



REQUEST FOR PROPOSAL (RFP) NO. 16-464

FOR

**WATER EFFICIENT LANDSCAPE DESIGNS
FOR SINGLE FAMILY HOMES**

**CITY OF NORWALK
CDBG DIVISION
12700 NORWALK BLVD., ROOM 12
NORWALK, CA 90650**

**RFP RELEASE: MONDAY, JUNE 22, 2015
SUBMISSION OF QUESTIONS: MONDAY, JULY 6, 2015
PROPOSAL DUE: MONDAY, JULY 20, 2015**

TABLE OF CONTENTS

<u>Section</u>	<u>Page(s)</u>
NOTIFICATION TO PROPOSERS	3
COVER LETTER	4
ESTIMATED SCHEDULE OF EVENTS	6
PROPOSAL SUBMISSION CHECKLIST	7
SECTION 1 - INSTRUCTIONS TO PROPOSERS	8
SECTION 2 - GENERAL TERMS AND CONDITIONS	15
SECTION 3 - SCOPE OF WORK	23
SECTION 4 – SAMPLE SINGLE FAMILY HOME LOTS	25
SECTION 5 – CITY OF NORWALK LANDSCAPE ORDINANCE	29
SECTION 6 - FORM OF CONTRACT (SAMPLE)	40
SECTION 7 - FORMS AND CERTIFICATIONS	47
Letter of Transmittal	
Exhibit A - Scope of Work	
Exhibit B - Price Sheet	
Exhibit C - Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	
Exhibit D – References & Samples	
Exhibit E - Certification of Non-Collusion	
Exhibit F – Section 3 Certification (if applicable)	
Exhibit G –Minority/Women Owned Business Certification (if applicable)	

NOTIFICATION TO PROPOSERS

The City of Norwalk invites prospective Proposers to compete for the opportunity to provide the Community Development Department, a department of the City of Norwalk, water efficient landscape designs for single family homes in the City of Norwalk. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal (“RFP”) attached hereto.

Qualified proposers must hold a professional license to practice landscape architecture in the State of California. The license must be current and in good standing. Comments regarding this RFP provided by any other department, employee, or City of Norwalk office other than the CDBG Division shall not be considered valid and the City will not be bound by any such comments or responses. All comments or questions to this RFP must be submitted in writing.

The City of Norwalk reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received and to be the sole judge of the merits of the respective proposals received.

DATE: JUNE 22, 2015
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 16-464
TITLE: WATER EFFICIENT LANDSCAPE DESIGNS FOR SINGLE FAMILY HOMES

The City of Norwalk ("City") invites Proposals from licensed and experienced Landscape Architects ("Proposers") to provide the Community Development Department, a department of the City of Norwalk, with water efficient landscape designs for single family homes.

The term of the proposed Agreement shall be for one year.

All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Only substantive inquiries will receive a response. Responses will be in writing and will be provided to all prospective Proposers and placed on the City of Norwalk website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Norwalk department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

All inquiries and comments concerning this RFP are due on Monday, July 6, 2015, no later than 3:00 p.m. and shall be submitted by email to kmaithonis@norwalkca.gov

Proposals must be in writing and must be received by the City of Norwalk, CDBG Division by 11:00 a.m., on Monday, July 20, 2015 via U.S. Mail, FedEx, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Proposers are responsible for having Proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Proposers responding to this RFP must submit the original and three (3) copies of their proposal clearly marked as follows:

*City of Norwalk CDBG Division
12700 Norwalk Blvd., Room 12, Norwalk, CA 90650
"RFP NO. 16-464, WATER EFFICIENT LANDSCAPE DESIGNS
FOR SINGLE FAMILY HOMES"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Proposals must contain an original signature by an authorized officer of the company.

The City of Norwalk reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective proposal received.

The City of Norwalk is an Equal Opportunity and Affirmative Action Employer. Minority and women-owned firms are encouraged to submit proposals.

This program/project is federally funded in whole or in part by the Community Development Block Grant and all requirements of the Title 24 of the Code of Federal Regulations apply including Section 3, Part 135. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

For more information on Section 3, visit the U.S. Department of Housing and Urban Development http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3

ESTIMATED SCHEDULE OF EVENTS

- | | |
|-------------------------------|--------------------------------------|
| 1. Monday, June 22, 2015 | REQUEST FOR PROPOSAL (RFP) RELEASE |
| 2. Monday, July 6, 2015 | LAST DAY FOR SUBMISSION OF QUESTIONS |
| 3. Monday, July 9, 2015 | RESPONSE TO QUESTIONS |
| 4. Monday, July 20, 2015 | PROPOSAL DUE DATE |
| 5. Week of August 3, 2015* | INTERVIEWS WITH SHORT-LIST PROPOSERS |
| 6. Thursday, August 20, 2015* | CONTRACT EXECUTION |
| 7. Monday, August 24, 2015* | FIRST DAY OF SERVICE |

* *Tentative Dates*

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the original and three (3) copies of the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Source / Section	Proposer shall initial here
1	Letter of Transmittal	IP.8	
2	Proposal Narrative	IP.1	
3	Licensing, Permits and Taxes	IP.11	
4	Price Sheet	IP.17	
5	Insurance – Statement by Proposer	GC.18	
6	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit C	
7	References, Samples of designs, and pictures of completed projects.	Exhibit D	
8	Certification of Non-Collusion	Exhibit E	
	OPTIONAL ITEMS		
11	Section 3 Business Certification	Exhibit F	
12	Minority/Women Owned Business Certification	Exhibit G	
13	Requests for exceptions or deviations.	IP.1	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	
Landscape Architect License No.	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

IP.1 PROPOSAL FORMAT, NARRATIVE AND SUBMITTAL

Proposals must be received at the City of Norwalk CDBG Division by 11:00 a.m. on Monday, July 20, 2015, via U.S. Mail, FedEx, UPS or courier or in person. The proposal must be clearly marked "Proposal No. 16-464". Hard copy (printed) submittal of the Proposal documents is required. Respondents to this RFP must submit the original and three (3) copies of their Proposal to:

*City of Norwalk CDBG Division
Room 12, 12700 Norwalk Blvd., Norwalk, CA 90650
RFP No. 16-464 "WATER EFFICIENT LANDSCAPE DESIGNS FOR
SINGLE FAMILY HOMES"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Proposals must contain an original signature by an authorized officer of the company.

Proposals received after the above listed date and time will not be considered, regardless of postmark. Proposals shall be time stamped when received and will be accepted up to and no later than the time indicated than the time indicated in this RFP. The Proposer assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Proposers assume responsibility for having Proposals deposited on time at the place specified.

Proposals shall not include a photocopy of the following:

- 'INSTRUCTIONS TO PROPOSERS' [Section 1],
- 'GENERAL TERMS AND CONDITIONS' [Section 2],
- 'SCOPE OF WORK' [Section 3],
- 'SAMPLE SINGLE FAMILY HOME LOTS' [Section 4],
- 'CITY OF NORWALK LANDSCAPE ORDINANCE [Section 5], and
- 'FORM OF CONTRACT (SAMPLE)' [Section 6] of this RFP.

Proposals shall be typed, single-spaced and submitted on 8½"x11" paper. The proposal narrative should include the following:

1. A description of your experience and qualifications, number of years in the trade, types of projects completed, knowledge and training concerning water efficient landscapes, experience working with public agencies, awards, etc. List staff, if any, and their qualifications.
2. Proposed time frame for completion: Include an estimate of the number of days to develop draft landscape plans (per scope of work) and the number of days to complete final plans after City staff has provided comments.
3. Approach that would be applied to this project taking into consideration compatibility of plans with the neighborhoods; plant identification meeting the components listed in the scope of work; adaptability of the designs; and consumer friendly presentation of final work product.

Proposals shall not include any unnecessarily elaborate or promotional material. However, proposers should include at least three samples of their work on water efficient landscape designs for residential properties and website location where the evaluation committee may view pictures of completed projects. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Norwalk. It shall be the right of the City of Norwalk to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming Proposals may choose to submit alternate Proposals as complete and separate offers, if the alternate Proposal offers technical or other improvements or modifications, which are to the overall benefit to the City of Norwalk and its passengers. Any and all alternate Proposals must be submitted in writing and included with the original Proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

- Request for Proposal (RFP)
- Addenda to RFP
- Supplements to RFP
- All other required forms

IP.2 EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed of all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

IP.3 ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to

or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

IP.4 CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the RFP.

