

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 1, 2023 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and Parkwood Landscape Maintenance, Inc., a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide routine maintenance of landscape and hardscape areas associated with City owned sites.

B. Consultant 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 Consultant and Consultant 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. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2026, unless sooner terminated as provided in Section 14 of this Agreement. The City may, upon mutual agreement, extend the contract for two (2) additional one year terms. In no event shall the contract be extended beyond June 30, 2028.

2. Compensation.

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant a sum not to exceed Seven Hundred Ninety Five Thousand, Four Hundred Twenty Four Dollars (\$795,424) (the “maximum compensation”), for the initial three-year term, based on the Approved Fee Schedule, attached hereto as **Exhibit A**, unless additional payment is approved as provided in this Agreement. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

For (optional) extension years, Fiscal Year 2027 and Fiscal Year 2028, rates may be adjusted on the anniversary date of the contract as a result of an increase in the Los Angeles-Orange-Riverside Counties Consumer Price Index (CPI) for the most recent twelve-month period of March to March.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City

ATTACHMENT B

Council shall be compensated at the rates set forth in **Exhibit A**, 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.

3. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit B**. 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 Consultant Representative shall be George Albanez, Business Development (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant 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. Consultant 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. Consultant 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 Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services under this Agreement. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and compliance with the customary professional standards.

F. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. This agreement may call for services that, in whole or in part, constitute "public works," as defined in the California Labor Code. Therefore, as to those services that may be "public works," including landscape maintenance, Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C.

G. Permits and Licenses. Consultant 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.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for actual 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. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

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 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

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

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant 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 Consultant.

6. Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor and not an employee of City. The personnel performing the services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant 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 Consultant or any of Consultant's employees. Consultant 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. Consultant and Consultant's personnel shall not supervise any of

City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services under this Agreement. Consultant shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services required by this Agreement. Consultant shall perform the services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of the services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the services under this Agreement.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of the services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

C. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section 6. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

7. PERS Compliance and Indemnification.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 7. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

8. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant 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. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

9. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant'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, Consultant may perform similar services for other clients, but Consultant 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 Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 9 into any subcontract that Consultant executes in connection with the performance of this Agreement.

10. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant 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 Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant 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. Consultant 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. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant 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. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant 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 Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant'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. Consultant's indemnifications and obligations under this Section 10, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant 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 Consultant 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 10 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. Consultant's indemnifications and obligations under this Section 10 shall survive the expiration or termination of this Agreement.

11. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant 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 Two Million Dollars (\$2,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

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 Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 11.

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 Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 11 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 11.

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 11 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 Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 11 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant 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, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11 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) calendar days' prior written notice to City. If any insurance policy required under this Section 11 is canceled or reduced in coverage or limits, Consultant 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 Consultant does not maintain the policies of insurance required under this Section 11 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 11, 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 Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant 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 11. The

endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant 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. Consultant 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 Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 10 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant 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 11.

12. Mutual Cooperation.

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

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

13. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. Consultant 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.

14. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least seven (7) calendar days before the termination or suspension is to be effective. Consultant 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. Consultant 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 Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

15. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant 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 Consultant’s reasonable control and not due to any act by Consultant.

16. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant’s and City’s regular business hours, or (c) five 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: Director of Public Works
City of Covina
125 E. College Street
Covina, California 91723

If to Consultant:

Attn: George Albanez
Parkwood Landscape Maintenance, Inc.
16443 Hart Street
Van Nuys, CA 91406

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant 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. Consultant 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.

18. Prohibition of Assignment and Delegation. Consultant 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 Consultant 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 18 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 18, “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.

19. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 10, 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.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

21. 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.

22. Entire 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.

23. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

24. 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.

25. 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.

26. 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.

27. 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 Covina.

28. Attorneys' Fees. In any litigation or other proceeding by which on 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.

29. 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.

30. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

[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 Covina,
a California municipal corporation

By: _____

Name: Chris Marcarello
Title: City Manager

ATTEST:

By: _____

Name: Fabian Velez
Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____

Name: Candice K. Lee
Title: City Attorney

Consultant:

Parkwood Landscape Maintenance, Inc.
a California Corporation

By: _____

Name: _____
Title: _____

By: _____

Name: _____
Title: _____

(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.)

EXHIBIT A
APPROVED FEE SCHEDULE

**SECTION II
BIDDER'S PROPOSAL**

2.1 BID COST SCHEDULE

Complete and submit this Section 2.1 BID COST SCHEDULE along with bid proposal. For the estimated geographic size of each site, refer to the table contained in Section 5.1.

Maintenance Areas			
Item No.	Site	Monthly Cost	Annual Cost
Landscape District Zone 1			
1	Jalapa Park – Village Oaks Drive & Garvey Avenue North	\$ 1,651.20	\$ 19,814.00
2	Three Oaks Park – Center Court Drive & Village Oaks Drive	\$ 275.20	\$ 3,302.40
Landscape District Zone 2			
3	Entrances to Arrow Grand Circle off of Arrow Highway	\$ 137.60	\$ 1,651.20
4	North side of Cienega Street, between Grand Avenue and Barranca Avenue	\$ 1,110.00	\$ 13,320.00
Landscape District Zone 5			
5	Parkways on Azusa Avenue between Arrow Highway and Badillo Street	\$ 555.00	\$ 6,660.00
Landscape District Zone 6			
6	Parkways surrounding Dalton Place Development – Banna Avenue/Clover Place/Kidder Avenue	\$ 97.70	\$ 1,172.40
Landscape District Zone 7			
7	Citrus Avenue Street Medians - Between Covina Blvd. and Tudor Street	\$ 36.00	\$ 432.00
Landscape District Zone 13 (future)			
8	Parkways surrounding Covina Bowl Development – 1060 West San Bernardino Road	\$ 156.00	\$ 1,872.00
Landscape District Zone 14 (future)			
9	Parkways surrounding Zest Development – 707 North Barranca Avenue	\$ 32.00	\$ 384.00
City Parks			
10	Banna Park – Banna Avenue and Cypress Street	\$ 597.50	\$ 7,170.00
11	Cougar Park – 150 West Puente Street	\$ 198.25	\$ 2,379.00
12	Covina Park – 301 North Fourth Avenue	\$ 2,881.75	\$ 34,581.00
13	Edna Park – 220 West Edna Place	\$ 539.20	\$ 6,470.40
14	Heritage Plaza Park – 400 North Citrus Avenue	\$ 382.35	\$ 4,588.20
15	Hollenbeck Park – 1250 North Hollenbeck Avenue	\$ 2,973.96	\$ 35,687.52
16	Kelby Park – 815 North Barranca Avenue	\$ 1,827.95	\$ 21,935.40
17	Wingate Park – 735 North Glendora Avenue	\$ 3,843.00	\$ 46,116.00
City Facilities			
18	City Hall Grounds – 125 East College Street	\$ 182.64	\$ 2,191.68

