

CITY OF LA HABRA HEIGHTS

REQUEST FOR PROPOSALS

FOR WEED ABATEMENT/TREE TRIMMING/TREE REMOVAL

RFP 2014 - 01

Date of Issue: January 28, 2014
Proposals Due: February 27, 2014, 3:00 p.m.

REQUEST FOR PROPOSALS FROM QUALIFIED VENDORS FOR WEED ABATEMENT/TREE TRIMMING/TREE REMOVAL

RFP 2014 - 01

INTRODUCTION

The City of La Habra Heights ("City") is seeking proposals from qualified vendors ("Contractor") interested in obtaining eligibility to provide weed abatement, debris removal, tree trimming, tree removal, and related services in connection with both the Public Works Department and the Fire Department's fire prevention/weed abatement program for the next three years (Expiring April 2017). Services will be performed on both private and city-owned property. Once a Contractor qualifies and enters into a Professional Services Agreement with the City (term of three years), Contractor will be included on the "Approved Contractors List" and authorized to bid on all City-managed weed abatement projects for the next three years.

GENERAL INFORMATION

La Habra Heights is a residential community located in the eastern region of Los Angeles County. The community is bordered by Hacienda Heights to the north; La Habra to the south; Rowland Heights to the east; and Whittier to the west.

La Habra Heights is a rural community with a one acre minimum lot size. There are approximately 1,883 houses and 250 vacant lots in the city. Most homes are larger than 4,000 square feet and most lots are larger than one acre. The city spans approximately 6.2 square miles and has 42 miles of streets. The current population is approximately 5,379. The entire community is designated as a very high fire hazard severity zone.

Due to the threat of wildfire, City engages in a year-round weed abatement program. An annual weed abatement notice is mailed to residents in March of each year outlining property owners' responsibilities to maintain properties free of weeds, debris, and other flammable materials year round. The Fire Department begins parcel-by-parcel inspections in early May and engages in continuous inspections throughout the year to monitor code compliance.

City hires weed abatement contractors on an as-needed basis to clear city properties and private lots in cases where property owners have failed to do so. The majority of the weed abatement work occurs in late spring and early summer; however, Contractors must be available to respond to bid proposals year-round. In Fiscal Year 2012-2013, the City spent \$50,105.00 on weed abatement contracts.

Once deemed qualified, Contractors will be offered the opportunity to bid on each project as it arises. When a project arises, Contractors will receive an email or fax from City personnel describing the types of services needed. Contractors will generally have five (5) days to respond and must submit bids by fax, unless directed otherwise, before the deadline.

CONTRACTOR QUALIFICATIONS

GENERAL EQUIPMENT SPECIFICATIONS

- A. All tractors and other equipment must be equipped with a United States Forest Service approved type spark arrestor.
- B. A fire extinguisher shall be required. It must be an Underwriters Laboratory approved, 10-pound, dry chemical, all purpose ABC type mounted on each tractor, ready and available for use at all times. Fire extinguishers shall display a current inspection tag.
- C. All equipment shall be available for inspection by City prior to the awarding of contracts. Unsatisfactory equipment will be rejected and Contractor must obtain satisfactory equipment, at his/her own expense, in order to become or remain qualified for bid awards.
- D. All trucks and trailers used for transportation of equipment must comply with State Public Utilities Commissioner Regulations. At the job site, Contractor shall provide truck and trailer operators with the necessary tools, spare parts and equipment to allow the operator to make minor repairs and keep contracted equipment operating and serviceable throughout the day.

INSURANCE

- A. Contractor shall furnish Certificate of Insurance that shall contain not less than the following limits of liability:
 - 1. Commercial General Liability (CGL): \$1,000,000 per occurrence
\$2,000,000 general aggregate
 - 2. Automobile Liability: \$1,000,000 per accident, combined
single limit
- B. Contractor shall also present satisfactory evidence of valid Worker's Compensation Insurance.

- C. Contractor shall name City, its officers, employees, agents, and volunteers as additional insured and said insurance shall not be cancelable without thirty (30) calendar days prior written notice to City. Copies of the policies shall be provided to City prior to the commencement of work.

LICENSES

Contractors shall currently possess and maintain as valid throughout the term of a contract with City all licenses required to complete the Scope of Work included herein.

SCOPE OF WORK

- A. To provide weed abatement services (disking, mowing and hand work), debris removal, tree trimming, tree removal, and related services on contractual basis as directed and approved by the City Manager or authorized designee.
- B. All work shall be done in a prescribed manner as determined by the Fire Chief, Public Works Manager, or authorized designee.
- C. Within seven (7) working days (working days are defined as Monday through Saturday) of winning a bid, or as directed by the Fire Chief, Public Works Manager, or authorized designee, Contractor must complete all work associated with the project. If Contractor fails to complete the project to the satisfaction of City within the mutually agreed to timeframe, Contractor shall owe the City \$250 per day that the project is past due. If Contractor has not made significant progress by the project deadline, as determined by the Fire Chief, Public Works Manager, or authorized designee, Contractor forfeits the bid and City will award the bid to the next lowest, qualified bidder. Forfeiture of three (3) or more bids within a 12 month period will result in removal from the "Approved Contractors List."
- D. Weed growth shall be removed as close to fences, hedges, trees and structures as is practical without causing damage to said fences, hedges, trees and structures.
- E. Abatement activities shall be performed in such a manner as to minimize inconvenience to adjacent residents/motorists.

