to be always kept weed-free; this includes the area that extends two feet from face of curb into the street area. Volunteer tree growth shall be removed by the Contractor as part of this contract paying attention to removal to include root system, rather than flush cut. If the plant is too large, herbicides can be used to ensure complete removal

Weed control shall be practiced in all turf areas; weed control in the turf areas is only to be done using properly registered pesticides for turf grass. The level of weed control shall be at least adequate to eliminate all weeds. Any weeds which are removed by hand shall be removed in a manner which leaves the ground surface level and saves the existing turf in place.

Weeds shall be removed from against fences, trees, and other obstructions. If the City determines that mowing practices or the condition of the weeds does not provide adequate mulching, the Contractor is to remove the mulched weeds. The removed weeds shall be disposed of properly.

The Contractor shall comply with all rules, regulations, and license requirements of the California Department of Pesticide Regulation, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of work on the Contract.

The Contractor shall perform spraying on City properties to prevent weed growth. Spraying shall consist of (1) use of a pre-emergent herbicide to prevent weed growth

during the growing season following application, and (2) use of a systematic herbicide to kill re-growth and/or summer weeds. Soil sterilants may not be used unless directed by the City.

It shall be the Contractor's responsibility to apply herbicides as necessary to keep all properties appropriately free of weeds throughout the year. Weeds shall not exceed a maximum two (2) inches in height at any time throughout the year. It is the Contractor's responsibility to eliminate all weeds regardless of what type they are.

It shall be the Contractor's responsibility to determine the most appropriate times of the year to apply herbicides, fungicides, and pre-emergents. The Contractor must notify the City prior to any application of any registered pesticide a minimum of one week prior to the pesticide treatment.

It shall be the Contractor's responsibility to independently monitor all contract areas and perform touch-up spraying as needed anytime weed growth occurs. Monitoring shall at a minimum include a weekly physical inspection of all sprayed areas.

The Contractor shall use the necessary equipment to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application. The Contractor shall supply water for the chemical mix.

The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds but may not sterilize the soil for a period in excess of one year following application. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in the prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations.

In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. In the event the treatment is not effective, the Contractor will be required to remove all growth from the area within the limits of the spray application.

Under no circumstance are chemicals allowed to be sprayed in Parks, only in open spaces and medians.

## **10. Fertilizers**

Fertilizers shall be applied three times per year for turf and two times a year for shrubs and ground cover. Any adjustments to this schedule will be made by the City Representative. All fertilizer applications are to conform to the California Food and Agricultural Code. Commercial fertilizers shall be complete fertilizers furnishing the required percentages of nitrogen, phosphoric acid, potassium, and other necessary micronutrients as needed to keep plants, and shrubs in a healthy and vigorous growing condition. No steer or chicken manure is allowed. All organic fertilizers must have the

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lowest salinity rate possible. All turf shall be fertilized using homogeneous, pellet, or granular slow release material.

The Contractor shall perform a soil fertility analysis at individual parks as directed by the City and shall review the analysis with the City representative. Contractor shall provide all labor and materials to fertilize lawns, shrubs, and ground cover to maintain proper nutrient levels and provide a consistent and healthy appearance.

#### **11. Trash, Leaves and Debris – Collection and Disposal**

1. Trash, leaves and debris from landscape maintenance operations, blown by the wind or deposited by persons or animals shall be collected a minimum of once per week but more often if needed.
2. Paper, trash, cans, bottles, and animal waste etc., shall not be dumped on site in trash dumpsters, but shall be disposed of offsite in a legal manner at Contractor's expense.
3. Leaves, grass clippings, branches, weeds, and all other landscape debris accumulated from the landscape maintenance operations shall be collected and properly disposed of the same day it is accumulated.
4. Green waste requirements of the State of California and the City of Monrovia apply to this contract.
5. All animal feces or other materials detrimental to human health shall be removed from the park areas immediately. All broken glass and sharp objects shall be removed immediately.
6. The City will provide an Athens bin and a designated disposal location. The Contractor will be responsible to dispose of their waste. All excess material shall become the property of the Contractor to be legally disposed of as the Contractor sees fit. The City will not reimburse the Contractor for any fees incurred.

#### **12. Weed Abatement**

Contractor is responsible for weed abatement of the main thoroughfares as well as various other streets. Maintenance typically includes the sidewalk out to the curb and gutter and ends where the gutter meets the asphalt. All areas are to be abated a minimum of four times per year, with some areas requiring more attention.