19	Covina Public Library – 234 North Second Avenue	\$ 194.18	\$ 2,330.16
20	Police Station – 444 North Citrus Avenue	\$ 172.37	\$ 2,068.44
Sports Field			
21	Heyler Baseball Field – 1100 East Badillo Street	\$ 235.20	\$ 2,826.00
Parking Facilities			
22	Metrolink Rail Station & Lot – 600 North Citrus Avenue	\$ 825.60	\$ 9,907.20
23	Metrolink Parking Structure – 559 North Citrus Avenue	\$ 416.71	\$ 5,000.52
Water Utility Facilities			
24	Grand Avenue Pump Station – Grand Avenue & East Hurst Street	\$ 80.00	\$ 960.00
25	Holt Avenue Pump Station – 1401 East Holt Avenue	\$ 32.00	\$ 384.00
26	Charter Oak Water Reservoir – 701 North Sunflower Avenue	\$ 112.00	\$ 1,344.00
27	Cypress Water Reservoir – 1051 East Cypress Street	\$ 96.00	\$ 1,152.00
28	Forestdale Reservoir – 285 North Forestdale Avenue	\$ 64.00	\$ 768.00
29	Rancho La Merced Reservoir – 2081 Rancho La Merced Drive	\$ 192.00	\$ 2,304.00
30	Rancho Simi Reservoir – 502 Rancho Simi Drive	\$ 224.00	\$ 2,688.00
31	Roycove Water Reservoir – 3001 North Roycove Drive	\$ 64.00	\$ 768.00
Medians and Traffic Islands			
32	Badillo Street – Lark Ellen Avenue to Sunflower Avenue (center median, frontage road medians, and tree wells)	\$ 495.99	\$ 5,951.88
33	Grand Avenue – Southern City Limit to Arrow Highway	\$ 398.58	\$ 4,782.96
34	Azusa Avenue – Grovecenter Street to Arrow Highway	\$ 347.00	\$ 4,164.00
35	Rowland Avenue – Western City Limit to Citrus Street	\$ 221.00	\$ 2,652.00
36	Citrus Avenue – From RR Tracks to Cypress Street	\$ 168.00	\$ 2,016.00
37	Vincent Avenue – San Bernardino Road to Badillo Street	\$ 32.00	\$ 384.00
38	Workman Street – Barranca Avenue to Dead End on East Side	\$ 32.00	\$ 384.00
39	Glendora Avenue/Wannamaker Drive Island	\$ 16.00	\$ 192.00
Miscellaneous Areas			
40	Banna Wash – Glendora Avenue to Cypress Street/Bonnie Cove (trim access road landscape; 2x/yr)	NA	\$ 1,142.28
41	Covina Hills Road – Grand Avenue to Heffner Hill Road (trim roadside landscape; 2x/yr)	NA	\$ 384.00
42	Puente Street – Eastern City Limit to 1901 Puente Street (trim roadside landscape; 2x/yr)	NA	\$ 144.00
43	Reeder Avenue – Old Badillo Street to Puente Street (trim roadside landscape; 2x/yr)	NA	\$ 320.04
44	Rancho Grande Drive – East 1900 Block (trim roadside hedge; 2x/yr)	NA	\$ 288.00
45	Wannamaker Drive/Dodsworth Avenue (trim dead end landscape; 2x/yr)	NA	\$ 108.00
Total Cost		\$ 21,896.08	\$ 265,141.08

Cost Schedule for Extra Work (Extra Work shall be performed in accordance with Section 3.15 of this bid)	
Per square foot cost for additional areas	\$.04
Hourly cost for additional labor	\$36.00
Per tree cost for planting 24" box with root barrier and irrigation	\$600.00
Per tree cost for planting 36" box with root barrier and irrigation	\$1,350.00
Per tree cost for removal and stump grinding	\$300.00

Bidder's Company Name: Parkwood Landscape Maintenance Inc.

The above named bidder having examined the bid documents and having examined the sites identified and the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, and equipment necessary to successfully perform the work as required by the bid document.

EXHIBIT B
SCOPE OF SERVICES

CONTRACT OBJECTIVE

3.1 PROJECT SUMMARY

Upon completion of the selection process, a contract will be offered to the lowest responsive and responsible bidder that will provide comprehensive maintenance services for City parks, City facilities, and street medians owned by the City of Covina.

The properties contained in this contract include eight (8) public parks totaling approximately 50 acres; three (3) City facilities; eight (8) water utility facilities; five (7) landscape district zones; two (2) parking facilities; one (1) sports field; a network of street medians and traffic islands with an approximate sum of 303,000 square feet; and four (6) miscellaneous areas. For the duration of the contract, all properties are expected to remain well-maintained and aesthetically pleasing to the highest standard.

The Contractor shall furnish all necessary tools, equipment, supplies, chemicals, labor, supervision, management, and means of transportation, to provide maintenance services as described herein. Contract work will generally consist of litter and debris removal and general landscape maintenance. The City is seeking complete, continuous, and consistent maintenance of turf, hardscapes, groundcover, shrubs, tracks, and trails, as well as pesticide applications.

When working in roadways, the Contractor is expected to control the movement of equipment, personnel, and supplies between vehicles and the median and traffic islands. The Contractor shall implement all approved methods of lane closure and traffic control so as not to create any safety hazard or obstruction of vehicular traffic on the roadway. Required warning devices shall be used to warn approaching motorists of workers and equipment working on and around the medians and traffic islands. All workers operating in the public-right-of-way shall wear all required safety personal protective equipment (PPE) and safety vests.

During, and at the conclusion of the contract term, all plant material shall be healthy in appearance and in satisfactory growing condition. All sites shall be maintained per the frequencies and specifications requested by the City. Additional miscellaneous landscape maintenance work may be assigned on an as-needed basis at the discretion of the City. Such work shall be considered additional maintenance, or "Extra Work," and shall be compensated in accordance with Section 3.15.

3.2 CONTRACT TERM

The term of the awarded contract will be three (3) years, with an option to renew for two (2) additional one-year terms, upon the City Council's and the Contractor's approval, subject to the City Council's approval of the renewal rates, terms, and conditions.

3.3 PERSONNEL

3.3.1 CITY REPRESENTATIVE. The City shall designate an employee of the City as the City Representative who shall act on behalf of the City with respect to all aspects of this contract. The City shall designate the City Representative in writing within ten (10) calendar days after the execution of this contract and shall promptly notify the Contractor in writing if the City Representative is changed.