All questions, clarifications or comments must be submitted to Kristin Maithonis at kmaithonis@norwalkca.gov no later than 3:00 p.m., Monday, July 6, 2015. No questions will be answered individually by the Community Development Department or other City staff.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for RFP No. 16-464". Questions must be emailed to kmaithonis@norwalkca.gov. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated in writing to all recipients of this RFP. Every attempt will be made to provide responses to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

- Section
- Paragraph number
- Page number
- Text of passage being questioned
- Question

IP.5 ERRORS IN PROPOSALS

All Proposers are responsible for errors and omissions in their Proposals. No consideration will be given by the City to allow Proposals to be withdrawn once a Proposal has been opened. Any errors and omissions will not serve to diminish the Proposer's obligations to the City.

IP.6 WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

IP.7 REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the Proposal. Refer to Exhibit D.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

IP.8 PROPOSAL SIGNATURES

If an individual makes the Proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Proposal. Certified letter is to be included in the Proposal accompanied with the Letter of Transmittal.

IP.9 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this request.
- Submitting that Proposal to the City.
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

IP.10 CITY OF NORWALK RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of the City is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

IP.11 LICENSING, PERMITS AND TAXES

Qualified proposers must hold a professional license to practice landscape architecture as defined under the California Business and Professions Code (BPC) Section 5615. The license must be active and in good standing. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

IP.12 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards, and ordinances, regardless, of whether or not they are referred to in the RFP.

IP.13 CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

IP.14 JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-subcontractor basis rather than as a joint venture. City of Norwalk intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

IP.15 COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of contract. All sub-contractors of successful Proposer shall abide by all the requirements set forth in this section.

IP.16 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IP.17 PRICE SHEET

Fixed and hourly rates are to be inclusive of all the Proposer's costs, including, but not limited to, meetings, insurance, licenses, materials, travel, staff and overhead. Proposers are to provide a fixed price for the Scope of Work, specifications 2A – 2C. A fixed or hourly rate may be used for each individual item described in 2D of the Scope of Work. If an hourly rate is used, an estimate of the number of hours should also be included. Successful Proposer Price Sheet shall be incorporated into the executed agreement and referenced as Exhibit B.

IP.18 PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days prior to the Proposal due date; or within five (5) days after proposal opening.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation.

IP.19 INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

IP.20 AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFP's.

An Evaluation Committee comprised of City of Norwalk staff and/or outside agency representatives in accordance with the Proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP will evaluate all the proposals. During the evaluation period, the

City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, will be made by the City within ninety (90) calendar days after the opening of the Proposals.

IP.21 PROPOSAL EVALUATION CRITERIA

The contract resulting from this RFP will be awarded to the most responsive and responsible Proposer whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City of Norwalk.

The successful Proposer is deemed to be a responsible contractor possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract.

The proposal shall contain a complete response to each of the areas identified below, in the order shown. Proposers should review the requirements listed under each area in providing their responses.

- 1. Experience and Qualifications of Contractor: **50%****

 - i) Relevant experience and ability to perform the required services as it relates to water efficient landscape designs for single family homes; detailed information and samples regarding similar work performed, and reliability of services.
 - ii) Ability to comply with all requirements within RFP.
 - iii) References and quality of samples.

- 2. Proposed Scope of Work **30%****

 - i) Responsiveness and thoroughness of proposal as it relates to the City's needs.
 - ii) Appropriateness of approach.
 - iii) Comprehensive presentation of submitted proposal; clarity of format
 - iv) The proposer's production timeline and capacity to perform the work within the time limitations, considering the firm's current and planned workload.

3. Cost Effectiveness:

20%

Reasonableness of the cost of services proposed and competitiveness of this amount with other offers received.

SECTION 2 – GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement	The Contract to be negotiated and entered into by the City and the successful Proposer for the work described in this RFP.
Proposer/Vendor/Contactor Consultant	Any manufacturer, firm, company or agency providing services, equipment, software, or supplies for this RFP.
Change	Additions, deletions or other revisions to the Work within the general scope of the contract. The City through issuance of a modification must direct a change.
City	The City of Norwalk, a municipal corporation.
Contract	The written agreement executed by the City and the successful Proposer which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.
Days	Calendar days unless specifically noted otherwise.
Defect	Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
RFP	Request for Proposal
Notice to Proceed	Purchase Order issued from the City to the successful Proposer specifying the date on which the Work under the Contract is to be initiated.
Proposer	Proposer or Contractor or Consultant
Special Provisions	Contract Document containing requirements that modify or supplement the General Terms and Conditions.
Specifications	Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the

Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," Statement of Work" or "Scope of Work" or "Scope of Services".

Work

Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Proposer to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

GC.2 ASSIGNMENT AND SUBCONTRACTORS

Neither this RFP nor any interest herein nor claim hereunder may be assigned by successful Proposer either voluntarily or by operation of law, nor may all or part of this RFP or subsequent agreement be subcontracted by successful Proposer, without the prior written consent of the City of Norwalk. Consent by the City shall not be deemed to relieve successful Proposer of obligations to comply fully with the requirements hereof.

GC.3 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Proposer prior to commencement of any work.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Proposer has knowledge that any actual or potential labor dispute may delay the award of this RFP, Proposer shall immediately notify and submit all relevant information to the City of Norwalk. Proposer shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Proposer shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or it's designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Proposer mails or otherwise furnishes a written appeal to the City of Norwalk City Manager. In connection with any such appeal, the successful Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Proposer and the successful Proposer shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the City Manager, successful Proposer shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees,

agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Proposer arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court for Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Proposer shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.6 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Proposer shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP/RFP at the F.O.B. point specified herein, and upon such delivery Proposer's responsibility for loss or damage shall cease, except for loss or damage resulting from Proposer's negligence.

GC.7 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Proposer to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.8 INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached herein as Exhibit C. Successful Proposer's covenant under this Section and Exhibit C shall survive the expiration or termination of the awarded Agreement.

GC.9 INTEREST OF MEMBERS OF THE CITY

The successful Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Proposer further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Proposer.

GC.10 TERMINATION FOR DEFAULT

Upon failure of the successful Proposer to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Proposer at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Proposer shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Proposer liquidated damages.

GC.11 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Proposer is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

GC.12 TERMINATION FOR CONVENIENCE

The performance of work under the Agreement may be terminated by the City in accordance with this section in whole or in part, whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the successful Proposer of a written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Upon receipt of the notice of termination, and except as otherwise directed by the City, the successful Proposer shall: (1) stop work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title and interest of the successful Proposer under the orders and subcontracts so terminated in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts to the extent, if any, directed by the City the fabricated or unfabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the City; (6) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) authorized by the City, any property of the types referred to above, provided, however, that the successful Proposer shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City and, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the successful Proposer under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such a manner as the City may direct; (7) complete performance of such part of the work as shall

not have been terminated by the notice of termination; (8) take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the successful Proposer and in which the City has or may acquire an interest. Payments by the City to the successful Proposer shall be made for all services completed and/or delivered up to and including the effective date of termination but not thereafter. Except as otherwise provided, settlement of claims by the successful Proposer under this termination section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended.

GC.13 FORCE MAJEURE

The successful Proposer shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Proposer. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

GC.14 EXCESS REPROCUREMENT LIABILITY

Proposer shall be liable to the City of Norwalk for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by the Proposer hereunder, should Proposer fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprourement expense obligation by Proposer shall be limited to the excess over the price specified herein for such items or services.

GC.15 LOCATION

The City will provide information about the common lot sizes and housing styles found in the City. The Proposer is strongly encouraged to conduct their own field work to determine the compatibility of proposed designs with the common lot sizes, architectural styles, and characteristics of existing neighborhoods in Norwalk. The design work will be performed at the Proposers own location.

GC.16 METHOD OF PAYMENT

The successful Proposer shall invoice the City within 15 days of City approval of the final landscape designs or other authorized work requested by the City. City shall review the invoices and notify the Proposer in writing within ten (10) business days of any disputed amounts. City shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation.

GC.17 NON-RESTRICTIVE CLAUSES

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Proposer, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

Requests for "or approved equal", clarification of the specifications, and complaints on specifications must be received by the City, in writing, not less than fourteen (14) full days before the Proposal opening date. Any request for an approved equal or complaint

concerning the equipment or material specifications must be fully supported with technical data, test results, or other pertinent facts as evidence that the substitute offered is equal to or better than the specification requirement.

