



PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

BOARD OF DIRECTORS

ROBERT E. ALVARADO

Division 1

DON WILSON

Division 2

GLORIA DIZMANG

Division 3

KATHY MAC LAREN

Division 4

VINCENT DINO

Division 5

DENNIS D. LaMOREAUX

General Manager

ALESHIRE & WYNDER LLP

Attorneys

December 5, 2019

AGENDA FOR A MEETING OF THE RESOURCE AND FACILITIES COMMITTEE OF THE PALMDALE WATER DISTRICT

**Committee Members: Kathy Mac Laren-Chair, Robert Alvarado
to be held at the District's office at 2029 East Avenue Q, Palmdale**

TUESDAY, DECEMBER 10, 2019

3:00 p.m.

NOTE: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Dawn Deans at 661-947-4111 x1003 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale (Government Code Section 54957.5). Please call Dawn Deans at 661-947-4111 x1003 for public review of materials.

PUBLIC COMMENT GUIDELINES: The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to carry out its meeting will not be permitted, and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Roll call.
- 2) Adoption of agenda.
- 3) Public comments for non-agenda items.
- 4) Action Items: (The public shall have an opportunity to comment on any action item as each item is considered by the Committee prior to action being taken.)



- 4.1) Consideration and possible action on approval of minutes of meeting held October 8, 2019.
- 4.2) Consideration and possible action on a recommendation declaring District vehicles as surplus and offering same for sale and/or lease returns. (Potential revenue – Facilities Manager Bligh)
- 4.3) Consideration and possible action on a recommendation regarding Resolution No. 19-18 being a Resolution of the Board of Directors of the Palmdale Water District Approving Waiver of the District's Bid Procurement and Change Order Policy for the construction of the Water Conservation and Education Garden at 2005 East Avenue Q, Palmdale. (No Budget Impact – Resource & Analytics Supervisor Bolanos)
- 4.4) Consideration and possible action on a recommendation regarding authorizing staff to enter into a contract for the construction of the Water Conservation and Education Garden at 2005 East Avenue Q, Palmdale. (\$118,895.00 – Budgeted – Resource and Analytics Supervisor Bolanos)
- 5) Information Items.
 - 5.1) Status of 2019 State Water Project allocation use. (Resource and Analytics Director Thompson II)
 - 5.2) Status on Littlerock Reservoir Sediment Removal Project. (Project Manager Thompson)
 - 5.3) Status on the Upper Amargosa Recharge Project. (General Manager LaMoreaux)
 - 5.4) Status on Palmdale Regional Groundwater Recharge and Recovery Project. (Engineering/Grant Manager Rogers)
 - 5.5) Other.
- 6) Board members' requests for future agenda items.
- 7) Date of next Committee meeting.
- 8) Adjournment.



MICHAEL A. WILLIAMS,
Finance Manager

DDL/MAW/dd

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: December 4, 2019 **December 10, 2019**
TO: RESOURCE AND FACILITIES COMMITTEE **Committee Meeting**
FROM: Mr. Chris Bligh, Facilities Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 4.2 – CONSIDERATION AND POSSIBLE ACTION ON A RECOMMENDATION DECLARING DISTRICT VEHICLES AS SURPLUS AND OFFERING SAME FOR SALE AND/OR LEASE RETURNS. (POTENTIAL REVENUE – FACILITIES MANAGER BLIGH)***

Recommendation:

Staff recommends the surplus and either sale or lease return of several District vehicles.

Alternative Options:

The Board can choose to not surplus these vehicles.

Impact of Taking No Action:

The District would keep inefficient vehicles in their fleet.

Background:

The following vehicle is recommended for surplus and auction:

- Truck V-04: 1991 Ford F800 Dump Truck

The following vehicles are recommended for surplus and lease return:

- Truck V-007: 2002 Ford F-150 Pickup Truck
- Truck V-017: 1995 Ford SD Utility Truck
- Truck V-022: 1996 Ford F-150 Pickup Truck
- Truck V-035: 2002 Ford F-150 Pickup Truck
- Truck V-084: 2004 Chevy 1500 Pickup Truck
- Truck V-099: 2007 Chevy 1500 Pickup Truck
- Truck V-110: 2007 Chevy Colorado Pickup Truck
- Truck V-113: 2008 Ford F-150 Pickup Truck

Strategic Plan Element:

This work is part of Strategic Element 3 – Systems Efficiency.

This item directly relates to the District’s Mission Statement.

Budget:

The impact to the Budget will be positive depending on the sale/lease return of the vehicles.

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: December 4, 2019 **December 10, 2019**
TO: RESOURCE AND FACILITIES COMMITTEE **Committee Meeting**
FROM: Claudia Bolanos, Resource and Analytics Supervisor
VIA: Mr. Peter Thompson II, Resource and Analytics Director
Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 4.3 – CONSIDERATION AND POSSIBLE ACTION ON A RECOMMENDATION REGARDING RESOLUTION NO. 19-18 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT APPROVING WAIVER OF THE DISTRICT’S BID PROCUREMENT AND CHANGE ORDER POLICY FOR THE CONSTRUCTION OF THE WATER CONSERVATION AND EDUCATION GARDEN AT 2005 EAST AVE Q, PALMDALE. (NO BUDGET IMPACT – RESOURCE & ANALYTICS SUPERVISOR BOLANOS).***

Recommendation:

It is recommended that the Resource and Facilities Committee recommend approval of Resolution No. 19-18 Approving Waiver of District Bid Procurement and Change Order Policy for the construction of the Water Conservation and Education Garden.

Alternative Options:

Requests for Proposals could be issued for the construction of the Water Conservation and Education Garden.

Impact of Taking No Action:

Construction of the Water Conservation and Education Garden will be delayed.

Background:

The Water Use Efficiency team worked with local landscaping professionals, GreenBee Nursery and Denise K. Designs, who donated their time and expertise to help bring a plan together for a Water Conservation and Education Garden. This effort has been going on for roughly two years. GreenBee Nursery and Denise K. Designs are both prominent local businesses that have done excellent work in developing landscapes for customers participating in PWD’s Water Wise Landscape Rebate Program.