The administration of this contract is vested wholly in the City Representative. The City Representative shall have day-to-day authority to require the Contractor to comply with all provisions of this contract.

The City Representative does not have the authority to adjust the compensation, to amend the contract, to waive any provision of the contract, to approve invoices in excess of the contract amount, or to increase the contract non-to-exceed amount.

The Contractor shall provide the City Representative free and easy access to inspect and measure the manner and progress of the services at all times and to inspect the types and quantities of tools, equipment, chemicals, supplies, and all other materials used in the performance of the services. It is agreed that such inspection and measurement is not for the purpose of controlling or directing the services or employees of the Contractor, but to assure that all services meet the requirements of the contract.

The City Representative shall decide any and all questions which may arise as to conformance of and acceptability of tools, equipment, chemicals, supplies, and all other materials and methods and procedures used in the performance of the work with regard to the requirements include herein. The City Representative shall decide all questions that may arise as to the interpretation of the Contract Documents relative to the work and the fulfillment of the contract on the part of the Contractor.

The City Representative will determine the amount and quality of the several kinds of work performed and materials furnished that are to be paid for under this contract.

The City Representative may require the Contractor to make temporary changes in the assignment of routine work, tasks, and task frequencies if such changes do not affect the item prices contained in the Bid Cost Schedule of the bidder's proposal. Such temporary changes shall not affect the amount of payment to the Contractor.

The City Representative may demand full conformance with the terms and conditions of the contract by the Contractor and the Contractor's employees. The Contractor must respond to any complaints made or concerns expressed by the City Representative pertaining to its employees' performance under the contract and to take appropriate action to remedy any such complaints or concerns regarding the Contractor's employees in a timely manner. The City Representative may take appropriate corrective action up to and including removal of the

Contractor's employees from a work area in the event that the Contractor Representative is not available to take the appropriate action him or herself until such time as the Contractor is available to, and does remedy the concern or complaint regarding the Contractor's employee(s).

The City Representative may designate one or more City employees to monitor and inspect the performance and progress of the services provided under this contract.

The City Representative will not, in any instance, act as the Contractor's foreman or supervisor or interfere with the Contractor in the supervision or direction of the Contractor's employees, unless the Contractor Representative, or his or her designee, is not available, then the City Representative may take appropriate action as outlined in this Section 3.3.1.

The Contractor may not construe any advice provided to it by the City Representative as in any way binding upon the City or releasing the Contractor from fulfilling the provisions of the contract.

3.3.2 CITY RESPONSIBILITIES. The City will have the following responsibilities with respect to the contract:

- 1) Provide guidelines for landscape and general outside maintenance services for City owned sites;
- 2) Conduct regular periodic review to ensure Contractor's adherence to the contract and the Specifications and continued ability to responsibly perform the contract work;
- 3) Prepare a Contract Discrepancy Report to identify the Contractor's specific failures to meet contract requirements, if failures are identified; and
- 4) Provide access to work areas, if necessary.

3.3.3 CONTRACTOR REPRESENTATIVE. The Contractor must designate a Contract Representative, acceptable to the City Representative. The Contract Representative must be authorized by the Contractor to act on the Contractor's behalf at all times, and carry out the provisions of this contract.

The Contractor's Representative must conduct a sufficient number of inspections to guarantee the work is being performed according to the terms of the contract.

The Contractor Representative shall ensure that an adequate number of trained and qualified personnel capable of accomplishing the scope of services are assigned to the City.

The Contractor Representative shall be on-call at all times for emergencies and must be able to respond immediately and/or call immediately. The Contractor Representative must be able to report within one (1) hour to any of the locations covered by this contract, during the City's regular business hours. The Contractor Representative shall make himself or herself available to the City Representative to discuss performance of the work or other provisions of the contract in person or by telephone at any time during the City's regular business hours.

The Contract Representative shall be adequately trained on compliance of all applicable OSHA and other Federal, State, and Local laws and regulations regarding matters that may be encountered in the performance of the services.

The Contractor must provide adequate secretarial, clerical, and record keeping support both on-site and off-site to eliminate the need for the Contract Representative to personally prepare payroll, daily, weekly, and monthly statements and invoices, and/or to personally perform other clerical and record keeping activities.

Contractor shall have a responsible field supervisor on the job at all times when work is in progress. This supervisor shall have the authority to make decisions as the work progresses.

3.3.4 BACKGROUND CHECKS. Contractor shall perform and submit certifications of background checks on all employees providing onsite maintenance services on City property. Certifications shall be submitted to the City Representative within thirty (30) days of contract award, and with thirty (30) days of hiring new employees. Background checks shall include Live Scan (fingerprinting). No employee shall operate on City property if the employee has a felony conviction history or has been convicted for crimes of moral turpitude.

The City shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the Work. The Contractor shall furnish in writing such information to the extent allowed by law within thirty (30) calendar days after receipt of written request from the City Representative. The City reserves the right to conduct its own investigation of any employee of the Contractor

3.4 AREA ASSIGNMENTS

The Contractor shall assign its employees to areas of work for performance of Landscape and General Outside Maintenance Services as needed to successfully accomplish the services.

The Contractor shall ensure that each employee is in their assigned area or station, properly equipped, uniformed and ready to begin work at the beginning of the work shift and will remain in their work area during the entire work shift except for the break periods described below.

All employees of the Contractor performing the work specified in the contract must be paid by the Contractor and take for each four hours worked, a break of fifteen minutes from the time of

discontinuing performance of the work until the time of resuming work. Such break times will take place at times scheduled by the Contractor and approved by the City Representative.

3.5 SECURITY AND IDENTIFICATION

The Contractor shall take all measures necessary to comply and to ensure the employees of the Contractor comply with the rules and regulations of the City and all applicable federal, State and local rules, laws and regulations. Contractor's personnel shall wear and maintain presentable uniforms complete with nametag, photo identification, and company logo.

The Contractor shall ensure that employees serving hereunder, shall not use controlled substances not prescribed for them, nor illegal substances on the City's premises or during work hours, or in any manner when to do so would in any way affect the performance of the services, and shall not use alcohol on the City's premises nor preceding their work shift when to do so would in any way affect the performance of the services.

The Contractor is responsible to ensure that all of its employees performing hereunder are competent, orderly, and professional at all times. If any employee of the Contractor, in the opinion of the City, is not performing the services in a proper manner, or is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of the City, the City shall bring such complaints or concerns to the attention of the Contractor and the Contractor agrees to remedy any such complaint or concern in a timely manner. Until such time as the Contractor takes action to remedy any complaint or concern regarding its employees, the City Representative reserves the right to have such employee removed from its premises and access restricted. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the Contractor. The Contractor shall at all times remain responsible for the control of, and disciplinary action against its own employees. Additionally, the Contractor shall keep time records for each of its employees of hours actually worked.