- F. Contractor shall provide necessary personnel, equipment, and supplies to accomplish the requested weed abatement and related services, within the specified job performance timelines.
- G. Upon bid award, City will provide any weed abatement maps needed to accomplish the work.
- H. City will assist the Contractor in planning and outlining the required work.
- I. The minimum services requested herein are as follows:

- 1. Disking

Weed abatement by disking shall be accomplished by cultivating with a double-throw disk at sufficient depth the turning and loosening of the soil, in order to place all weeds under the soil surface. Disking is the plowing of weeds using reasonable care so as not to disturb under/over ground utilities, fencing, buildings, equipment, supplies or adjoining land. The requirement for the finished product shall be clearance between the property that has the debris and other adjoining parcels of land.

- 2. Cross Disking

Where the nature of the soil is such that it is not receptive to the cutting edge of the disks, the area shall be cross-disked to reduce the magnitude of any exposed combustibles.

- 3. Standard for Disk Clearing

- i. Disked height shall be 3 inches or less.
- ii. Disk and mow rate must include the cost of any handwork required to remove hazards along fence lines, around trees, etc.
- iii. All rates must include any hauling or disposal fees.

- 4. Dust Control

It shall be the Contractor's sole responsibility to comply with Federal, State and Local laws, Regulations and Ordinances

including but not limited to South Coast Air Quality Management Division Rule 403.

5. Handwork and Hauling

Whenever it is impractical by reason of topography, location of trees, sprinkler systems, shrubbery, buildings, fences or type of vegetation cover to disk and, when authorized by the Fire Chief, or an authorized designee, the vegetation shall be removed or thinned by handwork.

6. Handwork includes:

- i. Light grass
- ii. Medium brush (4 feet and under)
- iii. Heavy brush (more than 4 feet)

7. Standard for Handwork and Hauling

- i. A contract for handwork with the City of La Habra Heights will be for the sole purpose of weed abatement.
- ii. The unit price for handwork shall include full compensation for furnishing all labor, materials, tools and equipment for cutting the weeds, loading the materials into trucks and hauling them to a legal disposal site.
- iii. Handwork charges on parcels to be cleaned will include the loading and hauling of vegetative materials that are to be removed to the nearest approved site, and all disposal fees.

8. All materials hauled to the approved site shall be covered according to local codes.

9. Some parcels will only require partial cleaning. The area to be cleaned will be measured and the applicable unit rate will apply. The Fire Chief, or authorized designee, will assign partial cleaning projects.

10. If determined by the Fire Chief or authorized designee that a second cleaning or partial cleaning is necessary within six months of the first date of service,

the existing rates would apply and Contractor shall be prepared to start work upon 48 hours notice.

11. Contractor shall furnish all hand tools, power equipment and safety equipment necessary to accomplish the specified work.
12. Contractor shall stock spare replacement parts that commonly fail or are lost.
13. Contractor shall have portable water readily available and in sufficient quantity at all times for each handwork crew member.
14. Gas weed eaters with adequate supplies, parts for repairs and enough fuel for the entire day must be supplied for handwork crews.
15. Each handwork crew must have one (1) gas powered weed eater for every two employees: for example: a four (4) person crew must be supplied with two (2) weed eaters, etc.
16. A sufficient reserve of weed eaters shall be available to eliminate down time.
17. Suitable flatbed hydraulic dump trucks or trailers with high sides for hauling are to be provided throughout the handwork operation and must be operated and maintained at Contractor's expense.
18. All trimmings shall be hauled to an approved dumpsite at Contractor's expense.
19. The loading of materials removed from the lot is to be accomplished on the same day as cleaning is completed. No materials may be left on the lot for later pick up.
20. Contractor shall at all times have one (1) person responsible for the conduct and supervision of handwork crews.
21. Contractor shall at all times furnish the equipment and personnel needed to complete the required work in the most efficient manner.
22. Contractor shall ensure that all personnel comply with OSHA safety requirements at all times while working within the City.
23. Contractor shall require all personnel working on or alongside City roadways to wear reflective clothing.

24. Contractor shall obey all State and Federal laws and codes, all local ordinances and regulations and any other laws, codes, ordinances and regulations, which may apply. It is Contractor's responsibility to keep informed of relevant laws, codes, ordinances and regulations and any changes to them.