RESOURCE AND FACILITIES COMMITTEE
PALMDALE WATER DISTRICT

VIA: Mr. Peter Thompson II, Resource and Analytics Director
Mr. Dennis D. LaMoreaux, General Manager

December 4, 2019

Due to the combination of GreenBee Nursery and Denise K Design's willingness to engage in the long task of conceptualizing the design for the garden and their demonstrated expertise in developing proven Water Wise landscapes, staff is recommending that the Board approve Resolution No. 19-18. This will allow staff the opportunity to expeditiously enter into a contract with GreenBee Nursery for the construction of the proposed Water Conservation and Education Garden.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 5 – Regional Leadership.
This item directly relates to the District's Mission Statement.

Budget:

Construction of the Water Conservation and Education Garden is under 2019 Budget Item No. 1-07-4190-500.

Supporting Documents:

- Resolution No. 19-18 being a Resolution of the Board of Directors of the Palmdale Water District Approving Waiver of District Bid Procurement and Change Order Policy.
- Water Conservation and Education Garden PowerPoint presentation.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE
WATER DISTRICT APPROVING WAIVER OF DISTRICT BID
PROCUREMENT AND CHANGE ORDER POLICY
RESOLUTION NO. 19-18**

WHEREAS, the Board of Directors of the Palmdale Water District (“District”) has previously adopted a Bid Procurement and Change Order Policy, as fully set forth in Appendix M of the District’s Rules and Regulations; and

WHEREAS, the District’s Bid Procurement and Change Order Policy requires solicitation of bids for any project the District undertakes which has an estimated cost in excess of \$25,000 and the subsequent letting of any contract for such a project to the lowest responsible bidder; and

WHEREAS, Section VI of the District’s Bid Procurement and Change Order Policy provides that notwithstanding that policy, all contracts for projects the District undertakes may be made or entered into upon such terms and conditions and in such manner as the Board of Directors determines is in the best interest of the District; and

WHEREAS, due to the support and effort put forth by local landscape experts, GreenBee Nursery and Denise K. Designs, that have donated their time, expertise, and have worked closely with staff for over two years to present a completed plan, staff has recommended a contract be awarded to GreenBee Nursery as the design contractor for this work; and

WHEREAS, the District has received a proposal from GreenBee Nursery for the construction of a Water Conservation and Education Garden at 2005 East Avenue Q, Palmdale, which District staff has reviewed and believes to be fair and reasonable.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE that it is in the District’s best interest to waive the District’s Bid Procurement and Change Order Policy in connection with the construction of the Water Conservation and Education Garden in an amount not-to-exceed \$118,895.00 for the construction of these improvements.

PASSED AND ADOPTED by the Board of Directors of the Palmdale Water District this 16th day of December, 2019.

Vincent Dino, President, Board of Directors

ATTEST:

Don Wilson, Secretary, Board of Directors

APPROVED AS TO FORM:

Aleshire & Wynder, LLP



PALMDALE WATER DISTRICT
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Conservation and Education Garden

WATER USE EFFICIENCY GROUP



Current View



PALMDALE WATER DISTRICT
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Water Awareness Education



PALMDALE WATER DISTRICT
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Workshops for our Public



PALMDALE WATER DISTRICT
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District Events



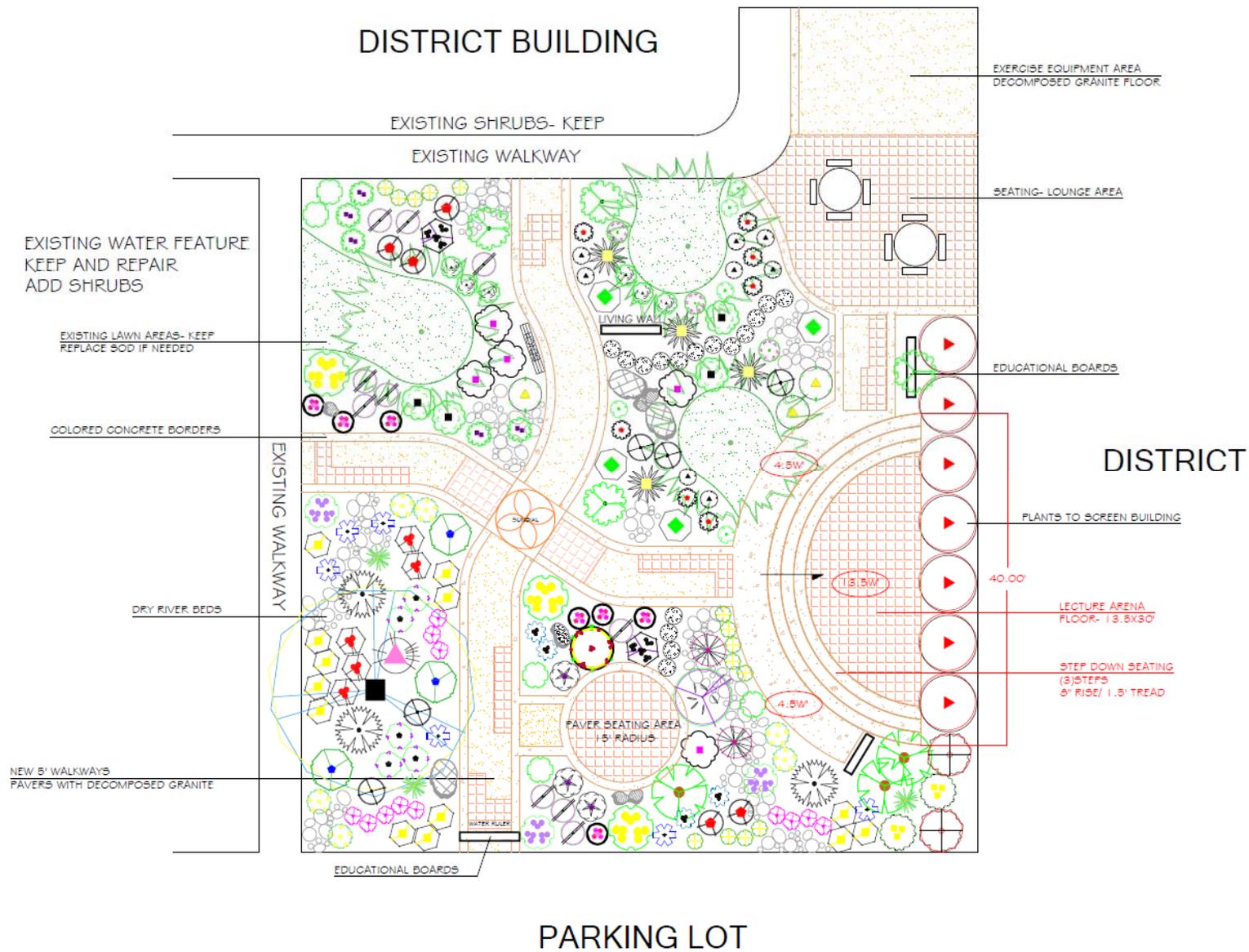
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Employee Lounge Area