The Contractor shall ensure that lost, or apparently lost articles, that are found by the Contractor's employees be turned in immediately to the City Representative.

Upon termination or transfer of any employee of the Contractor, the Contractor shall notify the City Representative in writing of such termination or transfer within two (2) business days, and shall immediately obtain and void all identification badges, keys or other items that would allow the terminated or transferred employee to gain access to any City of Covina facility or property.

The Contractor shall prevent any of its employees from opening, tampering with, using or moving any item of equipment or entering into any areas unless required in the performance of the Work.

The Contractor shall establish, implement and maintain procedures and controls to ensure each employee of the Contractor complies with all applicable provisions of the contract and all site rules and practices of the City.

Failure to comply with items in this section may result in a warning for non-performance of the contract.

3.6 SOLICITING

The Contractor may not perform or solicit any work in City facilities or on City property other than the work required to be performed under the contract. The Contractor must establish, implement, and maintain procedures and controls adequate to prevent its employees from performing work under the contract other than the work that required under contract, or soliciting or accepting any gratuities for work performed under the contract.

3.7 LABOR ACTIVITY

The Contractor must be responsible for its own labor relations with any trade or union representative among its employees and must negotiate and be responsible for resolving all of the disputes between itself and its employees or any union representing such employees. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the work, the Contractor must immediately give written notice thereof to the City. No union meetings are permitted on City property.

If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against the Contractor that results in the curtailment or discontinuation of work provided under the contract, the City may, during that period, employ any means legally permissible to cause the performance of the work.

In the event of a work stoppage by City employees or contractors affecting the site, the Contractor must perform the work required to keep the site in a condition acceptable to the City. In the event of danger to the Contractor's employees, the work must be performed by the Contractor's management and supervisory employees in cooperation with the City's employees.

3.8 CHANGES TO CONTRACT DOCUMENTS

Any changes, additions, deletions, or modifications of any type to the Agreement or General Conditions shall be made only by written Amendment and signed by the Contractor and the City.

The City may from time to time, without invalidating the contract, modify the contract by adding, deleting, or changing any one or all of the following areas to the contract: Landscape and General Outside Maintenance Services, and/or Contract Objective. All such changes shall be ordered by means of a Written Change Order. Any changes in the Compensation to the

Contractor resulting from such Change Orders shall be agreed upon by the City and the Contractor.

3.9 CONTRACTOR'S ACCESS

The City Representative will designate access routes, entrance gates, or doors, parking and storage areas, etc. for use by the Contractor and impose time limitations on the Contractor's access of City facilities in the performance of the work in accordance with the contract. The Contractor must conduct its operations in strict observation of the designated access routes and areas described above. Under no circumstances may the Contractor's employees enter or move upon any area not authorized by the City Representative for access by the Contractor.

The City will give the Contractor's employees reasonable access to City facilities to the extent necessary or appropriate for the Contractor's performance of the work under the contract, subject to the City's safety rules and regulations. The City will arrange for access to City buildings if necessary, including the provision of keys or access cards as required for the Contractor's performance of the work.

3.10 DISCLOSURE OF INFORMATION

The Contractor may not, during or after the term of this contract, disclose any proprietary information or confidential business information of the City, including, but not limited to, its costs, charges, operating procedures, and methods of doing business to any person, firm, corporation, association, other entity, or the general public for any reason or purpose whatsoever without the City's prior written consent. The Contractor must use confidential or proprietary information received by it exclusively in connection with the performance of the work.

The Contractor may not issue, or release for publication, any articles, advertising, or publicity matter relating to the work performed by the Contractor under the contract or mentioning or implying the City's name, without the City's prior written consent.

3.11 KEY CONTROL

The Contractor shall adequately secure the keys, key cards, other entry devices, and codes provided by the City. The Contractor shall maintain a record of the key numbers issued to its employees.

The Contractor shall immediately report any such item which becomes lost, missing or stolen to the City Representative. Should the Contractor lose or have stolen any keys, entry cards, other entry devices or entry codes issued to the Contractor by the City, the cost of changing locks, keys, entry cards, other devices or entry codes to buildings, rooms or areas accessible by the lost or stolen keys will be deducted from the Contractor's invoice to the City for the work performed under this contract.

The Contractor shall physically present all keys, entry cards and other entry devices for verification upon request of the City Representative.

Loss of a building key, or entry card, or any other entry device supplied to the Contractor may result in a verbal warning, and liquidated damages being assessed. The City reserves the right to charge the Contractor to recover costs in rectifying any loss of keys, entry card or any other entry device.

3.12 PERFORMANCE OF THE SERVICES

The Contractor must complete and timely perform all of the services under the contract and provide for all manner and type of tools, equipment, supplies, and materials required to successfully perform the work under this contract.

3.13 CONTRACT DOCUMENTS

The Contractor shall perform all work required under this solicitation and the contract in strict compliance with the requirements of this solicitation and the contract.

The Contractor will be supplied with one (1) copy of the Contract Documents.

3.14 ADDITIONS AND ALTERATIONS

During the course of the contract, new landscaped areas may be developed and may be added to this contract. Contractor will be given no less than fifteen (15) days notice prior to any additions. Payment for maintenance of additional sites shall be considered "Extra Work," and will be compensated in accordance with Section 3.15.

Similarly, certain landscaped areas may be altered in the future, and therefore require less maintenance or a different type of maintenance. For example, select turf areas may be converted to drought tolerant landscapes. In such cases, City and Contractor will discuss any necessary adjustments to the Bid Cost Schedule.

3.15 EXTRA WORK

Extra work may be required as a result of vandalism, accidents, or acts of nature. Further, work may be required in order to add new landscapes or facilities, or to delete or modify existing landscapes or facilities. Extra work shall not be performed without prior approval by the City Representative. Payment for extra work shall be in accordance with the hourly rates and item prices in the Cost Schedule for Extra Work.

The City reserves the right to cause any additional work deemed necessary by the City Representative to be performed by City crews, other contractors, or day labor, and at no cost to the Contractor.

OPERATIONAL SPECIFICATIONS

4.1 WORKING DAY

Contractor shall limit work activities to the hours between 6:00 a.m. and 4:30 p.m., Monday through Friday. Each working day shall conclude with clean-up and securing of the work site(s). Work shall not be performed during the following City-observed holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

The City Representative may grant, on an individual basis, permission to perform contract maintenance during other hours including weekends. Deviation from normal working hours will not be allowed without prior consent of the City Representative.