- J. The City Manager reserves the right to increase or decrease the amount of any item or portion of the work as may be deemed expedient by the Fire Chief.
- K. All clearing must meet the specifications of the City Fire Code (Fire Code included as ATTACHMENT 2) and must be inspected and approved by the Fire Chief, or authorized designee, prior to invoice payment.

TENTATIVE CALENDAR

- A. Proposals are due on **Thursday, February 27, 2014** at 3 p.m.
- B. The City will notify Contractors by **Thursday, March 6, 2014**. Selected Contractors must be willing to sign a Professional Services Agreement (see ATTACHMENT 1) with City and have all insurance requirements in place within 15 days of notification of selection.
- C. Tentative interview dates: **March 17-20, 2014**
- D. Agreements with each approved Contractor will be submitted to the City Council for approval on **Thursday, April 10, 2014**. Agreements shall be in effect for three (3) years, unless terminated earlier pursuant to the terms of said Agreement.

RFP SUBMITTAL REQUIREMENTS

- A. Cover Letter
A brief introductory letter, including Contractor's number of years in business, references for similar projects, and business locations. Clearly indicate the designated contact and authorized representative (principal-in-charge) with mailing address, business telephone, emergency telephone, e-mail, and facsimile numbers.
- B. Statement of Qualifications
A statement of qualifications and other pertinent information that shows that Contractor has the knowledge, experience, labor, and equipment needed to perform the services required herein.

C. References

At least three recent references, preferably related to Contractor's experience performing similar services in other cities.

EVALUATION & SELECTION PROCESS

- A. City will evaluate all proposals, then, if necessary, interview a limited number of the most qualified vendors. The vendor evaluation and selection process will be based on the following:

Understanding of project objectives, project approach, licenses, experience and expertise with public agencies and similar types of work.	40%
Quality and completeness of submitted proposal.	10%
Availability to provide services in terms of equipment and labor	20%
Availability to meet scheduling requirements	25%
Results of Reference Checks	5%

- B. City reserves the right to select or reject any and all Contractors who submit responses, to waive minor defects or technicalities contained in responses, or to solicit new Statement of Qualifications (SOQ) responses on the same project or on a modified project which may include portions of the originally proposed project as City may deem in its best interest.

SUBMITTAL REQUIREMENTS AND CONTACT INFORMATION

Proposer shall submit one (1) bound, fully executed original, five (5) bound copies, and one (1) un-bound copy of the complete proposal [a total of 7 documents]. In addition, a computer disk containing an electronic copy of the proposal in Microsoft Word and all completed proposal forms in Microsoft Excel formatted for a PC, shall be submitted in a sealed package. Proposals must be printed on 8 ½" x 11" paper. All pages shall be consecutively numbered; although, each section may start with a new page number if proceeded with the section number (e.g., Page 2-1 for the first page of Section 2).

The package should be clearly labeled:

Proposals are to be submitted inside a large envelope or box marked on the outside with "**Weed Abatement/Tree Trimming/Tree Removal**".

Request For Proposals For
Weed Abatement/Tree Trimming/Tree Removal Services

Name of Proposer:
Address:
Contact Person:
Telephone Number:
Fax Number:
E-mail:

The proposal may be mailed or hand delivered to:

City of La Habra Heights
City Clerk's Office
1245 N Hacienda Road
La Habra Heights, CA 90631

**ALL PROPOSALS MUST BE RECEIVED, AT THE CITY CLERK'S
OFFICE, NO LATER THAN 3:00 P.M. ON THURSDAY, FEBRUARY 27
2014. NO LATE OR FAXED PROPOSALS WILL BE ACCEPTED. POST
MARKS WILL NOT BE ACCEPTED AS PROOF OF RECEIPT.**

INQUIRES

Contractors are encouraged to promptly notify the City in writing, of any apparent major inconsistencies, problems, or ambiguities in the Scope of Service.

Any requests for clarification or other questions regarding this RFP from qualified vendors must be submitted in writing or via email by **Wednesday, February 12, 2014** to the addresses shown below:

City of La Habra Heights
City Clerks Office
1245 N Hacienda Road
La Habra Heights, CA 90631

Grace Andres Email: grace@lhcity.org . Fax: 562-694-4410 Telephone: 562-694-6302 ext. 222	Nicholle Hornsby E-mail: nhornsby@lhcity.org Fax: 562-694-4410 Telephone: 562-694-6302 ext. 328
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Request For Proposals For
Weed Abatement/Tree Trimming/Tree Removal Services

Reponses will be provided via an addendum posted on the City's Website on
Wednesday, February 19, 2014.

STANDARD CONTRACT

The City of La Habra Heights standard agreement for professional consulting services is included herein as ATTACHMENT 1. The City of La Habra Heights reserves the right to amend or alter the agreement template at its discretion.