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Proposed Design



Lecture Arena



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Shade Structure Example



Drought Tolerant Living Wall



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Drought Tolerant Plants



Lantana
“New Gold”



Senna
Nemophila



Perovskia
“Russian Sage”



Lantana
“American Red”



Dry Creek Bed Examples



PALMDALE WATER DISTRICT
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Memorial Garden – Phase II



PALMDALE WATER DISTRICT
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Community Partnership

- Brad Hayes – GreenBee Landscape
- Denise Keef – Denise K. Designs
- Rob Schrader- AV Garden & Turf
- AVRCD - Antelope Valley Resources Conservation District



Timeline and Cost for Phase I

- Timeline: 10 weeks from commencement to finish
- Cost: \$93,895
- In 2019 Budget





PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Thank you!



P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: December 4, 2019 **December 10, 2019**
TO: RESOURCE AND FACILITIES COMMITTEE **Committee Meeting**
FROM: Claudia Bolanos, Resource and Analytics Supervisor
VIA: Mr. Peter Thompson II, Resource and Analytics Director
Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 4.4 – CONSIDERATION AND POSSIBLE ACTION ON A RECOMMENDATION REGARDING AUTHORIZING STAFF TO ENTER INTO TO A CONTRACT FOR THE CONSTRUCTION OF THE WATER CONSERVATION AND EDUCATION GARDEN AT 2005 EAST AVENUE Q, PALMDALE. (\$118,895.00 – BUDGETED – RESOURCE AND ANALYTICS SUPERVISOR BOLANOS)***

Recommendation:

It is recommended that the Resource and Facilities Committee recommend approval of the Landscape Proposal and Agreement with GreenBee Nursery for the construction of the Water Conservation and Education Garden at 2005 East Avenue Q, Palmdale in the not-to-exceed amount of \$118,895.00 (Budgeted).

Alternative Options:

Requests for Proposals could be issued for the construction of the Water Conservation and Education Garden.

Impact of Taking No Action:

Construction of the Water Conservation and Education Garden will be delayed.

Background:

The Water Use Efficiency team worked with local landscaping professionals, GreenBee Nursery and Denise K. Designs, who donated their time and expertise to help bring a plan together for a Water Conservation and Education Garden. This effort has been going on for roughly two years. GreenBee Nursery and Denise K. Designs are both prominent local businesses that have done excellent work in developing landscapes for customers participating in PWD's Water Wise Landscape Rebate Program.

The proposed Water Conservation and Education Garden will provide a space where customers can view high quality, aesthetically pleasing, water wise landscapes that can withstand the

RESOURCE AND FACILITIES COMMITTEE
PALMDALE WATER DISTRICT

VIA: Mr. Peter Thompson II, Resource and Analytics Director
Mr. Dennis D. LaMoreaux, General Manager

December 4, 2019

Antelope Valley weather. This ties directly with promoting our Water Wise Landscaping Rebate Program. It will provide a needed educational space to gather school classes and civic groups for workshops and presentations, and it will also provide a positive example for our customers by putting Water Wise Landscape principles into practice at PWD.

Today we have the plans and the proposal for the Conservation and Education Garden that will serve as the hub for the District's water education programs.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1 - Water Resource Reliability and Strategic Initiative No. 5 – Regional Leadership.

This item directly relates to the District's Mission Statement.

Budget:

This project is under 2019 Budget Item No. 1-07-4190-500.

Supporting Documents:

- Landscape Proposal and Agreement.
- Phase 1 – Planting Plan.



2505 East Ave. Q Palmdale Ca. 93550 p.661-274-2331 f.661-274-1919 greenbeelandscape.com C27-934007

LANDSCAPE PROPOSAL AND AGREEMENT

This agreement is by and between Greenbee Landscape and Attention Claudia and Robert hereinafter called "contractor" and "owner". Attention Claudia and Robert

(Phone) (661) 947-4111

CID number PWD202 (email) ltrevino@palmdalewater.org

Job Address 2029 East avenue Q Palmdale, Ca. 93550

Cross Streets _____

Description of work: Contractor shall complete one landscape package including: all labor, materials and equipment necessary to install items described in paragraph below, at the above referenced job address, per approved plans, specifications attachments here to other.

<i>Demonstration Garden as designed including</i>		
Site preparation: Grading, demo and excavation, haul away as necessary to clear debris (3 days)		\$6,162.00
Lecture arena complete including all concrete walls, steps and pavers		\$30,912.00
App. 750 sq. ft. border and flat upper arena walkway including texture and color		\$11,250.00
App. 1045 sq. ft. Orco or equal pavers installed		\$20,900.00
16 stepping stones app. 12" X 12" sandset in planter (25 days)		\$80.00
App. 787 sq. ft. 'Spice' stabilized (Poly Pavement) decomposed granite pathways		\$3,935.00
App. 316 sq. ft. mixed size river rock ribbons set over 4" bed of pea gravel, concave app. 6" below finish grade. (Permanent and permeable, to capture water and allow for reclamation)		\$2,844.00
App. 116 lineal ft. composite edging mowstrip along all lawn borders (4 days)		\$580.00
2 24" box trees installed		\$900.00
186 5 gallon shrubs installed (4 days)		\$8,370.00
Point to point irrigation installed throughout renovated areas (3 days)		\$3,572.00
8 18-24" boulders installed, app. 1/3 buried in ground for natural look		\$640.00
Upgrade, remodel irrigation to lawn areas (MP Rotator heads, etc.) (2 days)		\$950.00
Block wall app. 8" Wide x app. 36" high x app. 40' long including smooth brown coat finish (To have the appearance of smooth concrete, like solid concrete steps/seats in arena) (4 days)		\$2,800.00
*Note- This garden is permeable throughout, including paver floor in arena, to allow for water recapture and therefore built-in drainage.		
App. 16' X 40' aluminum pergola with steel post and beam inserts customer choice color installed complete (does not include engineering or permits) (8 days)		\$25,000.00
*Note- This garden is permeable throughout, including paver floor in arena, to allow for water recapture and therefore built-in drainage.		
		<u>\$118,895.00</u>

Time for starting and completing project: Work shall commence within ten days after the last to occur of the following:

- (1) Receipt by the contractor of all necessary building permits.
- (2) Receipt by the contractor of notice from lender, lien holder and/or title company (if any) that all documents required to be recorder prior to commencement of construction have been properly recorded.
- (3) Owner has complied with all terms and conditions of the agreement to date.
- (4) Receipt of all construction funds by escrow or funding control (if any).