Exception is made to the work times specified above and the requirement for City consent when it is necessary to barricade and/or remedy a condition posing a hazard to the public or City staff.

In the event of a scheduling conflict, the City may ask Contractor to reschedule maintenance work in order to avoid conflict with any planned activities or events.

4.2 VEHICLES AND EQUIPMENT

Contractor shall provide vehicles and equipment sufficient in number and capacity to efficiently perform the work required. All vehicles and equipment used for work in the City must meet all current California State and federal standards for safety, emission, and noise. All vehicles used by the Contractor shall be registered with the California Department of Motor Vehicles. Contractor's name and professional contractor license number shall be indicated on both sides of all maintenance vehicles, as well as any additional language requested by the City. City reserves the right to inspect all equipment proposed to be used for the work. Contractor shall at no time drive vehicles on turf, medians, or sidewalks for any reason without the prior approval of the City Representative.

4.3 WORK AREA TRAFFIC CONTROL

The Contractor shall be responsible for providing and installing traffic control signs, barricades, delineators, cones, and pedestrian safety devices in accordance with the current California Joint Utility Traffic Control Manual (CJUTCM) published by the California Inter-Utility Coordinating Committee, the Work Area Traffic Control Handbook (WATCH) and the current Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones unless otherwise approved by the City Representative.

The Contractor shall not close any street within the City of Covina without first obtaining the approval of the City Representative. Lane closures shall be restricted to between the hours of 8:30 a.m. and 4:00 p.m.

4.4 INTERFERENCE WITH PUBLIC USE

Contractor shall schedule its operations so as not to interfere with the public's use of the maintained areas. Contractor shall conduct its operations so as to provide maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed. Throughout the course of Work, any areas that present a health or safety hazard shall immediately be barricaded to inform the public and City personnel of potential dangers in that area.

4.5 NOISE CONTROL

Noise generated from the Contractor's operations shall be controlled as specified by City Ordinance. Contractor is responsible for complying with Section 9.40.090 of the Covina Municipal Code, which restricts the use of landscape equipment to the hours of 7:00 a.m. to 8:00 p.m., in or near a residential area. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

4.6 STORM WATER POLLUTION PREVENTION

Green waste, debris, sediment, and chemicals must be controlled and prevented from entering storm drains. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Part VIII.A.3 (Municipal Employee and Contractor Training) and Part VIII.H.3.d (which also requires compliance with Part VIII.H.3.a and b) of the Municipal NPDES Permit No. CAS004004. Contractor's staff whose primary job duties are related to the implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Upon request, Contractor shall certify that all applicable BMP training is provided to staff on an annual basis.

4.7 PROTECTION OF CITY PROPERTY

Contractor shall repair or replace any curb, sidewalk, driveway, fence, wall, irrigation system, sign, utility installation, pavement, structure, or landscaping which is damaged by Contractor's operations. Contractor shall repaint or replace any traffic striping, pavement markings, or curb markings that are damaged or experience reduced reflectivity due to Contractor's operations.

Repairs and replacements shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified by the City. The cost shall be borne by the Contractor for any and all repairs and replacements performed as a result of damage caused by Contractor's operation.

4.8 WEEKLY MAINTENANCE INSPECTION

Contractor shall perform a weekly maintenance inspection of all maintained areas. An inspection checklist shall be submitted to the City weekly on a form provided by the City. The checklist shall include all items needing improvement and dates for corrective action. Dead or dying plants shall be reported on the checklist, and shall be removed or replaced only after approval by the City. It shall be the Contractor's responsibility to inspect and identify any condition that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. Major conditions shall be reported to the City Representative immediately. Minor conditions shall be corrected by the Contractor, including, but not limited to: removing tree branches that are posing a hazard, filling holes in turf areas and paving, using barricades or traffic cones around hazards, and replacing valve box covers.

4.9 ANNUAL GREEN WASTE REPORT

Contractor shall submit an annual report to the City, identifying the amount of green waste recycled or mulched. The report shall also identify the facilities that accepted green waste material originating in the City. Information may be provided in units of volume (cubic yards) or weight (pounds, tons, etc.). The report shall be due by February 15 of each year, for the preceding calendar year.

SCOPE OF WORK

5.1 OVERVIEW

Contractor shall provide maintenance services to specific City-owned sites designated by the City. Contractor’s services shall result in a consistently desirable appearance of those sites, per the directives of the City Representative. The sites will include public parks, City facilities, water utility facilities, landscape district zones, parking areas, sports fields, and a network of street medians and traffic islands. Work generally consists of litter removal in hardscape areas, and the general maintenance of turf and landscaped areas.

Specifically, Contractor shall mow, edge, rake, trim, aerate, overseed, fertilize, renovate and dethatch turf areas, adjust/repair irrigation systems, skirt trees, remove sucker growth, provide weed control, disease control, and pest control, hardscape maintenance, sports field maintenance, and remove trash and debris.

Provided in the table below is a listing of City-owned sites to be maintained.

Maintenance Areas		
Site	Address	Estimated Size
City Hall Grounds	125 East College Street	23,500 sq. ft.
Covina Public Library	234 North Second Avenue	27,500 sq. ft.
Police Station	444 North Citrus Avenue	10,000 sq. ft.
Grand Avenue Pump Station	Grand Avenue & East Hurst Street	8,050 sq. ft.
Holt Avenue Pump Station	1401 East Holt Avenue	1,000 sq. ft.
Charter Oak Water Reservoir	701 North Sunflower Avenue	80,000 sq. ft.
Cypress Water Reservoir	1051 East Cypress Street	32,000 sq. ft.
Forestdale Reservoir	285 North Forestdale Avenue	18,000 sq. ft.
Rancho La Merced Reservoir	2081 Rancho La Merced Drive	27,000 sq. ft.
Rancho Simi Reservoir	502 Rancho Simi Drive	58,000 sq. ft.
Roycove Water Reservoir	3001 North Roycove Drive	2,000 sq. ft.
Banna Park	Banna Avenue and Cypress Street	2 acres
Cougar Park	150 West Puente Street	1 acre
Covina Park	301 North Fourth Avenue	10 acres
Edna Park	220 West Edna Place	2 acres
Heritage Plaza Park	400 North Citrus Avenue	2 acres
Hollenbeck Park	1250 North Hollenbeck Avenue	10 acres
Kelby Park	815 North Barranca Avenue	6 acres
Wingate Park	735 North Glendora Avenue	17 acres
Heyler Baseball Field	1100 East Badillo Street	15,700 sq. ft.
Street Median – Badillo Street	Lark Ellen Avenue to Sunflower Avenue (center median, frontage road medians, and tree wells)	149,587 sq. ft.
Street Median – Grand Avenue	Southern City Limit to Arrow Highway	59,000 sq. ft.