Time limitations in this section must be complied with strictly and in no case will an extension of time for performance of this contract be granted because of Contractors failure to request a substitution of an alternative item at the times and manner set forth herein. Furthermore, if a proposed substitution is rejected, Proposer shall be responsible to provide the item or product or work as originally specified at no additional cost to the City. The City has the complete and sole discretion to determine if an item or article is an equal item.

GC.18 INSURANCE

Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best Insurance Rating Guide, and approved by City, a policy of (1) professional liability (errors and omissions) insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000) per occurrence and (2) workers' compensation insurance with a minimum limit of One Million Dollars (\$1,000,000) or the amount required by law, whichever is greater. If Proposer is a sole proprietor, a workers' compensation insurance waiver will be accepted in lieu of workers' compensation insurance.

City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of successful Proposer's performance of work under the executed Agreement.

Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against City and its officials, officers, employees, agents and representatives; (2) except for the workers' compensation policy, the policies are primary and non-contributing with any insurance that may be carried by City; and (3) the policies may not be canceled or materially changed except after thirty (30) calendar days' prior written notice by insurer to City, unless canceled for non-payment, then ten (10) calendar days' notice shall be given.

All insurance coverages shall be confirmed by execution of endorsements required under this Section. Successful Proposer shall file the endorsements with City on or before the date of commencement of work pursuant to the executed Agreement, and thereafter maintain current endorsements on file with City. The endorsements are subject to City's approval. Successful Proposer shall not cancel, reduce or otherwise modify the insurance policies required by this Section.

GC.19 CERTIFICATE OF NON-COLLUSION

Proposer's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal or any other person, firm or corporation to refrain from proposing,

and that the Proposer has not in any manner sought by collusion to secure to the Proposer or another Proposer an advantage over any other Proposer. Refer to Exhibit E.

GC.20 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Proposer against patent or copyright infringement, statutory or otherwise, it is agreed that successful Proposer shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use of sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and successful Proposer shall pay all costs and damages finally awarded in any such suit or claim. Provided that successful Proposer is promptly notified in writing of the suit or claim and given authority, information and assistance at the Proposer expense of same.

However, the successful Proposer will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Proposer when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Proposer shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Proposer shall not be obligated to indemnify the City under any settlement made without the Proposer's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Proposer's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Proposer, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.21 CONFLICTS OF INTEREST

Each Proposer represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Proposer shall further covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Proposer further covenants and warrants that successful Proposer and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to the performance of services contemplated by this RFP, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of the Contract, successful Proposer and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom successful Proposer is not currently performing work that would require successful Proposer or one of its officers, employees, associates or subconsultants to abstain from a decision under the Contract pursuant to a conflict of interest statute.

GC.22 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents will be:

The Agreement and any written amendment thereto

Special Provisions
General Conditions
Technical Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.23 CHANGES

The City may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for the City in accordance with the drawings, designs, or specifications.
2. Method of delivery or packing.
3. Place of delivery.

If any such change causes an increase or decrease in the cost of, causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Project Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Project Manager decides that the facts justify it, the Project Manager may receive and act upon a change proposal submitted before final payment of the contract.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Project Manager shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

SECTION 3 – SCOPE OF WORK

1. **Background.** The City of Norwalk, herein referred to as “NORWALK”, has received numerous inquiries from residents requesting sample landscape designs or information to assist in installing water efficient/drought tolerant landscapes in response to California’s historic drought and the State’s water use restrictions. NORWALK desires to engage the services of a landscape architect with experience planning water efficient residential landscapes to provide six design concepts that may be shared with the public on the City’s website and through printed materials at City facilities.

2. **Specifications.** The goal of the landscape designs is to provide residents with an easy to implement and maintain landscape guide to reduce outdoor water consumption. A total of six unique landscape designs are to be provided to NORWALK by the Contractor. Each final and approved landscape design must be in color and provided to NORWALK in PDF format.

A. Each landscape design must include the following components:

- i. Planting plan in color for the front, rear, and side yards and parkway area. The planting plan should include a legend identifying the types of plants and materials (tree, groundcover, permeable paving, shrubs, etc), botanical names, common names, quantities, sizes, and spacing.
- ii. Color images and care instructions for each plant identified in the planting plan.
- iii. Irrigation plan in color with legend identifying irrigation parts and images of the irrigation parts.
- iv. Irrigation instructions.

For an example, see the Los Angeles Department of Water & Power website at <https://www.ladwp.com/cs/groups/ladwp/documents/document/mdaw/ndez/~edisp/pladwpccb413308.pdf>

B. The six landscape designs should reflect the following lot types and lifestyle characteristics:

- i. Two designs for a mid-block home (see Section 4 for a sample lot):
 - One design for an active family with some turf grass and other suitable play surfaces in the rear yard; and
 - One design for an empty nester with no turf grass.
- ii. Two designs for a corner home (see Section 4):
 - One design for an active family with some turf grass and other suitable play surfaces in the rear yard; and
 - One design for an empty nester with no turf grass.
- iii. Two designs for a cul-de-sac home (see Section 4):
 - One design for an active family with some turf grass and other suitable play surfaces in the rear yard; and
 - One design for an empty nester with no turf grass.

C. The following elements must be considered in preparation of the designs:

Each landscape design must:

- i. Comply with landscape requirements specified in NORWALK's Ordinance (see Section 5);
- ii. Meet requirements for the turf removal rebate program offered by the Metropolitan Water District of Southern California. For the active family design, design should be flexible to allow residents to substitute artificial grass for turf grass depending upon each individual's preference and desire to qualify for the rebate program. For information, visit www.socalwatersmart.com;
- iii. Contain low cost plants and sizes that are commonly available at local nurseries and home improvement centers;
- iv. Predominantly feature water conserving plant and turf species, drought tolerant plants and native species compatible with Norwalk's climate;
- v. Provide low maintenance, easy to care for materials and plants;
- vi. Techniques to minimize water run-off;
- vii. Enhance and beautify existing homes and neighborhoods;
- viii. Grouping of plants based on water use;
- ix. Water efficient irrigation systems; and
- x. Provide for irrigation systems separating rear yard from front yards/parkway in order to allow the homeowner to choose to install only the front portion of the design.

Landscape design must not include:

- i. Luxury materials or rare, hard to find or expensive plants;
- ii. Furnishings, spas, pools, water features or decks;
- iii. Artificial turf or artificial plants;
- iv. Walls, fences, planters, or statuary; or
- v. Loose pebbles or stones in parkways or within five feet of the sidewalk.

All designs will be reviewed by the City for completeness and compliance with the requirements under the scope of work prior to final submission.