Accepted by: _____
Owner/Buyer signature Date

Accepted by: _____
Brad Hayes, President, Greenbee Landscape, Inc. Date

TERMS AND CONDITIONS

LICENSING: Contractor is duly licensed under the law and statutes of the State of California.

Contractors are required by law to be licensed and regulated by the contractor's State license board. Any questions concerning contractor may be referred to the Registrar, Contractor's State license Board, P.O. Box 26000, Sacramento, California, 95826.

EXCLUSIONS AND QUALIFICATIONS:

A reasonable allowance on all dimensions shall be allowed.

Site will be received free of debris and ready to commence work. This contract provides for no import, export, or movement of soil unless indicated here:

Contractor: _____ Date: _____
Owner: _____ Date: _____

ABILITY TO PAY: The owner warrants and represents that they have sufficient funds to pay the contract price and for all extra work which may be ordered by the owner or his representatives and the owner will do everything possible to expedite payments.

ADDITIONAL WORK: Should the owner, or any of his agents, direct or request additional work not shown on the attached plans and specifications for a contracted job to the Contractor, the cost of such additional work shall be added to the contracted amount by a signed change order by both parties and paid by the owner as agreed. Contractor shall be reimbursed for any unusual or unknown conditions, i.e., rock, high water table, etc.

RIGHT TO STOP WORK: Contractor shall have the right to stop work if any payment not in dispute shall not be made to him under this agreement. Contractor may keep the job idle until all payments due have been received. Such action by Contractor shall not, in any manner, be deemed a breach of this contract by Contractor.

DELAYS: Contractor shall be excused for any delays or defaults by him in the performance of this agreement caused by acts of the Owner or the Owner's agent, acts of any governmental authority, acts of God, the elements, war conditions, commercial shortages of required labor or materials, commercial shortages of required labor or materials, litigation, labor disputes, extra work, failure of the owner to make payments when due promptly, or other contingencies unforeseeable by or beyond the control of the Contractor.

7.0 CONTRACTOR RESPONSIBILITIES:

7.10 LIENS: Contractor will be responsible for discharging all liens filed as a result of the work, providing the Contractor has been paid in full.

7.20 CONTRACTOR LIABILITY: Contractor assumes all and full responsibility for acts and work and any payment to his employees and agents and subcontractors and subcontractor's employees and agent when acting under the contractor's directions, so long as contractor has been paid in full.

7.30 PERMITS: Contractor will apply and pay for all construction permits as necessary unless itemized in an addendum.

7.40 WORKER'S COMPENSATION INSURANCE: Contractor shall procure and maintain during the continuance of this agreement, a policy of worker's compensation for the protection of his employees and / or use temporary employees that are covered by such insurance through an outside agency.

7.50 BROOM CLEAN CONDITION: On completion of the project, Contractor shall remove all debris and surplus materials of his own making from the site of the project and leave site in "broom clean" condition.

7.60 MATCHING COLOR AND TEXTURE: Where texture and colors are to be matched, Contractor shall make every reasonable effort to do so, using standard textured or colored material, but does not guarantee a perfect match.

8.0 INSTRUMENT CONTROLS:

8.10 AGREEMENTS, PLANS, AND SPECIFICATIONS: This agreement, the plans for the project, and the specifications for the project, are intended to supplement each other so that any work mentioned in one such instrument but not the other, shall be performed in the same manner as if mentioned in all such instruments. If a conflict arises between such instruments specifications shall control the plans and this agreement shall control both the plans and the specifications.

8.20 PRIOR AGREEMENTS: This instrument constitutes the sole and only agreement of the parties here to applying to the project and correctly sets forth the rights, duties, and obligations of each to the other, as of this date. Any

prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force and effect.

8.30 MODIFICATION AND PAYMENT FOR MODIFICATION: The owner and contractor must agree in writing to any modification or addition to the work covered by this contract. The contractor nor his employees or representatives shall do no extra work without the written authorization of the owner. Any written agreement shall list the agreed price and any changes in terms and shall be signed by both parties. **Any Change Orders for extra work shall be incorporated in, and become part of, this contract. Contractor shall be compensated in amount determined before the extra work is to be performed,** unless otherwise agreed upon in writing. In such case, amount, including Contractor's usual fee for overhead and profit shall be made as the extra work progresses, concurrently with payments and under the payment scheduled.

9.00 NO FAULT DAMAGE- FIRE AND ACTS OF GOD: If the project or any part thereof is destroyed by fire, theft, vandalism, accident or act of God, or in any way damaged through no fault of the Contractor, any work done or materials furnished by the Contractor in restoring or rebuilding the project shall be paid for by Owner, as an "extra" if Owner elects to rebuild. If Owner elects not to rebuild, Contractor shall be paid for all work done and materials used prior to the event causing the damage. Also, Contractor shall be paid for materials at the site not yet used. In addition, Contractor shall be reimbursed for specialty items ordered for this project in particular. This payment will include a reasonable profit and overhead. Owner must elect to rebuild or not within (130) days of damage or destruction of the project. If Owner fails to make such election, Contractor may terminate this agreement, and shall be paid in the same manner as if the Owner elected not to rebuild.

10.0 LIMITED WARRANTY:

10.10 GUARANTEE OF WORKMANSHIP: WORK PERFORMED UNDER THIS CONTRACT SHALL BE COMPLETED IN A WORKMANLIKE MANNER. APPROVAL BY BUILDING INSPECTOR SHALL BE DEEMED TO CONSTITUTE A DETERMINATION THAT WORK WAS COMPLETED IN A WORKMANLIKE MANNER AND SHALL BE BINDING ON THE UNDERSIGNED. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED EXCEPT THOSE SPECIFICALLY SET FORTH IN THIS CONTRACT, AND THERE ARE ABSOLUTELY NO GUARANTEES: (1) RELATING TO THE CONTINUED LIFE OR GROWTH OF PLANT MATERIAL BEYOND THE PERIOD NECESSARY FOR INITIAL PLANTING SHOCK, BUT NOT TO EXCEED 90 DAYS UNLESS OTHERWISE SPECIFICALLY STATED; (2) AGAINST CRACKING, SETTLING, RAISING, OR DISCOLORATION, NOR IS MASTIC GUARANTEED FROM PULLING AWAY AS A RESULT OF RAISING OR SETTLING; (3) SPRINKLER SYSTEM IS GUARANTEED FOR ONE YEAR ON MATERIALS AND WORKMANSHIP; HOWEVER, VANDALISM AND NORMAL WEAR AND TEAR AND NORMAL CLEANING OR REPLACEMENT FOR ADVERSE COLD OR FREEZING CONDITIONS ARE NOT INCLUDED.