Street Median – Azusa Avenue	Grovecenter Street to Arrow Highway	34,700 sq. ft.
Street Median – Rowland Ave.	Western City Limit to Citrus Street	21,524 sq. ft.
Street Median – Citrus Avenue	From RR Tracks to Cypress Street	14,000 sq. ft.
Street Median – Vincent Ave.	San Bernardino Road to Badillo Street	3,225 sq. ft.
Street Median – Workman St.	Barranca Avenue to Dead End on East Side	17,140 sq. ft.
Traffic Island – Glendora Ave.	Glendora Avenue/Wannamaker Drive Island	3,700 sq. ft.
Banna Wash	Glendora Avenue to Cypress Street/Bonnie Cove (trim access road landscape)	47,150 sq. ft.
Covina Hills Road	Grand Avenue to Heffner Hill Road (trim roadside landscape)	2,500 sq. ft.
Puente Street	Eastern City Limit to 1901 Puente Street (trim roadside landscape)	7,300 sq. ft.
Reeder Avenue	Old Badillo Street to Puente Street (trim roadside landscape)	8,000 sq. ft.
Rancho Grande Drive	East 1900 Block (trim roadside hedge)	6,500 sq. ft.
Wannamaker Drive	Wannamaker Drive/Dodsworth Avenue (trim dead end landscape)	275 sq. ft.
Landscape District Zone 1	Jalapa Park – Village Oaks Drive & Garvey Avenue North	2 acres
	Three Oaks Park – Center Court Drive & Village Oaks Drive	1 acre
Landscape District Zone 2	Entrances to Arrow Grand Circle off of Arrow Highway	800 sq. ft.
	North side of Cienega Street, between Grand Avenue and Barranca Avenue	74,000 sq. ft.
Landscape District Zone 5	Parkways on Azusa Avenue between Arrow Highway and Badillo Street	37,000 sq. ft.
Landscape District Zone 6	Parkways surrounding Dalton Place Development – Banna Avenue/Clover Place/Kidder Avenue	6,513 sq. ft.
Landscape District Zone 7	Citrus Avenue Street Medians – Between Covina Blvd. and Tudor Street	1,200 sq. ft.
Landscape District Zone 13 (future)	Parkways surrounding Covina Bowl Development – 1060 West San Bernardino Road	7,800 sq. ft.
Landscape District Zone 14 (future)	Parkways surrounding Zest Development – 707 North Barranca Street	700 sq. ft.
Parking Facilities	Metrolink Rail Station & Lot – 600 North Citrus Avenue	90,000 sq. ft.
	Metrolink Parking Structure – 559 North Citrus Avenue	198,000 sq. ft.

5.2 LITTER AND DEBRIS REMOVAL

Litter control and cleaning of the paved areas, planting areas, parks, medians and traffic islands shall be performed in sufficient frequency, but not less than weekly. Contractor shall be responsible for the off-site removal of all debris, green waste, trash, and other materials resulting from all maintenance operations. Onsite trash receptacles intended for facility and/or public use shall not be used by the Contractor. Refuse material may be delivered by Contractor to the City's Public Works Maintenance Yard for disposal. Green waste material shall be recycled by Contractor.

The Contractor shall remove all debris and litter from around the base of trees, planting areas, raised planters and pots, roses and turf areas every time each site is maintained. All plant clippings shall be collected after each mowing or trimming operation, and recycled or beneficially reused.

At no time shall the Contractor blow grass cuttings/debris into public streets, trails, or gutters without promptly removing the cuttings and/or debris and disposing of it off-site. At no time shall the contractor blow grass cuttings/debris into storm drains or catch basins. All walkways shall be kept clean and clear of debris and weed growth between cracks. Contractor will keep paved areas free of algae where constant runoff occurs.

Contractor shall also be responsible for removing all litter, beverage containers, paper, plastic, cardboard, pet waste, fallen branches, tree leaves, flyers, decorations, and advertisements from all maintained areas. Such material may be delivered to the City's Public Works Maintenance Yard for disposal.

5.3 SWEEPING

All hardscapes located within the maintained areas shall be cleaned and swept regularly. Cleaning and sweeping includes the removal of foreign objects, gum and broken glass. Any cracks, crevices, or deterioration discovered during sweeping that may cause a safety hazard shall be reported to the City Representative by the end of the work day in which the hazard was observed.

5.4 GRAFFITI

Contractor will not be responsible for graffiti abatement. However, Contractor shall inspect all hardscape, masonry, wood, and metal surfaces, as well as playground equipment, picnic tables and benches for graffiti. Any incidents of graffiti discovered by Contractor shall be reported to the City Representative by the end of the work day in which it was observed.

5.5 USE OF CHEMICALS

Established State and County regulations, restrictions, and safety precautions relative to the purchase and use of landscape chemicals must be observed by Contractor. Contractor must also adhere to the City's Integrated Pest Management requirements.

Obtaining permits for use of pesticides is the responsibility of the Contractor and shall be secured from the Los Angeles County Agricultural Commissioner. This permit shall be retained in the Contractor's file and a copy provided to the City Representative. Chemicals shall only be applied under the supervision of persons possessing a valid Applicator's Certificate.

Contractor shall submit a list of all chemical herbicides and pesticides proposed for use under this contract for approval by the City. The list shall be submitted to the City Representative within thirty (30) days of contract award. Materials included on this list shall be limited to chemicals approved by the State of California Department of Agriculture and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendation of a Licensed Pest Control Advisor who is registered in Los Angeles County.

Chemicals shall be applied to limit drift to six inches (6"). When applying pre and post emergence and turf broadleaf herbicides, indicator dye must be used in the tank mix.

Contractor shall be responsible for posting all required notices informing the public of the chemical application. All notices shall be in accordance with Chemical Product Labels and Department of Agriculture Regulations.

A chemical application schedule will be established and submitted to the City Representative for review and approval. The City Representative may alter the schedule in consideration of any community programs or services that take place in City parks. A monthly report shall be submitted by Contractor and shall include a statement of all applications of herbicides and pesticides detailing the chemical used, quantity, rate of application, area in which used and the purpose of the application.

5.6 TURF MOWING

Mowing shall be done weekly from April through October, and every other week from November through March. Turf shall be maintained at a minimum height of two inches (2") during warm season, and one and a half inches (1.5") during cool season. Mowing shall occur on the same day each week. All mowing missed due to inclement weather or City events shall be rescheduled and completed within two (2) workdays. If inclement weather persists in excess of two consecutive days in any given week, the City Representative will determine an alternative mowing schedule for that week.