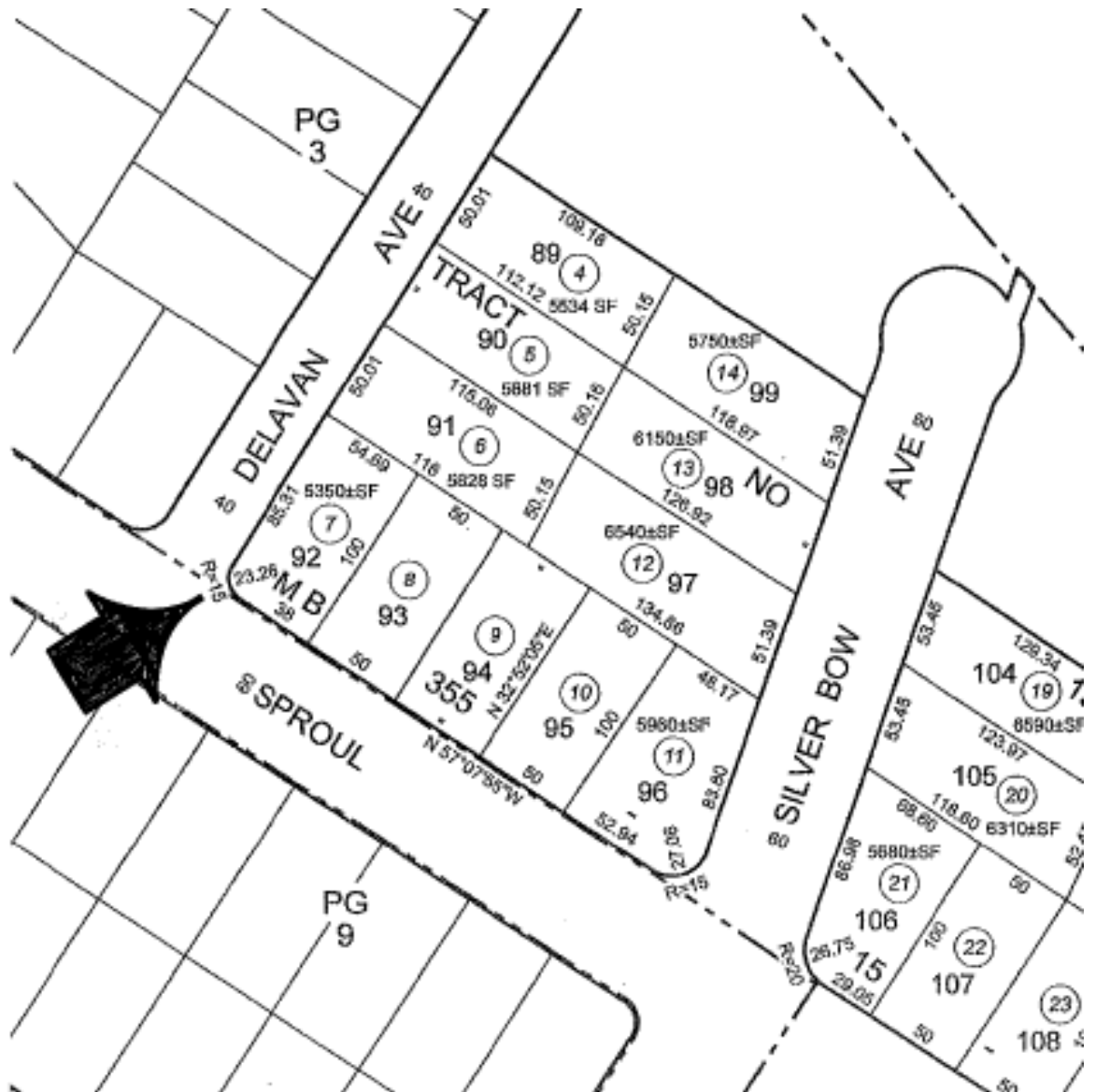
D. Additional Services

After the designs are approved by the City, the City may need the following additional services:

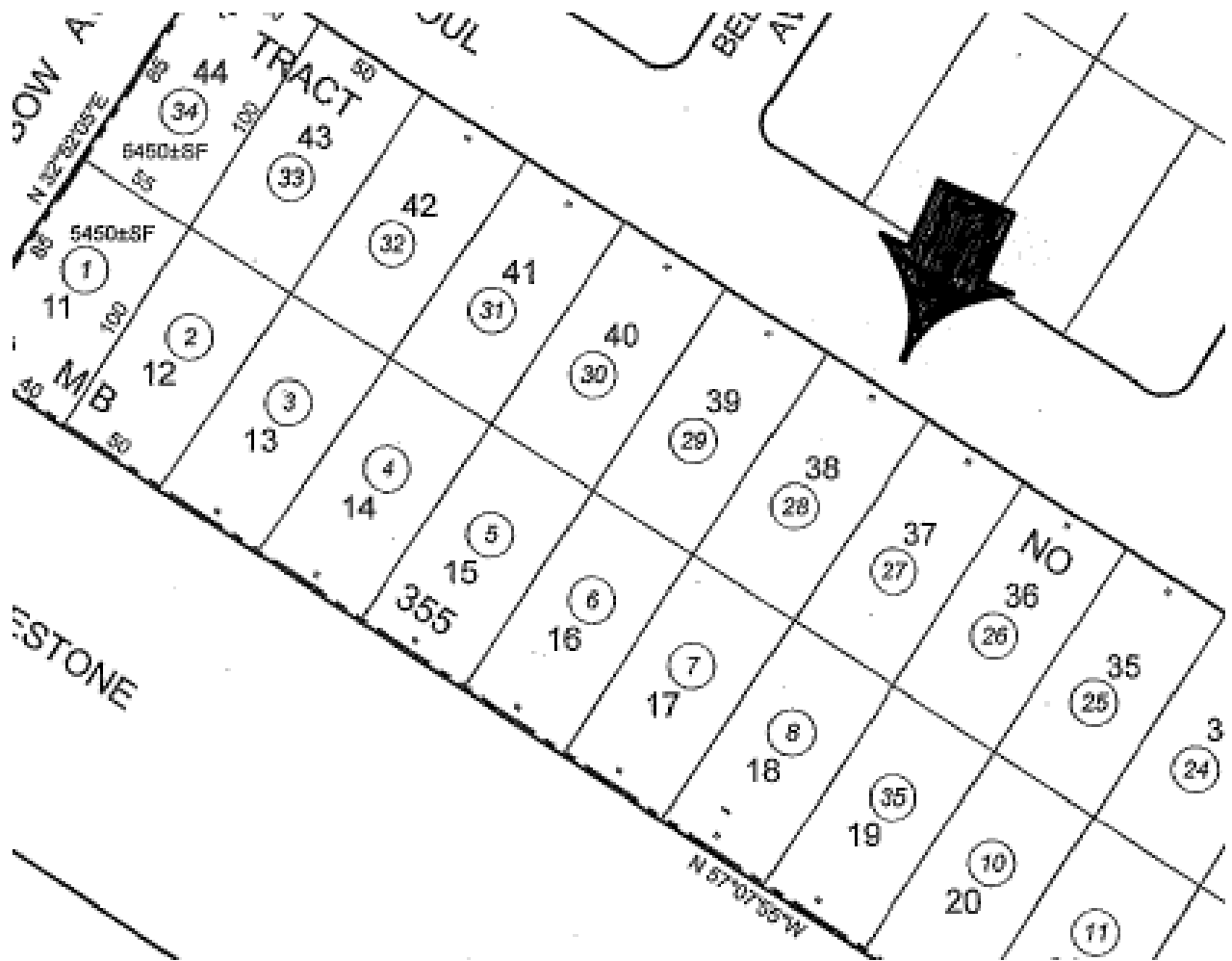
- i. Although the final landscape designs should be adaptable and usable by homeowners and their landscape contractors, the City may need the Proposer to modify a design to fit the needs of a particular or unique project;
- ii. The majority of the landscape projects will be executed by landscape contractors or homeowners based upon the designs. However, the City may require the Proposer to oversee the execution of a design for a particular project.
- iii. Once the plans are executed by homeowners, the City may request changes in plant materials or other elements of the design based upon the feedback received from the community.