ATTACHMENTS

1. STANDARD CONTRACT
2. FIRE CODE
3. BID REQUEST FORM

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT (City of La Habra Heights/ *Company or Individual*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of La Habra Heights, a California municipal corporation ("City"), and _____ *[enter consultant (company's) name]* a _____ *[insert consultant's state of incorporation]*, _____ *[enter consultant's legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company]* ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: _____ *[insert description of consultant's services]*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's _____ *[enter consultant's proposal date]* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's _____ *[insert date fee schedule submitted to City]* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": _____.
- 3.4 "Expiration Date": _____.

4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. **CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of _____ Dollars (\$_____,_____) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. _____ ***[enter name of project administrator]*** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

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

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.

- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

[The City's Risk Manager should evaluate each agreement and determine how much insurance to require. The \$1 million figures below are very general minimum recommendations and will not be sufficient in many cases.]

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- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

****ALTERNATE LANGUAGE:**

Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage. *[If consultant is a limited liability company, insert "General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds."]*

- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

****ALTERNATE LANGUAGE**

Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- 11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

****ALTERNATE LANGUAGE**

Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

Errors & Omissions Insurance should be required whenever professional services are being provided – such as the services of engineers, architects, licensed surveyors, doctors, etc.

Paragraph 11.1.4 can be deleted from contracts for other services.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of

subrogation against the City.

11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service

during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of La Habra Heights
1245 North Hacienda Road
La Habra Heights, CA 90631
Phone: (562) 694-6302
Fax: (562) 694-4410

If to Consultant:

Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Telephone: () ____-____
Facsimile: () ____-____

With courtesy copy to:

Jenkins & Hogin, LLP
Manhattan Towers
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266
T: (310) 643-8448
F: (310) 643-8441

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such

party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into 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. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

19 PREVAILING WAGE LAW

- 19.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more,

Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”

City of La Habra Heights

By _____

[Name] Mayor

Date: _____

“Consultant”

Name of Company or Individual

By: _____

Name, Level of Officer e.g., Vice President

Date: _____

By: _____

Date: _____

Note that it takes two signatures to bind a corporation. If a contractor does not wish to provide a second signature, the City can accept one signature and a resolution of the Board of Directors of the corporation, with two signatures on the resolution, authorizing the person who signed the agreement to sign for and bind the corporation.

Attest:

By _____

Shauna Clark, City Clerk

Date: _____

Approved as to form:

By _____

Christi Hogin, City Attorney

EXHIBIT A
SCOPE OF WORK

**EXHIBIT B
FEE SCHEDULE**

ATTACHMENT 2
CHAPTER 4.4 FIRE CODE

Chapter 4.4 Fire Code

Prior legislation: Ords. 2008-01 and 2009-02.

4.4.10 Purpose of this Chapter

This Chapter serves as the City of La Habra Heights Fire Code. (Ord. 2013-06 § 1 (Exh. A); Ord. 2010-06 § 1 (Exh. A))

4.4.20 Introduction

A. **Adopt Los Angeles Fire Code.** Except as hereinafter provided in this Chapter, Title 32, Fire Code, of the Los Angeles County Code, as amended and in effect January 1, 2014, which constitutes an amended version of the 2013 Edition of the California Fire Code, is hereby adopted by reference as if fully set forth and shall constitute and may be cited as the Fire Code of the City of La Habra Heights.

B. **No Effect on Fees.** Notwithstanding any references within the Los Angeles County Code to the contrary, no provision in the Los Angeles County Code that sets the actual dollar amount of any fee is enforceable in the City. The City may, however, adopt a resolution to establish fees that are authorized by the Los Angeles County Code. Any fee which was in effect in the City at the time of the adoption of the ordinance codified in this chapter need not be re-adopted by resolution, and shall continue in effect, and remain unadjusted in amount unless and until the City Council adopts a resolution repealing the fee or establishing a different fee.

C. **References in Documents and Continuing Legal Effect.** References to prior versions of the California Fire Code, the Los Angeles County Code, or the La Habra Heights Municipal Code that are amended or renumbered in this Municipal Code, that are cited on notices issued by the City or other documents of ongoing or continuing legal effect, including specifically resolutions adopting or imposing fees or charges, until converted, are deemed to be references to the new counterpart 2013 Fire Code, Los Angeles County Code, or amended Municipal Code sections for the purposes of notice and enforcement. The provisions adopted herein shall not in any manner affect deposits, established fees or other matters of record which refer to, or are otherwise connected with, ordinances which are specifically designated by number, code section or otherwise, but such references shall be deemed to apply to the corresponding provisions set forth in the code sections adopted or amended hereby.

D. **Municipal Code Controls.** In the event of any conflict between the provisions of the California Fire Code, 2013 Edition, Title 32 of the Los Angeles County Code and any amendment to the Fire Code contained in the City of La Habra Heights Municipal Code, the provisions contained in the Municipal Code shall control.