Clippings shall not be captured and removed from lawn unless they are unsightly or have the potential to run off onto adjacent ground. After mowing is completed, all adjacent hardscape areas are to be cleaned immediately.

Mowing equipment shall be operated at a reduced speed in order to ensure the safety of patrons utilizing public facilities. Operating speed shall never exceed ten (10) miles per hour.

5.7 TURF EDGING

All turf grass borders shall be neatly and uniformly edged or trimmed concurrently with every mowing. This shall apply to the edge of grass along sidewalks, curbs, shrub and flowerbeds, driveways, other hardscape, and walls. Additionally, the edge of the turf shall be trimmed around sprinkler heads, valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical or hand methods. After edging is completed, all adjacent hardscape areas are to be cleaned immediately.

5.8 TURF AERATION

Frequency of turf aeration shall be twice per year, on a schedule agreed upon by Contractor and City. The Contractor shall aerify the turf with a hollow core tine aerifier. The contractor shall remove debris generated by aerifying the turf and shall break up all plugs and work them into the soil.

5.9 OVERSEEDING

All turf areas shall be reseeded as directed by the City Representative, in order to improve density or repair bare areas. Overseeding shall occur at a time of year that is most suitable for the grass type. All areas to be reseeded shall be verticut to remove all thatch and to provide a rough seedbed suitable for seeding. Once the seed has been applied, seed will be covered with finish mulch (or an alternative topping approved by the City Representative) to prevent erosion. Mulch will be provided by the City. Contractor will be required to request an adjustment to the irrigation schedule in order to ensure adequate moisture to guarantee 100% germination. When requesting an adjustment to the irrigation schedule, Contractor will take into consideration all local and State water conservation guidelines and prevent water waste.

5.10 FERTILIZING TURF

A fertilization schedule will be established and submitted to the City Representative for review and approval. Fertilization of turf areas shall occur up to three (3) times per year, in order to maintain the turf in an actively growing and healthy condition. All areas fertilized shall be thoroughly soaked with water immediately after the fertilizer is broadcast. Per applicable BMPs, fertilizer may not be applied prior to a wet weather event.

5.11 FERTILIZING SHRUBS, GROUND COVERS, ROSES, AND FLOWER BEDS

A fertilization schedule will be established and submitted to the City Representative for review and approval. Fertilization shall occur up to three (3) times per year. The schedule should indicate the type and quantity of fertilizer required for each type of plant material, both new and mature. The appropriate level of irrigation shall be applied after the fertilizer is broadcast. Per applicable BMPs, fertilizer may not be applied prior to a wet weather event.

5.12 TREE WELL MAINTENANCE

Contractor shall create and maintain tree wells for all trees planted in turf, planters, parkways, medians, and traffic islands. Contractor shall clear all vegetation around tree trunks and maintain a mulch depth of at least three inches (3"). Mulch will be provided by the City. Vegetation shall be cleared according to the following specifications:

- Trees located in turfs and parkways – clear a three foot (3') diameter from trunk
- Trees located in planters, medians, and traffic islands – clear a one foot (1') diameter from trunk

5.13 TREE MAINTENANCE

All tree pruning, trimming, pesticide treatments, removals, and new plantings will be performed by the City's tree maintenance contractor (except for the areas identified in sections 5.26 and 5.27). However, Contractor shall include in its weekly maintenance inspection checklist any tree that shows signs of root heaving, leaning, hanger limbs, or other hazards.

5.14 VINE MAINTENANCE

Vines are to be trimmed closely to the wall or fence onto which they are attached. Vines that are not already growing over the top of a wall/fence shall not be allowed to grow over the top. During trimming, Contractor shall not allow clippings to fall onto the opposite side of the wall/fence or onto adjacent properties.

5.15 MAINTENANCE OF PLANTERS

All landscaped planting areas shall be pruned regularly, and plants shall not encroach upon sidewalks, walls, medians, curbs, or other permanent improvements. Plant material shall at all times be free of dead wood, suckers, and diseased, insect infested, or damaged limbs. There shall be no rounding or squaring off of plant material. Blooms shall be pruned off as blooms fade. Plant material shall be pruned so that all traffic control signs and railroad crossings are clearly visible to approaching vehicles.

Ivy ground cover shall be kept trimmed at a minimum of one foot (1') away from shrubs and tree trunks at all times.

All drought tolerant plantings, including ground covers, in medians and landscaped areas shall be pruned to maintain a natural shape and appearance. All drought tolerant plants shall be selectively hand pruned to reduce the height and width of the plants and to remove all spent stalks and flowers.

All roses shall be pruned during the month of February to the height of sixteen to eighteen inches (16" to 18"). Pruning shall include the removal of dead wood and spindly shoots. The

method of pruning shall be sufficient and proper in technique to promote a new season of blooms. The use of power shears is not permitted when pruning roses.

When dealing with diseased plants, pruning tools shall be disinfected as prescribed for the disease involved.

5.16 MAINTENANCE OF MEDIANS

Plants in median and traffic islands shall be controlled for vehicle and pedestrian safety by keeping them behind curbs, and the maximum height of all shrubs and ground covers shall be approximately two and a half feet (2.5') above the roadway. Plants and trees shall not create any line of sight issues on City roads. Mulch on the inside curb trench of a median shall be kept slightly below the height of the median curb, in order to prevent mulch from spilling onto the roadway. Medians shall be free of dead plant material, weeds, and debris. Due to traffic safety concerns and high visibility to the public, all medians shall be maintained to the desired appearance of the City Representative at all times.

5.17 DETHATCHING

Dethatching will occur once per year, on a schedule agreed upon by Contractor and City. Dethatching shall be accomplished by the use of a dethatching implement or vertical mower machine. All thatch and debris shall be collected and disposed of off-site or pulverized prior to the end of each work day.

5.18 WEED CONTROL

A regular program of pre-emergent chemical application shall be used to control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary. Chemical control of broadleaf weeds shall be employed as often as necessary to maintain turf areas in a "weed free" condition. All planters, buffer zones, sidewalks, walkways, driveways, walking trails, medians, traffic islands, and tree wells within the maintained areas shall be kept weed free at all times. Weeds and grass growing in and around sidewalks, curbs, and gutters adjacent to the maintained areas shall also be removed.

Any application of chemicals shall be performed in accordance with Section 5.7.

5.19 MULCHING

Contractor shall cultivate around all plant material sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches. Contractor shall be responsible for maintaining a mulch depth of no less than three inches (3") in all bare soil areas within shrub beds and tree wells. Mulch will be provided by the City.