10.20 Owner is responsible for any damage to plants for either over or under-watering, over fertilization, pests or diseases. Contractor shall not be responsible for any damage done by inclement weather.

10.30 Guarantees and warranties are effective only if Owner has complied with all the terms and conditions, payments, and other provisions of this contract.

10.40 WARRANTY LIMITS: Because all landscape projects must be watered on a strict schedule to establish the newly planted lawns, trees, shrubs and ground cover, our guarantee is limited when a manual irrigation system is installed. All landscape material will be installed in a proper healthy manner but is not guaranteed beyond completion of the job. This also applies to existing automatic systems that have no power or power interruptions to the controller.

THE LIABILITY OF CONTRACTOR FOR DEFECTIVE MATERIALS OR INSTALLATIONS IS HEREBY LIMITED TO THE REPLACEMENT OR CORRECTION OF SUCH DEFECT AND/OR INSTALLATION. NO OTHER CLAIMS OR DEMANDS WHAT-SO-EVER SHALL BE MADE UPON OR ALLOWED AGAINST THE CONTRACTOR. THIS LIMITED WARRANTY EXTENDS ONLY TO THE OWNER. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY NOR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS PARAGRAPH. THIS WARRANTY SHALL TERMINATE ONE YEAR FROM THE DATE OF FINAL INSPECTION OR THE DATE OF COMPLETION, WHICHEVER IS SOONER.

11.00 OWNER'S RESPONSIBILITIES:

11.10 MAINTENANCE RESPONSIBILITIES: Unless specifically included in the scope of work, Owner, and not Contractor is responsible for any existing conditions. In the event that any existing conditions are illegal or not in conformity with any building requirements, and Contractor is required by either the Owner or anyone else to repair or bring those conditions up to code, then doing same shall be treated as an "extra".

11.11 WEEDS: The owner shall be held responsible for weed control or eradication unless otherwise stipulated, except during post installation maintenance period, if any.

11.12 SPRINKLERS: To monitor sprinkler system and to see that routine adjustments and maintenance be made. This may include cleaning of clogged sprinkler heads, changing of watering times and durations to suit seasonal changes, repair to damaged heads or other parts.

11.13 FERTILIZER: To fertilize all lawns, groundcovers, trees, and shrubs, as needed.

11.14 WATER: To provide adequate watering of new turf and plant materials as needed.

11.15 FUNGICIDES, PESTICIDES, AND INSECTICIDES: To apply fungicides, pesticides, or insecticides as needed to prevent or cure disease or pests of plant material and lawns.

11.16 STAKING AND GUYING: To insure that all plant material remains staked and/or guyed until established.

11.17 Post installation maintenance shall be the responsibility of the Owner unless provided for herein: By _____ For _____ Days

11.20 LEGAL RESPONSIBILITIES:

11.21 PROPERTY LINES, EASEMENTS, AND ACCESSIBILITY: Owner shall be responsible for the location of property lines, easements and providing access for Contractor. Any work stoppage and/or change of work because of property line disputes because of accessibility shall be treated as additional work and so charged.

11.23 Owner shall be responsible for location and depth of underground utility lines and/or systems.

11.30 In compliance with Federal and State law, Owner agrees to make drinking water and toilet facilities available to all workmen or compensate Contractor for rented units. Owner agrees to provide electricity and water at job site as may be required by Contractor to effect the work herein.

12.00 ASBESTOS, TOXIC MATERIAL, AND HAZARDOUS WASTE: Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, toxic material or other hazardous substances the Owner acknowledges that such work requires special procedures, precautions, and/or licenses. Therefore unless the contract specifically calls for same, if Contractor encounters such substances Contractor shall immediately stop work and allow Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or do the work himself.

13.00 ARBITRATION OF DISPUTES: Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims within the monetary limit of Small Claims Court shall be litigated in such court at the request of either party.

NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the 'ARBITRATION OF DISPUTES' provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Business and Professions Code or other applicable laws. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the 'ARBITRATION OF DISPUTES' provision to neutral arbitration.

I (we) agree to arbitration _____
initial initial

13.00 VALIDITY AND DAMAGES: In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable, or illegal, the validity, enforceability, and legality of the remaining provisions and any other application shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this contract.

14.00 ADDITIONAL EXPENSES

14.01 CHANGE ORDERS: All changes to original plans before commencement of work but after signing of contract will incur a minimum \$50.00 charge. Other changes, after commencement of any work, will reflect any additional expense to contractor including but not limited to; contractor's time, cost of removal or replacement of any partially completed work, restocking charges or disposal and replacement of damaged or unused materials

14.02 PAYMENT RESTRICTIONS AND METHODS: Any and all reasonable expenses incurred as a result of the requirement to furnish additional bonds, implementation of optional payment methods or requirement of lien releases will be owner's responsibility, due and payable prior to and in advance of furnishing or implementation of any such bonds, payment methods or releases. **Lien releases shall cost minimum \$50.00 each and may cost up to \$200.00.** Notification to allow ample time for contractor to supply or arrange for any of the following must be given prior to requirement of any such [Bonds, Alternate Payment Methods or Lien Releases] without which **no payment may be withheld.** There is no charge for a "final unconditional lien release" issued from Greenbee Landscape, Inc. upon receipt of final payment. There is no charge for any lien release if any supplier of labor or materials to job site has issued a 20 day Preliminary to homeowner.

NOTICE TO OWNER

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. **A preliminary notice is not a lien against your property.** Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property

PLANT KEY

NOTE: PLANT SIZES ARE RECOMMENDATIONS. PLANT SELECTION MAY CHANGE DUE TO AVAILABILITY



EXISTING TREE

Trachycarpus fortunei
Windmill Palm
Evergreen, med. water moderate growth to 22h x 10w, foliage at top of trunk which is covered with dense fiber.
EXISTING-KEEP

Cercidium 'Desert Museum'
Desert Museum Palo Verde
Evergreen, low water, to 20h x 20w in 3-5 yrs; 1- green stems & branches, profuse yellow bloom in spring-summer. Clean thornless tree.