E. **County Code with City Clerk.** A copy of Title 32 of the Los Angeles County Code and a copy of the California Fire Code, 2013 Edition, shall be at all times maintained by the City Clerk for use and examination by the public. (Ord. 2013-06 § 1 (Exh. A); Ord. 2010-06 § 1 (Exh. A))

4.4.30 Very High Fire Hazard Severity Zone

The following amendments have been made to Title 32 of the Los Angeles County Code:

A. **Entire City Designated as Very High Fire Hazard Severity Zone.** The City Council has designated every parcel within the boundaries of the City as being located in a Very High Fire Hazard Severity Zone as defined in Section 51175 et seq. of the Government Code.

B. **Powers of Chief to Impose Restrictions.** Nothing in this Chapter is intended to limit the powers of the Fire Chief to impose more restrictive fire and public safety requirements as otherwise authorized by law. In addition, the Fire Chief is empowered to mandate a curtailment of certain activities during periods where the risk of fire, including wildfire, is higher than normal. (Ord. 2013-06 § 1 (Exh. A); Ord. 2010-06 § 1 (Exh. A))

4.4.40 Prohibited Activities

A. **Storage of Hazardous Materials.** The following regulations govern the storage of hazardous materials, including those materials and chemicals that are flammable:

1. All combustible and/or hazardous materials shall be stored in proper containers with legible content labels.
2. Any person who handles or stores or intends to handle or store hazardous materials that require permits from County, State, and/or Federal governments shall obtain and keep current any applicable permit pursuant to the requirements of Federal, State, and/or County regulations. This provision does not apply to household products available for public sale.
3. No person or business shall store any hazardous materials regulated by this Chapter until a Hazardous Materials Permit has been issued from the County of Los Angeles and approved by the City of La Habra Heights Fire Department.
4. All installation, construction, repair or modification, closure, and removal of hazardous materials storage facilities shall be to the satisfaction of the Fire Chief. The City shall have the discretion to impose reasonable additional or different requirements in order to better secure the purpose and general obligation of this Chapter for protection of public health, safety and welfare.
5. All flammable materials must be removed from gutters, roof areas, and eaves. Firewood, lumber, flammable chemicals or other combustible materials shall not be stored next to any structure.

B. **Other Prohibited Activities.**

1. **Open Fires.** Outdoor fires, including fires set for the burning of rubbish, debris, vegetation, or any other materials, are prohibited. Outdoor cooking is allowed if within a barbeque or an enclosed pit of lava rocks fed by natural gas.
2. **Fireworks.** The possession, sale, discharge, firing or use of any fireworks is prohibited.
3. **Explosives.** No person shall store or keep for sale within the City any gunpowder, giant powder or blasting powder in quantities greater than five (5) pounds. Caps of the type used for detonating explosives shall not be brought into or stored within the City without prior written approval of the Fire Department. This Subsection does not apply to loaded cartridges, shells or powder in shells.
4. **Smoking.** No person shall smoke within an area set aside for public use. Public use areas may include, but are not limited to, civic facilities, parks, open space areas, and trails. Such activities may also be prohibited by signage or other means and in vehicles using public and private roads during those periods identified by the Fire Chief as being high fire hazard periods.
5. **Tampering with Fire Suppression/Detection Devices.** No person shall tamper with fire detection and/or suppression equipment, including, but not limited to: sprinklers, alarms, fire extinguishers and signs.
6. **Arson/Negligence.** The activities listed in this Subsection shall, at a minimum, constitute misdemeanors and may be prosecuted as felony offenses to the extent permitted by State law:
 - a. Any person who individually or through another willfully, negligently, or in violation of law sets a fire or allows a fire to be set other than in a barbeque or enclosed fire pit of lava rocks fed by natural gas;
 - b. Any person who allows a fire to escape from his or her control;

- c. Any person who allows any hazardous materials to be handled, stored or transported in a manner not authorized by law;
- d. Any person who neglects to properly comply with any written notice of the Fire Chief or his/her designee.

7. **Unsafe Structures.** The ownership or maintenance of any structure that has characteristics that constitute a fire hazard is prohibited. (Ord. 2013-06 § 1 (Exh. A); Ord. 2010-06 § 1 (Exh. A))

4.4.50 Weed Abatement

A. **Property Owner Responsibilities.** Every person who owns or is in possession of any property within the City of La Habra Heights shall, at their own expense, maintain their property free from any growth of weeds that constitutes a fire hazard.

B. **Habitat Authority.** The City shall also monitor the diligence of Puente Hills Landfill Native Habitat Preservation Authority (or that of any successor agency) with regard to brush clearance and fire prevention activities on their properties within and adjacent to the City.