1. The ROW which includes the tree wells shall be free of weeds, leaves and debris.
2. Trash and illegal postings are to be removed from trees, lights post etc.
3. Weeding is to be done along fence lines, parkways, and tree wells.
4. Suckers and tree sprouts are to be removed from the trees.
5. Storm drains are to be cleared out making them free of any debris.
6. The city does not plant grass or any plant material in the parkways therefore, these things do not need to be maintained. Anything impeding foot traffic along the sidewalk shall be cut back to allow for a free path of travel.

The City's goal is 100% clearance. All sites outlined in this section shall be completely cleared of brush, weeds, debris etc. However, in cases where it is not feasible to clear the entire parcel, due to lack of accessibility, the below criteria may be used.

The Contractor shall complete clearance of all sites two times per year (April and September). The maintenance plan may include various methods such as mechanical, chemical, livestock etc.

#### *Weed Abatement Minimum Standards*

- 12.1 *Trim any grass, groundcover and herbaceous weeds to no higher than three (3) inches above the ground.*
- 12.2 *All flammable fuels shall be removed in accordance with the direction given by the Los Angeles County Fire Department. Contractor shall be responsible for the removal of any dry ground cover and shrubbery.*
- 12.3 *All flammable vegetation identified as a fire hazard shall be mowed or cut to a stubble height of three (3) inches, for thirty (30) feet around any structure or fifty (50) feet from high hazard areas (County of Los Angeles Fire Code 325.2.1(2), 325.2.2).*
- 12.4 *Thin remaining vegetation for the next one hundred seventy (170) feet, for a total of two hundred (200) feet, around any structure by clearing, trimming, thinning, pruning lower branches, and removing flammable vegetation. For high hazard areas, this distance can be increased to a maximum of 200 feet (County of Los Angeles Fire Code 325.2.1(2), 325.2.2).*
- 12.5 *Dry weeds, brush, and vegetation within two hundred (200) feet from a home or other structure and ten (10) feet from a road shall be pruned to maintain size and minimize potential fuel that may add to brush fires.*
- 12.6 *Specimen native trees, and shrubs, are permissible, provided that they do not form a means of transmitting fire to any structure (County of Los Angeles Fire Code 325.2.1(2)). All specimens shall be placed a minimum of fifteen (15) feet or three (3) times their diameter from other specimens, structures, or surrounding native brush.*
- 12.7 *Access roads shall be maintained with a minimum of ten (10) feet of brush clearance on each side. Fire access roads shall have an unobstructed vertical clearance to the sky. Trees overhanging fire access roads shall be maintained to provide adequate vertical clearance (County of Los Angeles Fire Code 325.10, 503.1.1, through 503.6).*
- 12.8 *It is required that **all shrubs** shall be maintained free of dead wood and litter. Shrubs must be trimmed up from the ground one third of their height. Trees shall be trimmed up a minimum of six (6) feet or one third their height up to forty (40) feet.*
- 12.9 *Proper fire suppression devices shall always be required on site by each crew working on this project.*
- 12.10 *All clippings must be hauled away at the end of each day or completion of the parcel.*
- 12.11 *Contractor shall fully comply with weed abatement standards as determined by the Los Angeles County Department of Agricultural Commissioner/Weights and Measures.*

### **13. Old Town – Trash Collection**

All trashcans within Old Town Monrovia shall be emptied and replacement bags installed daily, including weekends and holidays, no later than 10:00am. Failure to comply may result in a \$100.00 reduction in the monthly statement, per block. Trash bags shall be furnished by the Contractor. Containers shall be pulled out and the areas swept clean or blown with backpack blower to ensure cleanliness. Contractor shall pressure wash if extensive soiling conditions exist.

This activity will be authorized on an as-needed basis, including weekends and holidays, by City staff at an agreed upon hourly rate which the Contractor should include in their bid proposal.

### **14. Parks – Trash Collection**

Trashcans at all parks shall be emptied and replacement bags installed daily, including weekends and holidays, no later than 10:00am. Failure to comply may result in a \$100.00 reduction in the monthly statement, per park. Trash bags will be supplied by the Contractor.

### **15. Parking Lots – Sweeping and Trash Collection**

Parking lots are to be kept free of debris, weeds and litter in order to maintain a neat and clean appearance. The Contractor shall clean parking lots at least once a week, but more often if necessary. Trashcans at all parks shall be emptied and replacement bags installed daily, including weekends and holidays, no later than 10:00am. Trash bags will be supplied by the Contractor. Failure to comply may result in a \$100.00 reduction in the monthly statement, per parking lot. All parking lots are to be swept by 7:00am, using a street sweeper/truck.