SECTION 4 – SINGLE FAMILY HOME LOTS

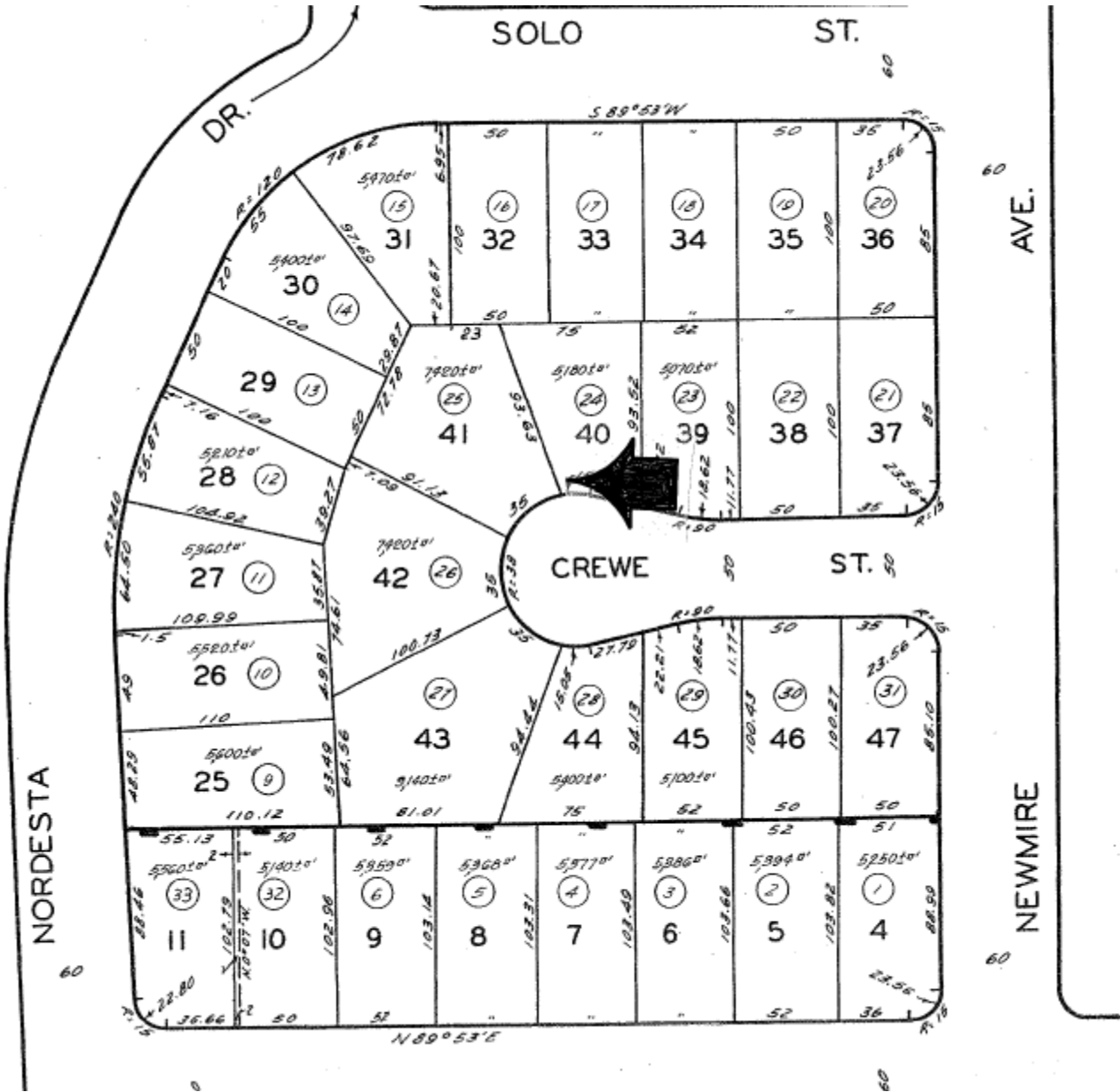
Corner lot example (Sproul St. and Delavan Ave.)



Mid-block house example (Sproul St.)
50 feet by 100 feet



Cul-de-sac house example (Crew St.)



SECTION 5 – CITY OF NORWALK LANDSCAPE ORDINANCE

On June 16, 2015, the City Council adopted Ordinance No. 15-1665 amending landscape and paving requirements for private property and adopted by reference the State of California model water efficient landscape ordinance with appendices. The effective date of Ordinance No. 15-1665 is July 17, 2015.

The City is also amending the standards for public parkways. However, the proposed language was not finalized as of the issuance date of this RFP. The ordinance is anticipated to be adopted July 7, 2015 and will be effective 30 days following adoption.

ORDINANCE NO. 15-1665

AN ORDINANCE OF THE CITY OF NORWALK AMENDING TITLE 17 OF THE NORWALK MUNICIPAL CODE AS IT RELATES TO LANDSCAPING AND PAVING REQUIREMENTS, AND ADOPTING BY REFERENCE THE STATE OF CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE WITH APPENDICES

THE CITY COUNCIL OF THE CITY OF NORWALK DOES ORDAIN AS FOLLOWS:

Section 1. The definition of “Landscaping” in Section 17.01.060 of Chapter 17.01, Title 17 of the Norwalk Municipal Code is amended to read as follows:

“Landscaping” means the planting and maintenance of a combination of trees, groundcover, shrubs, vines, flowers or grass. In addition, the combination or design may include other materials as specified in section 17.03.010.”

Section 2. Article I (“Landscape Standards”) of Chapter 17.03, Title 17, of the Norwalk Municipal Code is amended to read as follows:

“17.03.010 Landscape Standards.

- A. Purpose. To establish landscape standards that will enhance the aesthetic appearance of the City, encourage quality design and installation, ensure proper maintenance, and provide landscape alternatives that promote water conservation.
- B. Applicability. All required yards abutting streets, and all other areas required to be landscaped as part of approved development plans, within any zone shall be landscaped and maintained as provided by this chapter. Where conflicting requirements exist, the more stringent requirements shall prevail.
- C. Single-Family Dwellings. Landscaping shall be provided subject to the following minimum standards:

1. All required yards abutting streets must be completely landscaped, exclusive of driveways, porches, patios and walkways.
 2. Within the required front yard, driveways, pursuant to section 17.03.050, and walkways, porches, and patios, which are paved or contain stones, rocks, pebbles, gravel, sand, decomposed granite, pavers, bricks, or other material as determined by the Director shall not cover more than fifty (50) percent of the required front yard, not to exceed five-hundred (500) square feet, except as allowed by the Director for properties with a substandard width or unique shape, orientation or configuration.
 3. The following materials may be installed within required yards abutting streets:
 - a. Live, natural plant materials, including trees, groundcover, shrubs, vines, flowers or grass; individual vegetable plants may only be used as accent plants.
 - b. Artificial turf may be used in lieu of natural grass, subject to the approval of the Director and the standards contained in section 17.03.010.H.
 - c. Materials, such as stones, rocks, pebbles, gravel, pumice, mulch, shredded bark, sand, or decomposed granite, may be installed around live, natural plant materials. Loose stones, rocks or pebbles shall be prohibited within 5-feet of a front or side property line abutting a street.
 - d. Water elements, including ponds, fountains, and other similar ornamental water features, provided that the design, shape and size minimizes water loss through evaporation and that water supply shall be through a re-circulating system.
 - e. Structural features, such as walkway arches, walls, and fences, subject to approval of the Director and the height limitations contained in section 17.03.300.
 4. Interior yards. Interior yards of single-family dwelling not abutting a street may contain any of the acceptable landscape materials listed in this section, without requiring any approval or plan.
 5. The Water Efficient Landscaping Ordinance, as referenced in section 17.03.020, shall apply to projects listed in section 17.03.020.B.
- D. Multi-Family Dwellings. Landscaping shall be provided subject to the following minimum standards:
1. A minimum of twenty (20) percent of the development site, including all required yards, shall be completely landscaped with live, natural plant materials.
 2. Artificial turf may be used, subject to the review and approval of a precise development plan and the standards contained in section 17.03.010.H.

3. A landscape and irrigation plan, in accordance with section 17.03.010.F, shall be submitted in conjunction with a new development, or for replacement of fifty (50) percent or more of landscape materials for existing developments.
 4. All landscaped areas shall be provided with a fixed and permanent watering system that provides irrigation for all landscaped areas.
 5. Six-inch concrete curbs shall surround all planter areas adjacent to driveways. Un-sodded, mounded planters adjacent to a public sidewalk shall be provided with a six-inch curb to prevent soil run-off onto the public sidewalk. A curb is not required adjacent to the public sidewalk if the planter contains a groundcover, including live, natural plant material or artificial turf.
 6. Landscaped areas may include private outdoor living space, and should incorporate where feasible, additional elements such as trellises, outdoor furniture, water elements (fountains, ponds, streams) meandering walkways, and other creative uses of landscape.
 7. No automobile space may incorporate the required landscaping within its parking dimension.
 8. The Water Efficient Landscaping Ordinance as referenced in section 17.03.020 shall apply to projects listed in section 17.03.020.B.
- E. Non-Residential Landscape Standards. Landscaping shall be provided subject to the following minimum standards:
1. All required yards must be fully landscaped with live, natural plant materials.
 2. In addition to landscaping within all required yards, twenty-five (25) square feet of landscaping per parking space must be provided throughout the property, except for parking spaces within a parking structure.
 3. Parking structures shall be developed with perimeter landscaping with a minimum dimension of five (5) feet, in lieu of the required square footage of landscaping per parking space. One (1) tree for every twenty (20) linear feet of perimeter landscape area must be provided. For parking structures with more than two (2) parking levels, perimeter planter boxes, with provisions for drainage, shall be permanently mounted or designed into the exterior façade of a parking structure and must incorporate cascading plants. A drip irrigation system, on an automatic timer, shall be used to irrigate the plant material.
 4. Artificial turf may be used, subject to the review and approval of a precise development plan and the standards contained in section 17.03.010.H, except for the required planter boxes.
 5. A landscape and irrigation plan, in accordance with section 17.03.010.F, shall be submitted in conjunction with a new development, or for replacement of fifty (50) percent or more of landscape materials for existing developments.