C. **Abatement Procedures.** In order to reduce fire hazards and nuisances associated with weeds, refuse, rubbish and dirt upon or in front of private property, the City Council may conduct proceedings pursuant to Article 2 of Chapter 13 of Part 2 of Division 3 of Title 4 of the California Government Code (Section 39560 et seq.). Such proceedings may include requiring abatement of fire hazards throughout the City, entering upon property and performing abatement where the private property owner does not abate, and placing a lien on the property to recover costs. Without notice, the Fire Chief may also summarily abate weeds and hazardous growth on private property that in any way hinders emergency access, and charge the property owner for the costs of the abatement. (Ord. 2013-06 § 1 (Exh. A); Ord. 2010-06 § 1 (Exh. A))

4.4.60 Live Vegetation Control Measures

The following requirements shall apply:

A. **Removal of Flammable Vegetation.** All flammable vegetation must be removed from gutters, roof areas, and eaves.

B. Tree limbs must be trimmed for a minimum distance of ten (10) feet from any chimney or stovepipe. Any dead limbs or vegetation hanging over roofs must also be removed.

C. **Wooden or Combustible Fences.** All flammable materials must be removed within ten (10) feet of any wooden or combustible fence.

D. **Emergency Vehicle Access.** No property owner may allow any portion of any vegetation on his/her property to interfere with street and emergency vehicle access, regardless of whether the access is along a street, along a private residential access road. Vegetation must be trimmed back a minimum distance of three (3) feet from the edge of pavement. Vegetation must also be trimmed to a minimum height of thirteen (13) feet six (6) inches above the street pavement. The Fire Department may provide written notice to the property owner requiring vegetation to be trimmed for a specified additional distance where the Fire Department determines that the vegetation would otherwise interfere with street or emergency vehicle access. If the property owner fails to maintain the clearance requirements the City may abate the nuisance without further notice at the property owners' expense. This Subsection shall not apply to cultivated ground cover such as green grass, ivy, succulents, or similar plants used as ground covers; provided, that they do not form a means of readily transmitting fire. (Ord. 2013-06 § 1 (Exh. A); Ord. 2010-06 § 1 (Exh. A))

4.4.70 Fuel Modification Zones

A. **Fuel Modification Zones.** Specific zones of a property are subject to fuel modification requirements with regard to the planting of vegetation. These fuel modification requirements are designed to lessen the potential for wildfire. Fire fuel modification zones will be installed and maintained around all structures pursuant to the following fuel modification zone requirements and as shown in Exhibit 4-1:

1. Zone A extends to a minimum of thirty (30) feet from any structure. This zone is the fuel modification "wet zone" requiring fire resistant vegetation and irrigation systems. Land within this zone must be free of debris, dead wood, branches touching the ground, and other dry or dead vegetation.
2. Zone B extends from Zone A to a minimum of one hundred (100) feet from any structure, regardless of where such structure is located plus any area within twelve (12) feet of the edge of the pavement on any public road or private residential access road. This zone requires either fire resistant and irrigated landscaping or other plant materials (including native species) thinned by a minimum of fifty (50) percent. Land within this zone must be free of debris, dead wood, branches touching the ground, and other dry or dead vegetation.
3. Zone C extends from Zone B to a minimum of two hundred (200) feet from any structure, regardless of where such structure is located. This zone requires either fire resistant and irrigated landscaping or other plant materials (including native species) thinned by a minimum of thirty (30) percent. Land within this zone must be free of debris, dead wood, branches touching the ground, and other dry or dead vegetation.