### **16. Hardscape and Courts**

Hardscapes shall be blown off a minimum of three times a week. Hardscapes include but are not limited to:

- a. Basketball courts (multiple locations)
- b. Skate Park
- c. Tennis Courts (multiple locations)
- d. Library Park Entrance
- e. Sidewalks (areas adjacent to project site)
- f. Playgrounds

At the conclusion of each visit, walks adjacent to work areas shall be blown clean.

### **17. Water Facilities**

All other provisions of these specifications apply. Whenever a conflict arises between this section (Water Facilities) and the rest of the specifications, the main body of the specifications shall apply. All turf areas at the water facilities shall be mowed and edged monthly. All other maintenance shall be performed at a minimum of once per month or what is required to maintain the minimum standards as listed in the scope of work. This may include but is not limited to shrub trimming, litter and debris removal, weed abatement, stairway clearing, shrub, groundcover trimming, etc.

### **18. Rain & Wind Events**

During rain events, mowing and all activities that would adversely impact soil conditions should be postponed. The Contractor shall be responsible for identifying any hazards and ensuring those hazards are mitigated within the scope of work. Standing water that collects and does not easily run off shall be pumped out. Contractor shall provide a crew to remain in the City to patrol all sites and provide clean-up, remove downed limbs, clear drains etc. This service will be considered “additional work”. A crew rental rate shall be established and approved by City staff at an agreed upon hourly rate which the Contractor should include in their bid proposal.

Trash collection must be completed daily unless weather is too severe or poses a safety concern. During the periods when the weather conditions hinder normal operations, the Contractor shall adjust his/her workforce in order to accomplish those activities that are not affected by weather. The Contractor shall immediately notify the City that the workforce has been removed from the job site due to weather conditions or other reasons. The Contractor will be expected to “make up” work not completed due to weather conditions.

### **19. Traffic Control**

Contractor shall conform to the latest CalTrans Standards and ensure safe flow of traffic and safety of workers in traffic zones. All traffic control costs shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore. The Contractor must perform all work, as required, according to the most current Work Area Traffic Control Handbook (WATCH) manual. The Director of Public Works or his designee should be notified prior to any street or lane closure. There shall be no closure to traffic lanes between the hours of 7:00 a.m. and 7:00 p.m. without prior authorization from the Public Works Director or his/her designee. Access to driveways shall be maintained at all times.

### **20. Damage Control**

Contractor shall:

1. Protect materials, products, facilities, utilities, and the like against damage at all times during work performance.
2. Make repairs, at Contractor’s sole expense, for Contractor-attributed damages within 24-hours of the damage occurrence, except utility lines, which shall be repaired the same working day. Contractor’s failure to make repairs with time allowance may cause the City to make the repairs and back-charge the Contractor, or deduct from invoices due, the repair costs, plus an administrative charge of 15%.
3. Verify and locate any underground systems (i.e., utility lines) and take all reasonable precautions when working in the designated work areas.
4. Contact underground alert at least two (2) working days prior to digging for line locations. Report any damage or problems immediately to the Field Services Manager. If Contractor discovers something unexpected, or a unique problem occurs, work must stop and immediately contact the city designee.

5. When damage does occur, make repairs in accordance with the appropriate building codes and permits.

**21. Work Performed at an Additional Fee**

Extra work will need to be authorized by the City. All extra work is to be billed at the Contractor's standard hourly rate unless specifically noted. Extra work is considered as:

1. Correcting pre-existing conditions such as dead or dying plant material requiring remedial work.
2. Cleaning and/or repairing acts of vandalism, natural disaster, or weather damages.
3. Irrigation repairs not caused by Contractor.
4. Re-seeding bare turf areas.
5. Special City events hosted outside of regular working hours. City staff will provide up to a two week notice to the Contractor requesting services. Contractor will be required to provide the City with labor costs per person per hour. Appropriate staffing will be determined by the City representative. Work may include but is not limited to trash disposal, set-up of event, event clean up, etc.

## EXHIBIT 2 – Work Locations

All work shall be performed in accordance with the highest standards. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites. At minimum, work shall meet the minimum standards and guidelines outlined in Exhibit 1 Scope of Work.