5.20 PLANT AND TURF REPLACEMENT

Plants or turf that are in a state of decline or are dead shall be identified on the weekly maintenance inspection checklist. Replacement plants or turf shall be purchased by the City, unless the loss was due to negligence of the Contractor. Installation of replacement plants or turf shall be performed by Contractor as needed and as directed by the City.

5.21 PICNIC AREA MAINTENANCE

Contractor shall maintain all park picnic areas. On a daily basis, picnic tables, slabs, benches, cooking grills, sinks, and trash receptacles shall be cleaned and sanitized to ensure safe conditions for use by the public. Ashes, partially burned charcoal, litter, and leftover food in and around picnic areas shall be removed daily.

Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness, and general need for repair. Observations in need of attention shall be included on the weekly maintenance inspection checklist.

5.22 PARK TRASH CONTAINERS

Contractor shall empty all trash containers located within City parks each Monday and replace liners. Prior to replacement of the plastic liners, each trash container shall be inspected for debris and offensive odors, then cleaned and sanitized as needed. If insect infestations are noted, pest control measures shall be undertaken by the Contractor. Trash shall be deposited in on-site dumpsters. If on-site dumpsters do not exist, refuse should be disposed off-site as described in Section 5.2. Liners shall be provided by Contractor. Contractor is to use liners that are adequately sized for the park trash containers. These provisions are applicable to the following City parks:

- Banna Park – Banna Avenue and Cypress Street
- Cougar Park – 150 West Puente Street
- Covina Park – 301 North Fourth Avenue
- Edna Park – 220 West Edna Place
- Heritage Plaza Park – 400 North Citrus Avenue
- Hollenbeck Park – 1250 North Hollenbeck Avenue
- Wingate Park – 735 North Glendora Avenue
- Kelby Park - 815 North Barranca Avenue

5.23 DRINKING FOUNTAIN MAINTENANCE

Public drinking fountains shall be cleaned, sanitized, dried, free of hard water deposits, and polished on a weekly basis. Contractor shall perform minor repairs as needed, such as clearing clogged drains or tightening fixtures to stop leaks. For fixtures found to be leaking and not immediately repairable, the water valve shall be turned off by Contractor, and the leak shall be included on the weekly maintenance inspection checklist. The City shall be responsible for major repairs or replacement of drinking fountains and fixtures.

5.24 SPORTS FIELD

Contractor shall provide inspection and maintenance for one (1) baseball field. Only the brickdust baseball diamond, team area, and spectator area shall be maintained by Contractor. All surrounding grass areas will not be the responsibility of Contractor.

Contractor shall inspect the baseball field on a daily basis, Monday through Friday, and report any potential hazards to the City Representative by the end of the work day in which the hazard was observed.

Contractor shall also remove litter and empty all trash containers on a daily basis, Monday through Friday. Prior to replacement of the plastic liners, each trash container shall be inspected for debris and offensive odors, then cleaned and sanitized as needed. If insect infestations are noted, pest control measures shall be undertaken by the Contractor. Liners shall be provided by Contractor. Refuse should be disposed off-site as described in Section 5.2.

All weeds within the brickdust area shall be removed as needed.

At least once every three months, drag loose brickdust from high spots back into low spots or worn areas in order to create a level playing surface. Pay special attention to and correct loose brickdust on base running paths, sliding zones, bases, pitcher's mound, and turf edges. Fill remaining low spots with new brickdust and water sufficiently. Allow surface to settle before play on field resumes. Brickdust will be provided by the City.

These provisions are applicable to the following baseball field:

- Heyler Baseball Field – 1100 East Badillo Street

5.25 CITY HALL FEATURES

City Hall is located at 125 East College Street. A decorative water feature exists in the City Hall courtyard. Contractor will notify City Representative immediately if the fountain is shut off or if incidents of vandalism have occurred.

All City Hall exterior light fixtures, bollards, and glass are to be wiped and cleaned weekly.

5.26 CITY-OWNED PARKING LOTS

Contractor shall trim all trees located within select parking lots once per month. Contractor shall maintain all paved areas free of litter and debris. Contractor shall also empty all trash containers located within the parking lots as needed and replace liners. Prior to replacement of the plastic liners, each trash container shall be inspected for debris and offensive odors, then cleaned and sanitized as needed. If insect infestations are noted, pest control measures shall be undertaken by the Contractor. Liners shall be provided by Contractor. Contractor is to use

liners that are adequately sized for the trash containers. Trash shall be deposited in on-site dumpsters. If on-site dumpsters do not exist, refuse should be disposed off-site as described in Section 5.2. These provisions are applicable to the following parking lots:

- Metrolink Rail Station & Lot – 600 North Citrus Avenue
- Metrolink Parking Structure – 559 North Citrus Avenue

5.27 WATER UTILITY FACILITIES

Contractor shall provide maintenance for the City’s water utility facilities once per month. Trees and shrubs shall be trimmed, grass shall be mowed, brush shall be cleared from hillsides for fire prevention, and paved areas shall be swept or blown. These provisions are applicable to the following water utility facilities:

- Grand Avenue Pump Station – Grand Avenue & East Hurst Street
- Holt Avenue Pump Station – 1401 East Holt Avenue
- Charter Oak Water Reservoir – 701 North Sunflower Avenue
- Cypress Water Reservoir – 1051 East Cypress Street
- Forestdale Reservoir – 285 North Forestdale Avenue
- Rancho La Merced Reservoir – 2081 Rancho La Merced Drive
- Rancho Simi Reservoir – 502 Rancho Simi Drive
- Roycove Water Reservoir – 3001 North Roycove Drive

5.28 MISCELLANEOUS AREAS

Contractor shall clear any brush, weeds, and debris from select miscellaneous areas. Contractor shall also trim trees and remove all lower branches to a height of thirteen feet (13’). Such maintenance shall occur two (2) times per year, on a schedule agreed upon by Contractor and City. These provisions are applicable to the following miscellaneous areas:

- Banna Wash – Glendora Avenue to Cypress Street
- Covina Hills Road – Grand Avenue to Heffner Hill Road
- Puente Street – City Limit to 1901 Puente Street
- Reeder Avenue – Old Badillo Street to Puente Street
- Rancho Grande Drive – East 1900 Block
- Wannamaker Drive/Dodsworth Avenue – Dead End

EXHIBIT C
CALIFORNIA LABOR CODE COMPLIANCE

CALIFORNIA LABOR CODE COMPLIANCE
(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Consultant agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Consultant shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.
3. Consultant shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Consultant’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant 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 Agreement.”

Date _____ Signature _____