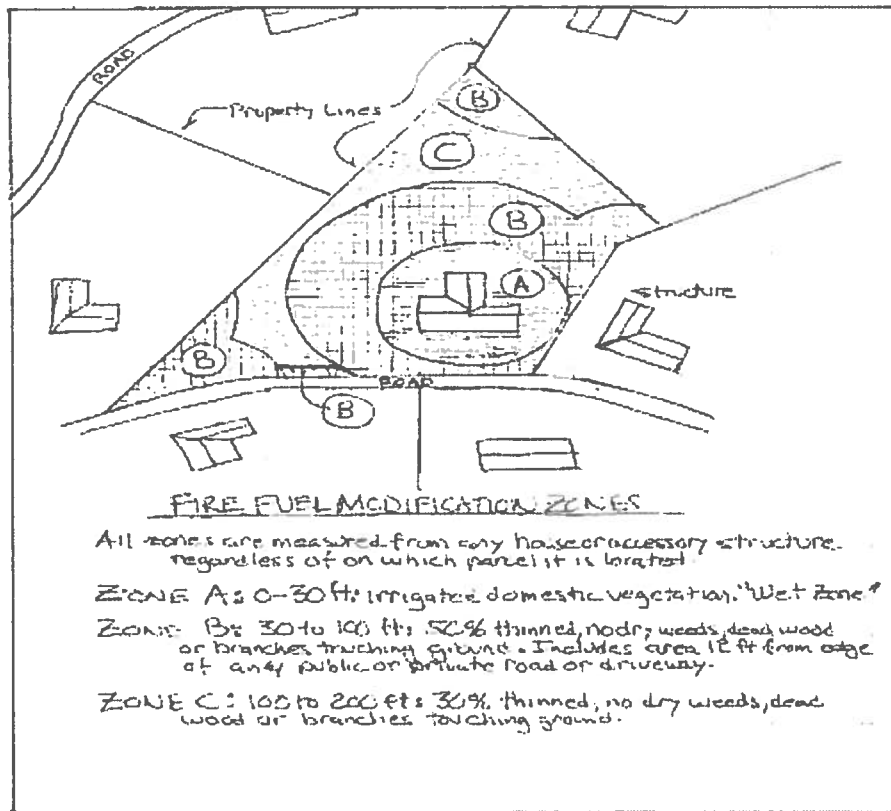


Exhibit 4-1 Fuel Modification Zones

B. **Nonconforming Landscaping.** Nonconforming landscaping related to fuel modification zones must be replaced in order to conform to current regulations. (Ord. 2013-06 § 1 (Exh. A); Ord. 2010-06 § 1 (Exh. A))

4.4.80 Development Standards

The following development standards related to fire prevention and suppression shall be applicable to all new development and significant remodels in the City:

A. Fully Automatic Fire Sprinklers Required. An interior fully automatic fire sprinkler system shall be installed in all of the following buildings, or portions of buildings, unless it is established to the satisfaction of the Fire Chief that the installation of such interior fire sprinkler system would impose an undue burden and the absence of an interior fire sprinkler system would not significantly increase the fire risk or hazard:

1. Any new residence, detached habitable structure, or commercial structure regardless of the construction materials.
2. Existing and new portions of an existing building when more than twenty-five (25) percent of the existing roof structure is replaced by the addition of a second story, more than seventy-five (75) percent of the existing roof structure is replaced, or floor area is increased by more than seventy-five (75) percent.
3. Any residential addition(s), including attached or detached garages, attics, second stories, or other living areas, exceeding one thousand (1,000) square feet of floor area in any twelve (12) month period.
4. Any structure in which more than fifty (50) percent of the existing drywall is removed or disturbed.
5. That portion of any structure having more than one thousand (1,000) square feet of ceiling area removed or disturbed.
6. Any attic area greater than fifty (50) square feet in floor area with a roof pitch greater than six (6) feet in twelve (12) linear feet.

B. Automatic Natural Gas Seismic Shut-Off Valves. All habitable structures must be equipped with automatic natural gas seismic shut-off valves.

C. New development applications must demonstrate that there is adequate fireflow to meet the projected demand associated with the proposed development.

D. Fireflow Requirement.

1. The Fire Department shall review the results of the La Habra Heights County Water District fireflow and fire hydrant tests on an annual basis and maintain a record of the results.
2. The Fire Department shall review all development plans to ensure that construction methods and activities are in accordance with recognized fire prevention and suppression standards.
3. No Building Permit may be issued prior to receipt by the Community Development Department of a La Habra Heights City Fire Department certificate stating that a minimum fireflow of seven hundred fifty (750) GPM is available at a fire hydrant safely accessible to the Fire Department located not over six hundred (600) paved roadway feet from the proposed residential structure or that the required fireflow for all proposed structures other than residences is adequate. The following exceptions to the requirements of this Section shall apply:
 - a. The City Council may waive the fireflow requirements when the City Council upon recommendation of the Fire Department finds that there are sufficient alternate sources of water available to adequately protect existing and proposed structures. In waiving the fireflow requirement, the City Council may attach such conditions to the waiver as it deems necessary to protect the public health, safety, and welfare.

b. Either of the following is exempt from the requirements of this Subsection:

- i. Additions to existing residential structures not exceeding one thousand (1,000) square feet in area in any twelve (12) month period.
- ii. Alterations or repairs to existing residential structures in any twelve (12) month period not exceeding fifty (50) percent of the value of existing structures, accessory buildings to existing dwellings, and agricultural areas.

4. The City Council may establish further exceptions to the fireflow requirements when acting on the recommendation of the Fire Chief that such exceptions will be adequate to protect health and safety without requiring excessive public or private expenditures. (Ord. 2013-06 §§ 1 (Exh. A), 4; Ord. 2012-01 § 1; Ord. 2010-06 § 1 (Exh. A))

4.4.90 Violations/Penalties

A. Criminal Violations. Any person or entity that violates any provision of this Chapter (the City of La Habra Heights Fire Code), which is punishable as a felony, will be prosecuted as such pursuant to the California Penal Code. Any person or entity that otherwise violates any provision of this Chapter is guilty of a misdemeanor which shall be punishable pursuant to the procedures set forth in Article 8 of the La Habra Heights Municipal Code unless such violation is otherwise declared to be an infraction. Any person who engages in any of the activities identified in Section 4.4.40 is liable for the expense of fighting any resulting fire, or for the expense incurred during a hazardous materials incident. Any such expense shall be a charge against that person and this charge shall constitute a debt and will be collectible by the public agency incurring the expense.