6. All landscaped areas shall be provided with a fixed and permanent watering system that provides irrigation for all landscaped areas.
 7. Six-inch concrete curbs shall surround all planter areas adjacent to driveways. Un-sodded, mounded planters adjacent to a public sidewalk shall be provided with a six-inch curb to prevent soil run-off onto the public sidewalk. A curb is not required adjacent to the public sidewalk if the planter contains a groundcover, including live, natural plant material or artificial turf.
 8. No automobile parking space may incorporate the required landscaping within its dimension.
 9. The Water Efficient Landscaping Ordinance as referenced in section 17.03.020 shall apply to projects listed in section 17.03.020.B.
- F. Landscape and Irrigation Plans. Landscape and irrigation plans, prepared by a registered landscape architect, are required for all new developments or for replacement of fifty (50) percent or more of landscape materials for existing developments, except single-family dwellings in the R-1 zone.
1. The plans shall be submitted to the Director for review and approval prior to the issuance of Building Permits for new developments or the commencement of landscape replacement for existing developments.
 - a. Any modification to an approved landscape or irrigation plan must be approved by the Director.
 - b. A landscape plan review fee shall apply pursuant to the adopted fee resolution.
 2. The plans shall show:
 - a. Size, type, quantity, spacing and location of all plant materials.
 - b. Size, type, quantity and location of all other materials within landscape areas.
 - c. Planting details.
 - d. Automatic permanent irrigation system and the location of all irrigation equipment.
 - e. Maintenance information.
 - f. Existing tree wells and tree species within the public rights-of-way adjacent to the project site shall be included on the landscape plan.
 - g. Any other information deemed necessary by the Director of Community Development.
 3. The plant material selected shall be suitable for the given soil and climate conditions. Plant selection shall take into consideration water conservation though appropriate groupings of plants that are well adapted to particular sites and to particular watering needs, climatic, geological or topographical conditions.
 4. Approval criteria for landscaping plans will consider, but not be limited to the following items:
 - a. The adequacy of plant material in achieving a buffer along public streets;

- b. The use of landscaping to enhance the aesthetic quality of property and buildings;
- c. The general suitability relative to the placement, type and number of plant material; and

G. **Landscape Installation and Maintenance.**

The following landscape installation and maintenance standards shall apply to all zones:

- 1. All landscaping and irrigation materials shall be permanently installed and maintained in a healthy condition, prior to final approval of building permits or the issuance of a certificate of occupancy, whichever is applicable.
- 2. Final inspection approvals or occupancy clearance shall not be granted until all of the landscaping and irrigation is installed in accordance with the approved plans.
- 3. The property owner is responsible for the maintenance of the landscaping on their property and shall be in compliance with this chapter and Chapter 8.28 at all times. Maintenance shall include, but is not limited to, proper pruning, mowing of lawns, weeding, removal of liter, fertilizing, replacement of plants when necessary, and, to the extent feasible in accordance with any applicable governmental restrictions on outdoor irrigation of landscapes, application of appropriate quantities of water to maintain all landscaped areas.
- 4. All construction shall be subject to the requirements of the California Building Codes, as amended and in effect in the City of Norwalk.

H. **Artificial Turf Standards:**

- 1. Artificial turf shall be installed in combination with live, natural plant materials to enhance the overall landscape design and shall not cover more than 70% of the landscape area. The balance of the landscape area shall contain live, natural plant materials.
- 2. Artificial turf must contain lifelike individual blades which emulate the look and color of real grass.
- 3. The blades must contain a minimum of two (2) shades of green.
- 4. Pile height shall be a minimum of 1.5-inches.
- 5. Installation shall allow for water to percolate into the sub-layers of soil; the use of solid weed barriers shall be prohibited.
- 6. The use of indoor/outdoor plastic or nylon carpeting is prohibited.
- 7. Artificial turf must be maintained neat and clean through maintenance activities, such as, removing debris, and brushing, disinfecting, and washing the blades.
- 8. Artificial turf must be replaced or repaired at first sign of fading, tears, stains, holes, indentation, or deterioration.

17.03.020 Water Efficient Landscape Ordinance.

- A. The State of California Model Water Efficient Landscape Ordinance with appendices, codified under the California Code of Regulations as Title 23, Division

2, Chapter 2.7, is hereby adopted by reference as the Water Efficient Landscape Ordinance of the City of Norwalk. One copy of said State of California Model Water Efficient Landscape Ordinance has been deposited in the office of the City Clerk of the City of Norwalk and shall be at all times maintained by said clerk for use and examination by the public.

B. Applicability.

1. The ordinance shall apply to the following landscape projects:
 - a. New landscape installation and rehabilitated landscapes for public agency projects and private development projects with a landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check or design review;
 - b. New landscape installation and rehabilitated landscapes which are developer-installed in single-family and multi-family projects with a landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
 - c. New landscape installations which are homeowner-provided and/or homeowner-hired in single-family and multi-family residential projects with a total project landscape area equal to or greater than 5,000 square feet requiring a building or landscape permit, plan check or design review;
 - d. Existing landscapes over one acre; and
 - e. Cemeteries.
2. This ordinance does not apply to:
 - a. Registered local, state or federal historical sites;
 - b. Ecological restoration projects that do not require a permanent irrigation system;
 - c. Mined-land reclamation projects that do not require a permanent irrigation system; and
 - d. Plant collections, as part of botanical gardens and arboretums open to the public.”

Section 3. Paragraph 5 of Subsection C, Section 17.03.050, Chapter 17.03, Title 17 of the Norwalk Municipal Code is amended to read as follows:

“5. Landscaping shall be provided as required by Chapter 17.03, Article I.”

Section 4. Subsection B of Sections 17.05.190, 17.05.290 and 17.05.490 of Chapter 17.05, and Sections 17.06.070, 17.06.150, 17.06.240, 17.06.330, and 17.06.420 of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

(2) “Landscaping shall be provided as required by Chapter 17.03, Article I.”

Section 5. Section 17.06.040 (“Front yard”) of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

”A. When a lot or parcel in a C-1 zone contains part of the frontage in a block and a portion of the frontage in such block belongs to lots or parcels zoned for

residential use primarily, the front yard of every lot or parcel in the C-1 zone shall conform to the front yard requirement of such residential zone and the front yard shall be landscaped as required by Chapter 17.03, Article I.

B. Every lot or parcel in the C-1 zone shall have a front yard of not less than ten (10) feet. No structure, building, wall or fence shall be within the required front yard as measured from the property line adjacent to the public right-of-way. The space between the building wall, structure or fence and the front property line shall be landscaped and permanently maintained as required by Chapter 17.03, Article I.”

Section 6. Section 17.06.050 (“Side yards”) of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

(3) “No side yard is required in the C-1 zone except for the street side of a corner lot where the setback shall be ten (10) feet. No structure, building, wall or fence shall be within the required side yard measured from the property line adjacent to the public right-of-way. The space between the building, wall, structure or fence and the side property line shall be landscaped and permanently maintained as required by Chapter 17.03, Article I.”

Section 7. Section 17.06.060 (“Rear yard”) of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

”Every lot and every parcel in a C-1 zone and which abuts upon property in an R zone, and which does not abut upon an alley or other commercially zoned properties, shall provide a rear yard of not less than five feet. For properties that abut an alley or other commercially zoned properties no rear yard is required in the C-1 zone. No structure, building, wall or fence shall be within the required rear yard as measured from the property line adjacent to the public right-of-way. The space between the building or structure and the rear property line shall be landscaped and permanently maintained as required by Chapter 17.03, Article I.”

Section 8. Section 17.06.120 (“Front yard”) of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

“A. When a lot or parcel in a C-3 zone contains part of the frontage in a block and a portion of the frontage in such block belongs to lots or parcels zoned for residential use primarily, the front yard of every lot or parcel in the C-3 zone shall conform to the front yard requirement of such residential zone and the front yard shall be landscaped and permanently maintained as required by Chapter 17.03, Article I.

B. Every lot or parcel in the C-3 zone shall have a front yard of not less than ten (10) feet. No structure, building, wall or fence shall be within the required front yard as measured from the property line adjacent to the public right-of-way. The space between the building wall, structure or fence and the front property line shall be landscaped and permanently maintained as required by Chapter 17.03, Article I.”