PARKS	ADDRESS
Julian Fisher Park	915 S. California Avenue
Kiwanis Park at Grand Avenue	340 N. Grand Avenue
Library Park	321 S. Myrtle Avenue
Lucinda Garcia Park	205 W. Olive Avenue
Recreation Park	620 S. Shamrock Avenue
Rotary Park	401 S. California Avenue
Station Square	1629 S. Myrtle Avenue

FACILITIES	ADDRESS
City Hall	415 S. Ivy Avenue
Community Center	119 W. Palme Avenue
Fire Station 101	141 E. Lemon Avenue
Fire Station 102	2055 S. Myrtle Avenue
Recreation Park Facilities (Museum, Boys & Girls Club, Mary Willcox Center)	620 S. Shamrock Avenue
Public Works Building (inside and outside)	600 S. Mountain Avenue
Police Department	140 E. Lime Avenue

PARKING LOTS	ADDRESS
Colorado Boulevard Parking Lot (North)	118 E. Colorado Boulevard
Colorado Boulevard Parking Lot (South)	118 E. Colorado Boulevard
Colorado Commons Parking Lot	137 W. Colorado Boulevard
Community Center Parking Lot	119 W. Palm Avenue
East Lemon Avenue Parking Lot	124 E. Lemon Avenue
East Lime Avenue Parking Lot	217 E. Lime Avenue
Lime & Ivy Parking Lot	139 E. Lime Avenue
Palm Avenue Parking Lot	116 E. Palm Avenue
West Lemon Avenue Parking Lot	123 W. Lemon Avenue
West Lime Avenue Parking Lot	150 W. Lime Avenue
Station Square Parking Lot	1629 S. Myrtle Avenue

MEDIANS / OPEN SPACES / PLANTERS	ADDRESS
Alamitas Avenue	Dead end parkway at 1500 block south of train tracks
Alta Street	North parkway west of Encino Ave
California Ave	Median and sidewalks between Duarte Road and Evergreen
Central Avenue	Parkway, north side of street from Mayflower heading east approx. 500 feet

400 block of West Chestnut	Right of ways
500-600 block of West Chestnut Avenue	Parkways on north and south side of street
Cypress Avenue	Parkway, north side 300 block W. Cypress from Alta Vista to Magnolia behind shopping center
500 & 600 blocks of E. Cypress Avenue	Right of ways
Cypress Avenue	Parkway, north side 400-600 block E. Cypress from California to Shamrock
Duarte Road	Medians and sidewalk between Peck and California (METRO) and medians from Mountain Avenue to Magnolia
Encino Avenue	Dead end parkway at 1500 block south of train tracks
Genoa Wash 300-400 block	Duarte Road in middle of block heading north and south
Gold Hills	West side of 500 block N. Myrtle and S/W corner of Skyway and Myrtle
Hidden Valley Rd.	Medians, at 7 and 15 Hidden Valley Rd.
Hillcrest Bl. Parkway	South side of Hillcrest across from 547 W. Hillcrest, north of 243 Highland Place
Huntington Drive	Medians b/w 5th Avenue and Mountain Avenue
HWY Esplanade	Median
King Street	Cul-de-sac planters, at Monterey and at Mayflower Avenues
Lemon Avenue	Planter, in front of 110 E. Lemon Avenue
Lemon Court courtyard area and fountain	On E. Lemon across from 110.
Lime Avenue	Planters, 100 block E. Lime both sides of street
Longford place	West side from Prospect north to dead end
Maple Avenue	Cul-de-sac planters, at Monterey and at Mayflower Avenues
Maple Avenue	Parkway south side 400-600 block E. Maple from California to Shamrock
400 block Maple Avenue	Right of ways
Mary Wilcox Center	843 E. Olive N/E corner of Olive and Mountain
Monrovia sign planter	S/E corner of Fifth and Huntington Drive. This includes planter east of sign.
Monrovista Avenue cul-de-sac planters,	Shamrock Avenue and Monrovista Avenue
Mountain and Duarte Road	Median at intersection on Duarte Road
Mountain and Foothill	Planter north side of Foothill at stop sign
Monterey Avenue	Parkway, east side beneath freeway overpass south of Huntington Oaks Shopping Center
Myrtle Avenue	Medians North of 210 FWY Median
Myrtle Avenue	Medians Huntington to Chestnut
Myrtle Avenue	Medians and sidewalk between Duarte Road and 210 FWY
Myrtle Avenue	Median, 1835 S. Myrtle at intersection of Myrtle and El Norte
Myrtle Avenue	Planters and medians, 100-700 block S. Myrtle Avenue. All medians to Palm Avenue and all planters on east and west sides of street from Foothill to Olive Avenue
Myrtle Avenue	Planters, 700 block Myrtle ,all planters on West side of street from Olive to Walnut