B. Citations. The City Manager and his/her designee and the Fire Chief and his/her designee shall have the authority and duty to enforce the provisions of the Fire Code pursuant to the California Penal Code. The Fire Chief and his/her designees may make arrests for felony or misdemeanor violations of the Fire Code. The City Manager and/or the Fire Chief (including their designees) may issue citations for infractions or misdemeanor violations of the Fire Code or other related provisions of the Municipal Code.

C. List of Designated Infractions. The activities listed below shall constitute infractions of the Fire Code unless a greater penalty is provided for under other applicable law. Every infraction is punishable in such manner, and to such extent, as is provided by Article 8 of the La Habra Heights Municipal Code.

1. Failure to obtain proper and/or required permits.
2. Failure to properly identify, store, or label hazardous material containers.
3. Failure to maintain required address numbering.
4. Violations of regulations governing fire road and fire-breaks.
5. Obstructing access to or failure to clear passage of a roadway.
6. Trespassing on a closed road.
7. Maintaining a fire alarm system in a manner that does not prevent false alarms.
8. Failure to notify the Fire Department of a fire, hazardous spill or other emergency.
9. Tampering with a fire hydrant.
10. Failure to display welding warning signs.

11. Failure to use asphalt kettles properly.
 12. Improper use of window- or door-locking devices that interfere with emergency response.
 13. Failure to identify required emergency exits within a building and/or failure to conform to sign illumination requirements.
 14. The improper/illegal storage of materials under stairways.
 15. Violation of property maintenance requirements governing vegetation clearance.
 16. Failure to display or maintain "No Smoking" sign(s) when required.
 17. Improper disposal of hazardous, burning or dangerous materials. (Ord. 2013-06 § 1 (Exh. A); Ord. 2010-06 § 1 (Exh. A))
-

The La Habra Heights Municipal Code is current through Ordinance 2013-06, passed November 14, 2013.

Disclaimer: The City Clerk's Office has the official version of the La Habra Heights Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

**ATTACHMENT 3
BID REQUEST FORM**

TASK ORDER: _____

CASE NUMBER: _____

CITY OF LA HABRA HEIGHTS WEED ABATEMENT SERVICES BID REQUEST

Please complete this form and provide bid proposals with a **NOT TO EXCEED** price that includes all material and labor cost. Fax proposals and bid request forms to 562-694-4410.

Date: _____

Bid Due date: _____ and must be received by 3:00 p.m.

Address/Location: _____

Parcel Number: _____

Please refer to La Habra Heights Municipal Code Section 4.4.60 and 4.5.20

1. **CUT, REMOVE, AND HAUL AWAY:** All excessive overgrowth of vegetation, dead vegetation, decayed or diseased tree, and dry palm fronds (in the tree and on the ground) must be cut, removed, and hauled away. Vegetation on roofs, eaves, and gutters must be cut, removed, and hauled away. Any parts of a tree that is within ten (10) feet of a chimney must be cut, removed, and hauled away. Clearance is required on the entire parcel. No dry vegetation can be left on the property.
2. **ROADWAY CLEARANCE:** All vegetation must be kept back a minimum of three (3) feet from the edge of pavement, unless specified otherwise, and a clearance of thirteen (13) feet and six (6) inches above the road or private driveway is required.
3. **REMOVAL OF ILLEGAL DUMPING:** Any solid waste, green waste, bulky item, demolition and construction waste, and any discarded furniture, home or industrial items dumped must be removed.
4. Work must be completed within **SEVEN WORKING DAYS** (Monday - Saturday) of bid award. Failure to complete work within the specified timeframe will result in forfeiture of the bid award, past due penalties, and/or possible removal from the Approved Contractors List. Only accept the award if you can complete the work in the specified timeframe.
5. The vendor must call the City when the work is completed. If the City needs to re-inspect the site two (2) or more times, a \$50.00 re-inspection charge per inspection will be deducted from the invoice price. Contractors will not be paid until the work is deemed complete by the City.
6. Should the property owner(s) fully abate the property(ies) before the bid work begins, the bid award is null and void.

If awarded this bid, I, _____, understand my and my company's obligations, as outlined above and presented in my company's Professional Service Agreement with the City.

Estimator Name (sign)

Estimator Name (print)

Company

Date

EXHIBIT B

TASK ORDER NO. ____

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2011)

This Task Order No. ____ ("Task Order") is made and entered into by and between the City of La Habra Heights, a municipal corporation ("City"), and [Consultant], _____ ("Consultant").

RECITAL

City and Consultant entered into an agreement entitled Master Professional Services Agreement ("Agreement"), by which the Consultant agreed to perform weed abatement services in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.
2. **SCOPE OF TASK ORDER.** Consultant shall perform the services described in Exhibit A to the Agreement and incorporated herein by reference, in accordance with the terms and conditions of the Agreement.
3. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the fee schedule, attached hereto as Exhibit 1 and incorporated herein by reference.
4. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF LA HABRA HEIGHTS

CONSULTANT

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____