Section 9. Section 17.06.130 (“Side yards”) of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

“No side yard is required in the C-3 zone except for the street side of a corner lot where the setback shall be ten (10) feet. No structure, building, wall or fence shall be within the required side yard measured from the property line adjacent to the public right-of-way. The space between the building, wall, structure or fence and the side property line shall be landscaped and permanently maintained as required by Chapter 17.03, Article I.”

Section 10. Section 17.06.140 (“Rear yard”) of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

“Every lot and every parcel in the C-3 zone and which abuts upon property in an R zone, and which does not abut upon an alley or other commercially zoned properties, shall provide a rear yard of not less than five feet. For properties that abut an alley or other commercially zoned properties no rear yard is required in the C-3 zone. No structure, building, wall or fence shall be within the required rear yard as measured from the property line adjacent to the public right-of-way. The space between the building or structure and the rear property line shall be landscaped and permanently maintained as required by Chapter 17.03, Article I.”

Section 11. Section 17.06.210 (“Front yard”) of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

A. When a lot or parcel in a C-M zone contains part of the frontage in a block and a portion of the frontage in such block belongs to lots or parcels zoned for residential use primarily, the front yard of every lot or parcel in the C-M zone shall conform to the front yard requirement of such residential zone and the front yard shall be landscaped and permanently maintained as required by Section 17.06.240.

B. Every lot or parcel in the C-M zone shall have a front yard of not less than ten (10) feet. No structure, building, wall or fence shall be within the required front yard as measured from the property line adjacent to the public right-of-way. The space between the building wall, structure or fence and the front property line shall be landscaped and permanently maintained as required by Chapter 17.03, Article I.”

Section 12. Section 17.06.220 (“Side yards”) of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

“No side yard is required in the C-M zone except for the street side of a corner lot where the setback shall be ten (10) feet. No structure, building, wall or fence shall be within the required side yard measured from the property line adjacent to the public right-of-way. The space between the building, wall, structure or fence and the side property line shall be landscaped and permanently maintained as required by Chapter 17.03, Article I. For side yard requirements for industrial properties abutting residential zones, Section 17.03.330 applies.”

Section 13. Section 17.06.230 (“Rear yard”) of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

“Every lot and every parcel in a C-M zone and which abuts upon property in an “R” zone, and which does not abut upon an alley or other commercially zoned properties, shall provide a rear yard of not less than five feet. For properties that abut an alley or other commercially zoned properties, no rear yard is required in the C-M zone. No structure, building, wall or fence shall be within the required rear yard as measured from the property line adjacent to the public right-of-way. The space between the building or structure and the rear property line shall be landscaped and permanently maintained as required by Chapter 17.03, Article I. For rear yard requirements for industrial properties abutting residential zones Section 17.03.330 applies.”

Section 14. Section 17.06.300 (“Front yard”) of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

A. When a lot or parcel in a C & O zone contains part of the frontage in a block and a portion of the frontage in such block belongs to lots or parcels zoned for residential use primarily, the front yard of every lot or parcel in the C & O zone shall conform to the front yard requirement of such residential zone and the front yard shall be landscaped and permanently maintained as required by Chapter 17.03, Article I.

B. Every lot or parcel in the C & O zone shall have a front yard of not less than ten (10) feet. No structure, building, wall or fence shall be within the required front yard as measured from the property line adjacent to the public right-of-way. The space between the building wall, structure or fence and the front property line shall be landscaped and permanently maintained as required by Chapter 17.03, Article I.”

Section 15. Section 17.06.310 (“Side yards”) of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

“No side yard is required in the C & O zone except for the street side of a corner lot where the setback shall be ten (10) feet. No structure, building, wall or fence shall be within the required side yard measured from the property line adjacent to the public right-of-way. The space between the building, wall, structure or fence and the side property line shall be landscaped and permanently maintained as required by Chapter 17.03, Article I.”

Section 16. Section 17.06.320 (“Rear yard”) of Chapter 17.06, Title 17 of the Norwalk Municipal Code is amended to read as follows:

“Every lot and every parcel in a C & O zone and which abuts upon property in an “R” zone, and which does not abut upon an alley or other commercially zoned properties, shall provide a rear yard of not less than five feet. For properties that

about an alley or other commercial zoned properties no rear yard is required in the C& O zone. No structure, building, wall or fence shall be within the required rear yard as measured from the property line adjacent to the public right-of-way. The space between the building or structure and the rear property line shall be landscaped and permanently maintained as required by Chapter 17.03, Article I.”

Section 17. Section 17.08.010 (“Permitted uses”) of Chapter 17.08, Title 17 of the Norwalk Municipal Code is amended to read as follows:

“In a P zone, no building shall be erected, constructed, reconstructed or structurally altered, nor shall any building or land be used for any purpose, except as is hereinafter provided and allowed by this article and Chapter 17.02.240, governing precise development plans.

In a P zone, the following uses are permitted:

- A. Open air temporary parking of passenger automobiles, with or without monetary charge, and control structures appurtenant thereto; provided that no part of such area shall be used for car rental, sales or storage.
- B. Landscaping as regulated by Chapter 17.03, Article I.
- C. Parking as regulated by Chapter 17.03, Article II.
- D. Signs as regulated by Chapter 17.03, Article III.
- E. Gasoline pump islands and canopies in conjunction with a service station, where such use is permitted within the abutting zone district subject to the issuance, existence and validity of a conditional use permit as provided for in Section 17.02.210, and in full compliance with each and every condition thereof.”

Section 18. Violation – Penalty. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of the Water Efficient Landscape Ordinance of the City of Norwalk shall be guilty of a misdemeanor unless the violation is prosecuted as an infraction or enforced through the administrative citation process as provided in Chapter 1.13 of the Norwalk Municipal Code.

Section 19. CEQA. The City Council has considered this Ordinance and finds that this project is exempt from the requirements of the California Environmental Quality Act (“CEQA”). The project is exempt pursuant to State CEQA Guidelines, 14 Cal. Code Regs. Section 15307 and 15308 as an action taken to assure the maintenance, restoration, or enhancement of a natural resource or the environment where the regulatory process involves procedures for protection of the environment. This Ordinance does not contemplate any construction activities and is limited to ensuring that landscaping is properly maintained and provides for water efficient landscaping options to preserve water. There is no evidence to suggest that the ordinance will result in a significant impact on the environment, including impacts due to unusual circumstances. The adoption of this Ordinance includes provisions that will result in the enhancement and protection of water

resources in the City. Based on the foregoing and other substantial evidence in the record, the City Council hereby finds and determines that the Ordinance is exempt from the provisions of CEQA, pursuant to State CEQA Guidelines Sections 15307 and 15308. As a separate and independent ground, the City Council finds that the Ordinance is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Because it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment, the Ordinance is not subject to CEQA pursuant to State CEQA Guidelines Section 15061 (b)(3).

Section 20. Severability. If any section, clause or phrase of this Ordinance is for any reason held to be unconstitutional, or otherwise invalid, such decision shall not affect the validity of the remaining sections of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared unconstitutional.

Section 21. Certification. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

**AGREEMENT FOR
PROFESSIONAL SERVICES
(City of Norwalk)**

This Professional Services Agreement is dated _____, 2015, and is between the City of Norwalk, a municipal corporation (“City”) and *Company name*, a - _____ corporation (“Consultant”).

RECITALS

A. CITY desires to utilize the services of CONTRACTOR as an independent contractor to provide landscape design services.

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

C. CITY desires to retain CONTRACTOR and CONTRACTOR desires to serve CITY to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

The parties therefore agree as follows:

1. Contractor’s Services.

1.1 Scope of Work. CONTRACTOR shall provide landscape design services, as more particularly described in Exhibit A.

1.2 RFP No. 16-464 and Addenda. CONTRACTOR has confirmed receipt of all Addenda, amending Request for Proposal No. 16-464 (the “RFP”), and CONTRACTOR shall adhere to the Addenda. RFP No. 16-464 and all Addenda are incorporated herein by this reference as if set forth herein in full, provided that in the event of a conflict, the terms of this Agreement, as amended by any applicable Addenda, will prevail.

1.3 Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the work under this Agreement. All of the work required under this Agreement will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such work.

1.4 Party Representatives. For purposes of this Agreement, the City Representative shall be the City Manager or such other person designated by the City

Manager (the "City Representative"). For purposes of this Agreement, the Contractor Representative shall be [Name, Title] (the "Contractor Representative").

1.5 Time of Performance. CONTRACTOR shall commence the work contemplated under this Agreement immediately upon receipt of a Notice to Proceed for such work from the City Representative.