Myrtle Avenue	Medians ,900 block S. Myrtle, all medians from Chestnut to Huntington Drive
Norumbega Road easement,	South side of 500 block Norumbega Rd. and north of Sawpit Wash
Ocean View Avenue	Dead end parkway at 925 Ocean View
Orange Avenue	South curb, from Sombrero to dead end

<b>WATER SITES</b>	<b>ADDRESS</b>
Cloverleaf Reservoir	601 Cloverleaf Drive
Emerson Flats Reservoir	909 Ridgeside Drive
Mountain Reservoir and Booster Station	510 S. Mountain Avenue
Norumbega Reservoir	1235 Norumbega Drive
Oakglade Reservoir	733 Oakglade Drive
Radford Reservoir	346 N. Ivy Avenue
Ridgeside Reservoir and Booster Station	715 Ridgeside Drive
Well #4	354 Valley Circle
Well #5	2610-5 S. California Avenue
Well and Treatment Facility	2655 S. Myrtle Avenue
Upper Cloverleaf Reservoir	585 Highland Place

<b>OLD TOWN MONROVIA (ALL)</b>	<b>ADDRESS</b>
Ivy Avenue to Primrose Avenue	From Foothill Boulevard to Huntington Drive

<b>STATION SQUARE (ALL)</b>	<b>ADDRESS</b>
Duarte Road to Evergreen Avenue	From Myrtle Avenue to Magnolia Avenue

## EXHIBIT 3 – Instructions to Firms Submitting Proposals

All Proposals must include the following content:

Proposal Documents	Description	✓
<i>Cover Letter</i>	A one-page cover letter including: firm name, address and telephone number of the person or persons to be used for contact and who will be authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the bidder and to bind the Proposer in the contract.	
<i>Table of Contents</i>	A comprehensive table of contents of the material must be included in the Proposal.	
<i>Qualifications of Personnel</i>	This section must show that the organization is adequately staffed and trained to perform the required service or should demonstrate the capability for recruiting such staff. <u>Please also include the number of total staffing and staff hours proposed for the contract.</u>	
<i>References</i>	This section must provide a list of all previous or current large accounts within the last five years by name, address, telephone number, and length of service. See Proposal Forms at the end of this document for the correct formatting. Please also include the types of services performed and the scope of services provided.	
<i>Work Statement and Quality Control Plan</i>	The Proposal will provide a statement of the Proposer's understanding of the work to be done, a description of the methods and techniques to be used by the Proposer to achieve the objective of the contract, and a positive statement of commitment to perform.	
<i>Corporate Capability</i>	This section must provide a summary of the Proposer's relevant background information to ensure that the prospective Contractor has the capacity to perform the required services. The firm submitting the Proposal must have sufficient experience as a corporation or other entity.	
<i>Contractor Costs</i>	This section of the Proposal will outline all costs for services specified in the technical provisions of this document for the duration of the contract.	
<i>Acceptance of Conditions</i>	This section will be a statement offering the Proposer's acceptance of all conditions listed in the Request for Proposal document and all related Attachments.  Any exception on the Contractor's behalf must be stated in the Proposal including any provisions in the Contract.	
<i>Additional Information</i>	This section may contain material not specifically requested for the evaluation but which the Proposer wishes to submit.	

## EXHIBIT 4 – Insurance Requirements

### Insurance

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Four Million Dollars (\$4,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds. The policy must include contractual liability coverage that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing services under this Agreement, workers’ compensation policy is not required, but Contractor shall execute a declaration that it has not employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor’s insurance and shall not contribute with it.

E. Contractor’s Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Contractor and Contractor’s employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

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F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, facsimile or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section

## EXHIBIT 5 – Sample Contract

### CONTRACTOR SERVICES AGREEMENT

This Contractor Services Agreement (“Agreement”) is dated [month] [day], [year] (“Effective Date”), and is between the City of Monrovia, a California municipal corporation (“City”) and [Contractor’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Contractor”).

#### RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide [describe required services].

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

#### 1. Contractor’s Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services, attached as **Exhibit A**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Contractor Representative shall be:

[Name], [Title] (the “Contractor Representative”)  
[E-mail Address]

The Contractor Representative shall directly manage Contractor’s services under this Agreement. Contractor shall not change the Contractor Representative without City’s prior written consent.