SHRUBS (57)

Palm Springs Garden

- **Asclepias parryi (6) 5 gal.**
Parry's Asclepias
Evergreen, low water to 1.5h x 2.5w, stiff fleshy leaves with orange points.
- **Agave murphyi 'Engard' (3) 5 gal.**
Vanagard Hottelkam Agave
Evergreen, low water, to 2h x 3w, green blue-green foliage, teeth are small, terminal spike is short.
- **Berberis thunbergii 'Crimson Pyram' (12) 5 gal.**
Pygmy Japanese Barberry
Deciduous, low to med. water, 1.5-2h x 2.5-3w, foliage is red.
- **Cassipouira pulcherrima (2) 5 gal.**
Red Bird of Paradise Bush
Deciduous, med. water, fast growth 6' w/ cut back in winter for orange-red bloom in summer-fall.
- **Callus Santa Cruz (5) 5 gal.**
Santa Cruz Kockrose
Evergreen, low water, compact scrub 3h x 3w, fuzzy gray leaves, deep purple flowers.
- **Dalea Capitata Sierra Gold (1) 5 gal.**
Sierra Gold Trailing Indigo Bush
Evergreen, low water to 2h x 3w, light green foliage has lemon scent, yellow flowers spring & fall.
- **Hesperaloe parviflora (5) 5 gal.**
Red Yucca
Evergreen, low water, to 3-4h x 3-4w, gray-green leaf clumps bearing bright red flowers on 5' spikes, spring-summer. Remove spent flower spikes to prolong bloom time.
- **Santolina chamaecyparissus 'Nana' (6) 5 gal.**
Dwarf Lavender Cotton
Evergreen, low water, to 1h x 2-3w, whitish gray leaves, yellow button flowers, spring.
- **Sesuvia nemophila (Cassia) (2) 5 gal.**
Desert Cassia
Evergreen, low water to 20", 3-5h x 3-5w, green leaves, yellow flowers, spring-summer.
- **Yucca filamentosa (3) 5 gal.**
Adam's Needle Yucca
Evergreen, low water to 5', to 2.5h x 5w, stiff dark green leaves to 1.5' long, yellowish-white flowers in late spring.

BOULDERS

BURY 1/3 FOR A NATURAL LOOK. SEE PLAN FOR LOCATIONS.

- 12-18"
- 18-24"
- 30-36"
- STEP STONE 2X2

DRY RIVER BED- ARIZONA RIVER ROCK

SHRUBS (68)

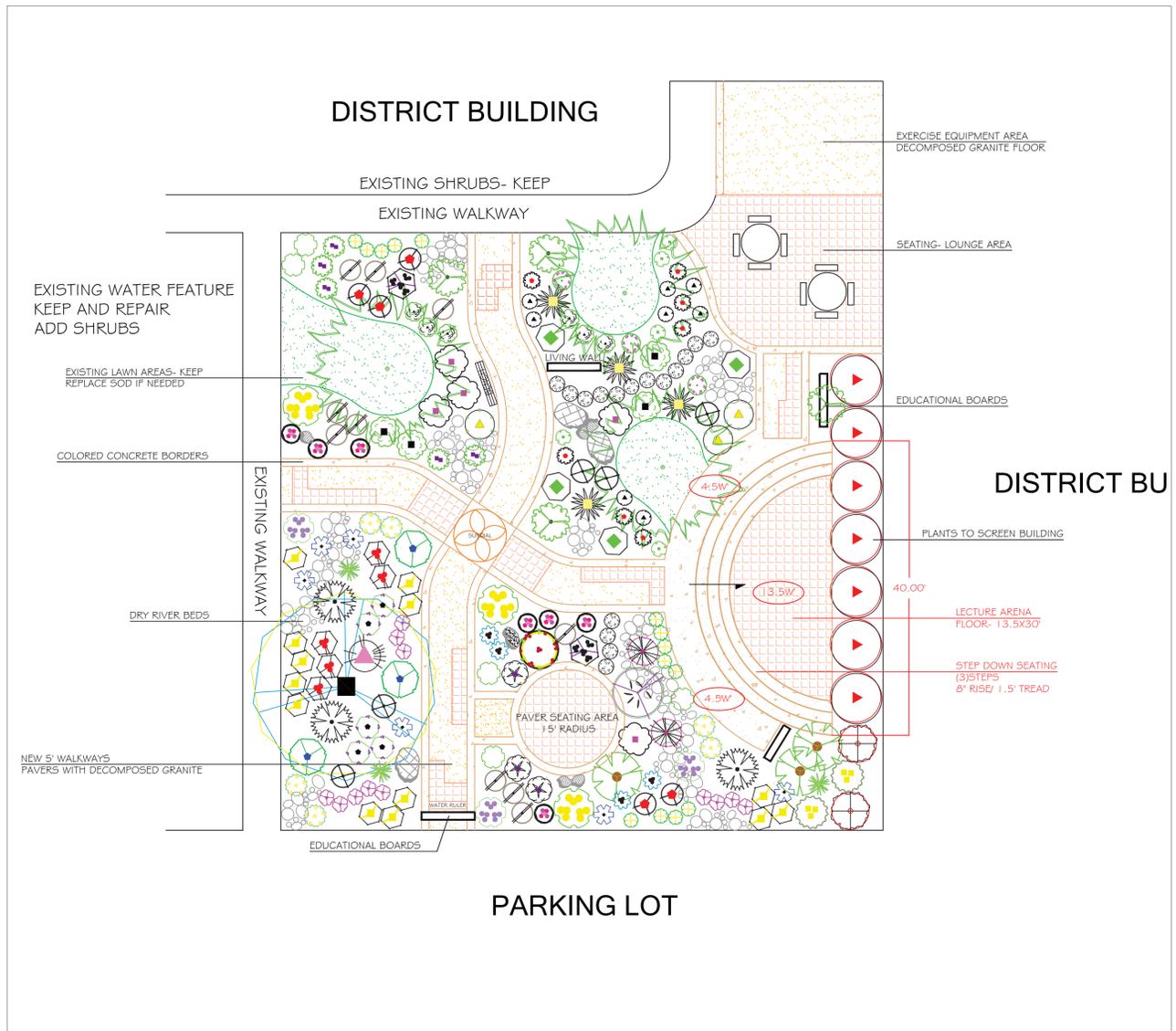
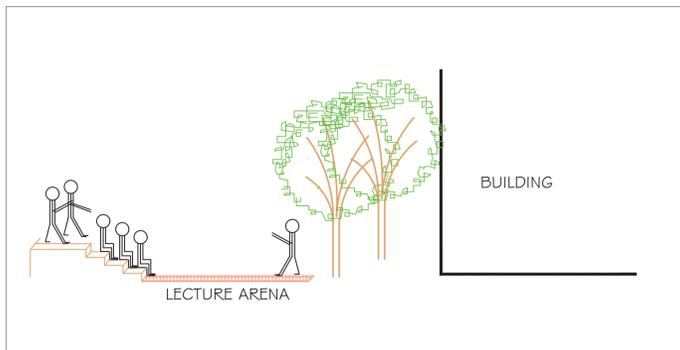
Forever Green