2. Compensation As full compensation for CONTRACTOR's work performed under this Agreement, and subject to the maximum amount of compensation hereafter provided, CITY shall pay CONTRACTOR in accordance with the rates set forth in Exhibit B. The maximum amount of compensation that CITY shall pay CONTRACTOR pursuant to this Agreement is [written dollar amount] Dollars (\$[numerical dollar amount]) for the term set forth in Section 2. CITY shall not allow any claims for additional services performed by CONTRACTOR, unless the CITY authorizes the additional services in writing prior to CONTRACTOR's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the CITY shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate mutually agreed to by the parties.

3. Method of Payment.

3.1 Invoices. Upon CITY approval of the final product, the CONTRACTOR shall submit to CITY detailed invoices for all work performed and expenses incurred, if any, pursuant to this Agreement. The invoices shall describe in detail work performed. CITY shall review the invoices and notify CONTRACTOR in writing within ten (10) business days of any disputed amounts.

3.2 Payment. CITY shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified in Section 3 of this Agreement. CITY shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to CONTRACTOR.

3.3 Audit of Records. Upon CITY providing 24-hour prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement reasonably available to CITY for review and audit by CITY. CITY may conduct such review and audit at any time during CONTRACTOR's regular working hours.

4. Standard of Performance. CONTRACTOR shall perform all work 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.

5. Ownership of Work Product. All designs, plans, reports, documents or other written material provided by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or

dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR.

6. Status as Independent Contractor. CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of CITY. CONTRACTOR shall pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR shall indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY may offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

7. Confidentiality. CONTRACTOR shall keep all data, documents, discussion, or other information (collectively "data") developed or received by CONTRACTOR or provided for performance of this Agreement confidential and shall not be disclose the data to any person or entity without prior written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the expiration or termination of this Agreement. The terms of this Section shall survive the expiration or termination of this Agreement.

8. Conflict of Interest. CONTRACTOR and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to CONTRACTOR's work under this Agreement, including, without limitation, the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, CONTRACTOR shall may perform similar services for other clients, but CONTRACTOR and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

9. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless CITY, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit C. CONTRACTOR's covenant under this Section and Exhibit C shall survive the expiration or termination of this Agreement.

10. Insurance.

10.1. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best Insurance Rating Guide, and approved by CITY, a policy or policies of:

(1) Professional liability (error and omissions) insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000) per occurrence; and

(2) Workers' compensation insurance with a minimum limit of One Million Dollars (\$1,000,000) or the amount required by law, whichever is greater.

CITY, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of CONTRACTOR's performance of work under this Agreement.

10.2 Each insurance policy required by this Section 10 shall be endorsed as follows: (1) the insurer waives the right of subrogation against CITY and its officials, officers, employees, agents and representatives; (2) except for the workers' compensation policy, the policies are primary and non-contributing with any insurance that may be carried by CITY; and (3) the policies may not be canceled or materially changed except after thirty (30) calendar days' prior written notice by insurer to CITY, unless canceled for non-payment, then ten (10) calendar days' notice shall be given.

10.3 All insurance coverages shall be confirmed by execution of endorsements required under Section 10.2. CONTRACTOR shall file the endorsements with CITY on or before the date of commencement of work pursuant to this Agreement, and thereafter maintain current endorsements on file with CITY. The endorsements are subject to CITY's approval. CONTRACTOR shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10.

11. Cooperation. In the event any claim or action is brought against CITY relating to CONTRACTOR's performance or work rendered under this Agreement, CONTRACTOR shall render any reasonable assistance and cooperation, which CITY might require.

12. Termination. Either party may terminate this Agreement for any reason without penalty or obligation on thirty (30) calendar days' written notice to the other party. CONTRACTOR shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and CONTRACTOR shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

13. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed

received on (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours or by facsimile before or during CONTRACTOR's regular business hours; or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section. All notices shall be delivered to the parties at the following addresses:

If to CITY: City of Norwalk
Attn: City Clerk
12700 Norwalk Boulevard
PO Box 1030
Norwalk, CA 90651-1030
Fax: (562) 929-5773

With a copy to: City of Norwalk
Attn: Kurt H. Anderson, Community Development
12700 Norwalk Boulevard
PO Box 1030
Norwalk, CA 90651-1030
Fax: (562) 929-5572

If to CONTRACTOR: _____

14. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

15. Non-Assignability; Subcontracting. CONTRACTOR shall not assign or subcontract all or any portion of this Agreement, unless otherwise approved by CITY. Any attempted or purported assignment or sub-contracting by CONTRACTOR shall be null, void and of no effect.

16. Compliance with Laws. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

17. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by CITY of any payment to CONTRACTOR constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by CITY shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

18. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

19. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

20. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CONTRACTOR and CITY. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

CITY

CITY OF NORWALK

By: _____
Michael J. Egan
City Manager

ATTEST:

By: _____
Theresa Devoy
City Clerk

APPROVED AS TO FORM:

INSERT CONTRACTOR NAME HERE

By: _____
Steven L. Dorsey
City Attorney

By: _____
Name:

By: _____
Name:

(Please note, two signatures required for corporations under Cal. Corp. Code, § 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF NORWALK
CDBG DIVISION
12700 NORWALK BLVD., ROOM 12
NORWALK, CA 90650

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 16-464
WATER EFFICIENT LANDSCAPE DESIGNS FOR SINGLE FAMILY HOMES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Norwalk to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Norwalk within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Norwalk will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

_____ Dated _____	_____ Dated _____
_____ Dated _____	_____ Dated _____
_____ Dated _____	_____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name _____

Business Address _____

Contact Person _____

Phone _____

Fax _____

Email Address _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

SCOPE OF WORK

The 'Scope of Work', Section 3, of RFP No. 16-464, is herein incorporated by reference.

PRICE SHEET

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: RFP No. 16-464 WATER EFFICIENT LANDSCAPE
DESIGNS FOR SINGLE FAMILY HOMES

Indemnitor(s): _____
(list all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Norwalk and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (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 (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____
(Print)

Name: _____
(Print)

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

REFERENCES

Proposers shall furnish a minimum of three (3) references of customers for which they have been the Principal or are currently the Principal for work of a similar nature to the requirements outlined in this RFP.

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work:	

Attach no more than three samples of water efficient landscape designs completed for residential properties and/or provide website addresses where images of completed projects can be viewed.

CERTIFICATION OF NON-COLLUSION

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competition; and,
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purposes of restricting competition.

Dated: _____

Company Name: _____

Signature: _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 20__.

_____ My commission expires _____, 20__.

Type or Print Title

SECTION 3 BUSINESS CERTIFICATION

Section 3 Business Certification - to be completed by the business claiming Section 3 business status. For more information on the definition of Section 3 residents and Section 3 business concerns, visit <http://www.hud.gov/Section3>

Documentation will be requested to verify Section 3 business status prior to the award of the Contract.

Business being certified

Company: _____

Address: _____

Project information

Project Name: Water Efficient Landscape Designs for Single-Family Homes

Project Address: N/A

Section 3 determination

- Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income (AMI)? Use the median income listed on the following chart

() Yes () No
- Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of Area Median Income (AMI), or within three years of the date of first employment with the business concern were Section 3 residents?

() Yes () No
- Will you subcontract more than 25% of this contract with a qualified business that is either 51% owned by Section 3 residents or 30% or more of its employees are Section 3 residents?

() Yes () No

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: _____

Print Name: _____ Date: _____

MINORITY/WOMEN OWNED BUSINESS CERTIFICATION

Under the U.S. Department of Urban Development (HUD) regulations, the City is must ensure that entities owned by minorities and women have access to contracting opportunities for activities receiving HUD funds.

Documentation may be requested to verify the ownership status of the business prior to the award of the Contract.

Business being certified

Company: _____

Address: _____

Project information

Project Name: Water Efficient Landscape Designs for Single Family Homes

Project Address: N/A

Minority/Women Owned Business Certification

- Is your business owned at least 51% or more by minority group members? If your business is publicly traded, do minority group members own at least 51% of the voting stock and control management and daily business operations? "Minority group members" are United States citizens who are Asian, African-American, Hispanic or Native American.

Yes No

- Is your business at least 51% or more women-owned, managed and controlled?

Yes No

- Is your business certified as a minority-owned or women-owned business by a local certification agency? *If yes, attach your certification.*

Yes No

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: _____

Print Name: _____ Date: _____