C. Time for Performance. Contractor shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Contractor shall assign the Project Manager listed in the Contractor's Request for Proposal ("Project Manager") to manage the services described in **Exhibit A** for the duration of the Agreement. Should the Project Manager be taken off this assignment for any reason, the City shall have the right to approve any substitutions.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements applicable to this Agreement.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through [Month] [Day], [Year], with two (2) one-year options to extend, unless sooner terminated as provided in Section 13 of this Agreement or extended.

### **3. Compensation.**

A. Compensation. As full compensation for Contractor's services provided under this Agreement, City shall pay Contractor the total flat sum of [Written Amount] Dollars (\$[Numerical Amount]) (the "maximum compensation"), as set forth in the Approved Fee Schedule, attached hereto as **Exhibit B**.

B. Expenses. City shall only reimburse Contractor for those expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses collectively exceed the total sum of [Written Amount] Dollars (\$[Numerical Amount]).

C. Additional Services. City shall not allow any claims for additional services performed by Contractor, unless the City Council and the Contractor Representative authorize the additional services in writing prior to Contractor's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in

**Exhibit B**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

**4. Method of Payment.**

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this agreement available during Contractor's regular working hours to City for review and audit by City.

**5. Ownership of Documents.** All reports, documents or other written material ("written products") developed by Contractor in the performance of this Agreement shall be and remain City's property without restriction or limitation upon its use or dissemination by City. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

**6. Independent Contractor.** Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

**7. Confidentiality.** All data, documents, discussion, or other information (collectively "data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential. Contractor shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Contractor shall return all data to City upon the expiration or termination of this Agreement. Contractor's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

**8. Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including the Political

Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 8 into any subcontract that Contractor executes in connection with the performance of this Agreement.

## **9. Indemnification.**

### **A. Indemnities for Third Party Claims.**

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as

a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

## **10. Insurance.**

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Four Million Dollars (\$4,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds. The policy

must include contractual liability coverage that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has not employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required

under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

## **11. Mutual Cooperation.**

A. City's Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

**12. Records and Inspections.** Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of [Written Amount] ([Numerical Amount]) years. Contractor shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

**13. Termination of Agreement.**

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five (5) calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

**14. Force Majeure.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:  
Attn: Alice D. Atkins, City Clerk  
City of Monrovia  
415 South Ivy Avenue  
Monrovia, California 91016

If to Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a courtesy copy to:

Craig A. Steele, City Attorney  
Richards, Watson & Gershon  
350 South Grand Avenue, 37<sup>th</sup> Floor  
Los Angeles, CA 90071

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Prevailing Wage.** City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in the attached **Exhibit C**.

**20. Exhibits.** **Exhibits A, B, and C** constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

**21. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive

statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both parties.

**22. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

**23. Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

**24. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

**25. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Monrovia.

**26. Attorneys’ Fees.** In any litigation or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

**27. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Monrovia,  
a California municipal corporation

Contractor:

[Contractor's Legal Name],  
a [Legal Form of Entity]

By: \_\_\_\_\_

Name: Dylan Feik  
Title: City Manager

By: \_\_\_\_\_

Name: [Name of Authorized Signer]  
Title: [Title of Authorized Signer]  
Email: [Email of Authorized Signer]

ATTEST:

By: \_\_\_\_\_

Name: Alice D. Atkins, MMC  
Title: City Clerk

By: \_\_\_\_\_

Name: [Name of Authorized Signer]  
Title: [Title of Authorized Signer]  
Email: [Email of Authorized Signer]

APPROVED AS TO FORM:

**(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)**

By: \_\_\_\_\_

Name: Craig A. Steele  
Title: City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

## EXHIBIT C

### TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Contract between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Contract is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this **Exhibit C**.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Contract are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Contract.

4. The project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Contract, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Contract, Contractor and each of its subcontractors

shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

8. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

9. Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"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."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with this Contract, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of this Contract.

**EXHIBIT 6 – Proposal Forms  
EXPERIENCE FORM – MINIMUM QUALIFICATIONS**

*List public entity contracts in California; each comparable in scope and scale to this Project, within the last five (5) years:*

	CONTRACT START DATE	CONTRACT END DATE	CONTRACT \$ AMOUNT	PROJECT NAME	ADDRESS	CONTACT NAME/TITLE	CONTACT PHONE NUMBER	
1								
2								
3								
4								