- **Abelia grandiflora 'Edward Goucher' (5) 5 gal.**
Pink Abelia
Semi-evergreen, med. water to 4.5h x 4.5w, reddish-green leaves with pink flowers, spring-summer.
- **Baccharis pilularis (3) 5 gal.**
Dwarf Coyote Bush
Evergreen, low water, bright green mat to 1-2h x 4-6w, best to shear yearly in early spring.
- **Cotoneaster salmen 'Lowfast' (4) 5 gal.**
Lowfast Cotoneaster
Evergreen to semi-evergreen, med. water, to 1h x 6-8w, fast prostrate growth, green foliage turning red in winter, white flowers followed by red berries fall-winter.
- **Dietsia bicolor (4) 5 gal.**
Bicolor Forsythia Lily
Evergreen, med. water, basal growth to 4h x 4w, long slender leaves, cream flowers, spring.
- **Eucynonotus fortunei 'Emerald 'n Gold' (3) 5 gal.**
Emerald 'n Gold Wintercreeper
Evergreen, med. water, dense growing-erect vine 2h x 4-6w, deep green leaves edged in gold, turns pinkish-red in fall.
- **Eucynonotus japonica microphylla (5) 5 gal.**
Bicolor Wintercreeper
Evergreen, med. water to 1-2h x 2w, deep green foliage, takes shearing into formal hedge.
- **Eucynonotus japonica microphylla variegata (5) 5 gal.**
Variegated Bicolor Wintercreeper
Evergreen, med. water to 1-2h x 2w, deep green foliage with a splash of white, can be hedged.
- **Juniperus sabina 'Buffalo' (4) 5 gal.**
Buffalo Juniper
Evergreen, med. water, to 1h x 6w, soft leathery bright green foliage.
- **Myrtus communis 'Compacta' (5) 5 gal.**
Compact Myrtle
Evergreen, low water, 3h x 3w, deep green compact hedge. Small white flower in summer, purple berry in fall.
- **Nandina domestica 'Firepower' (7) 5 gal.**
Firepower Heavenly Bamboo
Evergreen, med. water to 2.5h x 2.5w, coarse foliage is reddish-green in summer, brilliant red in winter.
- **Photinia fraxan (7) 5 gal.**
Fraser's Photinia
Evergreen, med. water, fast growth to 10-15h x spreading wider, new growth leaves are bronze turning green with age, inconspicuous cream flowers in spring.
- **Pittosporum tobira 'Cream de Mint' (6) 5 gal.**
Cream de Mint Tobira
Evergreen, med. water to 1-2h x 2.5w, coarse growth gray-green leaves have white edging.
- **Pittosporum tobira 'Whodler's Dwarf' (4) 5 gal.**
Whodler's Dwarf Tobira
Evergreen, med. water to 2-3h x 4-5w, dense growth, med. green leaves.
- **Raphanolepis indica 'Ballena' (3) 5 gal.**
Ballena Indian Elephantvine
Evergreen, med. water, low growing to 2h x 2-3w, green leaves, pink flowers, spring.

SHRUBS (61)

Hummingbirds, Bees and Butterflies

- **Achillea millefolium (7) 1 gal.**
Common Yarrow
Evergreen, med. water to 2.5h x 2.5w, erect plant with narrow green to gray-green leaves, and flat-topped flower clusters in shades of cream to yellow, pink and red.
- **Arbutus unedo 'Compacta' (1) 1.5 gal.**
Compact Strawberry Tree
Evergreen, med. water, slow to mod. growth to 8-10h x 5-6w, with tawny trunk and red-brown bark, green foliage, red fleshy fruit like strawberries.
- **Buddleia davidii (1) 5 gal.**
Butterfly Bush
Semi-Evergreen, med. water, 4-6h x 4-6w, tapering green leaves, lavender spike-like fragrant flowers, spring-summer. May die back to ground in cold winters.
- **Calliandra eriophylla (1) 5 gal.**
Pink Fairy Duster
Evergreen, low water, to 5h x 6w, green leathery leaves, bright deep red stamens. Attracts hummingbirds.
- **Chrysochloa mexicana (14) 5 gal.**
Dianella
Evergreen, low water, to 1-6h x 2w, low mound growth, needle like green leaves, turn bright yellow flowers, spring/fall.
- **Lantana camara 'American Red' (5) 1 or 5 gal.**
American Red Bush Lantana
Evergreen, med. water to 1h x 4w, spreading rounded green mound with clusters of red flowers spring to fall.
- **Lantana New Gold (3) 1 or 5 gal.**
New Gold Lantana
Evergreen, med. water to 2-3h x 6-8w, spreading rounded green mound with clusters of golden yellow flowers spring to fall.
- **Lantana montevirensis (3) 1 or m5 gal.**
Purple Trailing Lantana
Evergreen, low med. water to 2h x 3-5w, spreading rounded green mound with clusters of red flowers spring to fall.
- **Lavandula stoechas 'Otto Quast' (Olastr) (4) 5 gal.**
Otto Quast Spanish Lavender
Evergreen, med. water, to 2h x 3w, med. green to gray green leaves with maroon blossoms and red-purple bracts.
- **Lavandula angustifolia (5) 5 gal.**
English Lavender
Evergreen, med. water to 3-4h x 3w Gray leaves, lavender flowers in summer.
- **Leucophyllum zygophyllum 'Cimarron' (10) 5 gal.**
Cimarron Sage
Semi-evergreen, low water, dense growth to 3h x 3w, cupped gray-green foliage, light blue flowers, spring.
- **Muhlenbergia capillaris 'Regal Mist' (2) 5 gal.**
Regal Mist Pink Muffin
Semi-evergreen, med. low water, to 3h x 3-6w, deep green narrow leaf grass, leathery rosy-pink flowers, fall.
- **Penstemon strictiflorus (4) 5 gal.**
Rock Sage
Evergreen, med. water to 3-4h x 3-4w, gray-green foliage, lavender-blue flowers late spring-summer.
- **Salvia clevelandii (2) 5 gal.**
Cleveland Sage
Evergreen, low water to 20", to 3-5h x 5-8w, variegated gray green fragrant leaves, violet blue flowers in summer, remove faded spikes to prolong bloom.
- **Salvia greengage 'Red' (5) 5 gal.**
Royal Adam Sage
Semi-evergreen, low water, to 2-3h x 2-3w, green leaves, red flowers, spring-fall. Prune in early spring.



GENERAL PLANTING NOTES

- NOTE: THESE NOTES ARE GENERAL AND NOT ALL ITEMS LISTED BELOW APPLY TO THIS SITE.
1. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
2. IF THE SITE VARIES FROM THIS PLAN NOTIFY THE OWNER'S AGENT BEFORE PROCEEDING.
3. THE PLANT LIST IS FOR REFERENCE ONLY. ALL QUANTITIES SHALL BE VERIFIED BY PLAN CHECK.
4. THE PLANT PITS ARE TO BE TWO TIMES THE WIDTH AND DEPTH OF THE ROOT BALL.
5. ONCE THE FINISH GRADE HAS BEEN COMPLETED, THE CONTRACTOR SHALL OBTAIN A SOILS AGRONOMY REPORT FROM SOILS AND PLANT LAB (714) 263-8777 OR OTHER APPROVED SOILS LABORATORY. SOIL PREPARATION SHALL BE AS STATED BELOW UNLESS THE SOILS AGRONOMY REPORT SPECIFIES OTHERWISE.
6. TREAT ALL AREAS TO BE PLANTED WITH A PRE-EMERGENT HERBICIDE PER MANUFACTURER'S INSTRUCTIONS.
7. BEFORE PLANTING, ALL BEDS SHALL BE GRADED TO A SMOOTH/EVEN SURFACE, AND DEBRIS REMOVED. POSITIVE DRAINAGE SHALL BE MAINTAINED, AND NO LOW SPOTS WHERE WATER CAN COLLECT WILL BE ACCEPTED.
8. TREES SHALL BE LOCATED NOT LESS THAN 7' FROM ADJACENT PROPERTY LINES, 50' FROM BEGINNING OF CURB RETURN ON APPROACH TO AN INTERSECTION, 15' FROM END OF CURB RETURN ON AN EXIT SIDE OF CURB RETURN, 20' FROM LAWN STANDARDS, 10' FROM FIRE HYDRANTS AND DRIVEWAYS, 5' FROM SERVICE WALKS, WATER METERS AND DRAIN PIPES PER CITY REQUIREMENTS.
9. TREES PLANTED LESS THAN 2' FROM WALKS, CURBS OR WALL SHALL HAVE ROOT BARRIERS INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS. STAKE ALL TREES WITH TWO STAKES PER CITY OF PALMDALE STD. DETAIL. PLACE STAKES PERPENDICULAR TO THE WIND NORTH AND SOUTH SIDES OF TRUNK UNLESS OTHERWISE NOTED. DO NOT PERCE THE ROOT BALL WITH THE STAKE. USE WIRE THROUGH A SECTION OF HOSE, OR OTHER APPROVED METHOD, TO PROTECT THE TRUNK. TREES 36" BOX OR LARGER SHALL BE GUYPED PER CITY STD. DETAIL.
10. STREET TREES PLANTED IN THE CITY RIGHT OF WAY SHALL HAVE A ROOT BARRIER AND TWO 4 FOOT SECTIONS OF 4" PERCOLATION PIPE INSTALLED TO PROVIDE DEEP ROOT WATERING.
11. BARK MULCH SHALL BE INSTALLED IN A 2" UNIFORM LAYER AFTER SOIL HAS BEEN FINISH GRADED AND TREATED WITH A PRE-EMERGENT HERBICIDE.
12. ROCK MULCH SHALL BE INSTALLED IN A 2" UNIFORM LAYER AFTER SOIL HAS BEEN FINISH GRADED AND TREATED WITH A PRE-EMERGENT HERBICIDE. USE WEED BARRIER FABRIC UNDER ALL ROCK MULCH.
13. DECOMPOSED GRANITE SHALL BE INSTALLED IN A UNIFORM 2" LAYER MECHANICALLY COMPACTED IN TWO LIFTS WITH STABILIZED BINDER.
14. THE PLANTING SHALL BE MAINTAINED IN A HEALTHY CONDITION FOR 30 DAYS AFTER ACCEPTANCE BY OWNER. ANY PLANTED AREAS WILL BE WEED FREE AND WELL WATERED.
15. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR 90 DAYS (1 YEAR FOR TREES) AFTER ACCEPTANCE BY OWNER. ANY PLANT NOT IN HEALTHY CONDITION DURING THIS TIME WILL BE REPLACED AT NO ADDITIONAL EXPENSE TO THE OWNER.
16. ALL WORK SHALL CONFORM TO THE CITY SPECIFICATIONS AND REQUIREMENTS. FOR A CURRENT COPY OF THEIR SPECIFICATIONS AND REQUIREMENTS, CONSULT CITY OF PALMDALE'S WEB SITE: <http://www.cityofpalmdale.org/departments/publicworks/planting.html>



PHASE I - PLANTING PLAN

UNDERGROUND SERVICE ALERT
call: TOLL FREE
1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

DENISE K. DESIGNS
 CERTIFIED LANDSCAPE DESIGNER
 Denise Keef
 41691 Retsina St.
 Palmdale, Ca. 93551
 661-433-9743

OWNERS:
GREENBEE LANDSCAPE INC.
 2505 East Ave. Q
 Palmdale, CA. 93550
 661-435-8229

PROJECT:
PALMDALE WATER DISTRICT
 2029 East Ave. Q
 Palmdale, CA. 93550

PLANTING PLAN
 DATE: 12-2-19
 SCALE: 1" = 10'-0"
 PROJECT NO.: 266
 SHEET: L-1
 1 OF 1 SHEETS