



The City of West Covina is inviting proposals from qualified consultants to assist the City of West Covina with Landscape and Irrigation plan review services. The City's standard Agreement for Consulting Services is attached as is the City's Municipal Code section and Guidelines for Water Efficient Landscaping.

OBJECTIVES

The City of West Covina is looking for a consultant to provide plan check services. The selected consultant should be prepared to work closely with the City and the applicants to achieve the project objectives in a cost-effective and responsive manner. Most projects will be commercial or multi-family projects.

SUBMITTAL REQUIREMENTS

All respondent proposals shall include the following information. Any proposal which does not include all of the below listed items shall be deemed non-responsive.

Proposals (provide 5 copies) should include, but not be limited to the format described as follows:

1. Provide a cover letter that must be signed by an official authorized to bind the consultant contractually. The letter shall also provide the name, title, address and telephone number of the individual(s) with the authority to negotiate and contractually bind the consultant.
2. Describe the approach and methodology to be used for landscape plan check services. Identify any supplemental tasks that may be necessary to complete the required services. Provide a synopsis of firm's history.
3. Identify the project manager as well as other key personnel to be assigned to the project, their qualifications, education, and representative experience.
4. List of recent projects/services (including a brief description), which validate consultant experience in projects/services similar in scope of work. Please do not list projects where major work was done by staff no longer with the firm. Include listing of client contacts familiar with firm's professional abilities.
5. Identify any specific date and methodologies recommended or any special or innovative considerations on how to provide the desired product.

COST SUMMARY

The consultant shall submit a fee estimate based upon the hourly rates for the company or if different individuals are assigned, hourly rates for each job classification.

RECOMMENDED SCOPE OF WORK

The consultant's proposal should outline major work tasks, key features of their qualifications, and a proposed cost and schedule. Major work tasks are as follows:

1. Review of the project for completeness and compliance with appropriate landscape and irrigation standards as well as Zoning Code requirements of the City of West Covina.
2. Meeting with staff or applicant (up to two). Telephone calls answering questions of staff or applicant.
3. Correspondence with the City on initial review and one follow-up review.
4. Delivering and pick-up of plans/correspondence to and from City.

INSURANCE

Without limiting the Consultant's indemnification, the selected Consultant shall secure from a responsible company doing business in the State of California, pay and maintain in force at all times during the performance of the tasks pursuant to this request. The following are policies on insurance:

1. Comprehensive General Liability Insurance (including premises and operations), Contractual Liability Insurance, and Projects Liability Insurance. Minimum Limits: One Million (\$1,000,000) per occurrence combined single limits. The consultant will provide the City with an endorsement of the above coverages showing the City of West Covina as an additional insured.
2. Errors and Omissions Insurance. Minimum Limit: \$100,000.
3. Worker's Compensation. Minimum Limits: Statutory Limits.

GENERAL INFORMATION

1. Proposals shall be submitted to:

City of West Covina
Planning Department
Attn: Jeff Anderson, Planning Director
1444 West Garvey Avenue
West Covina, CA 91790
626-939-8423
Jeff.anderson@westcovina.org
2. The proposal shall be signed by an authorized official of your firm.
3. The proposal shall include a statement clarifying the proposal to be valid for a minimum of 90 (ninety) days from the proposal due date.
4. The City reserves the right to reject any and all proposals or waive technical errors.
5. The terms and scope of the contract will be arrived at on the basis of professional negotiations between the City and the consultant. If the City and the consultant fail to reach a contractual agreement, the City may renegotiate with another selected consultant.
6. Proposals are due no later than **4:00 p.m. on February 25, 2015.**

LIMITATIONS

The Request for Proposals does not commit the City to award a contract, to pay any costs incurred in preparation of the proposal or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposal, if it is in the best interests of the City to do so.

The City may require the selected consultant to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from such negotiations.

ATTACHMENTS

- Attachment 1 – West Covina Municipal Code Requirements for Water Efficient Landscaping
- Attachment 2 – City of West Covina Guidelines for Water Efficient Landscaping
- Attachment 3 – Professional Services Agreement

Attachment 1

CITY OF WEST COVINA MUNICIPAL CODE REQUIREMENTS FOR WATER EFFICIENT LANDSCAPING (Article XIV, Division 1)

Sec. 26-750.1000. - Purpose.

(a) The state legislature has found that:

- (1) The waters of the state are of limited supply and are subject to ever increasing demands;
- (2) The continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;
- (3) It is the policy of the state to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;
- (4) Landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;
- (5) Landscape design, installation, maintenance, and management can and should be water efficient; and
- (6) Article X, Section 2 of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served, and the right does not and shall not extend to waste or unreasonable method of use of water.

(b) The city hereby finds that:

- (1) The City of West Covina has an existing water efficient landscape ordinance that is required to be amended to comply with state requirements;
- (2) Current local design practices in new landscapes typically achieve the state model water efficient landscape ordinance water use goals;
- (3) All water services within the city are metered;
- (4) Landscape plan submittal and review is the standard practice in West Covina;
- (5) The average rainfall in West Covina is approximately 17 inches per year and the annual reference evapotranspiration rate (Annual ETo) is 53.1; and

(c) Consistent with these findings, the purpose of the city's water efficient landscape ordinance is to establish an alternative model acceptable under California Government Code section 65595(c)(1) as being at least as effective as the state model water efficient landscape ordinance in the context of conditions in the city in order to:

- (1) Promote the values and benefits of landscapes while recognizing the need to utilize water and other resources as efficiently as possible;

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- (2) Establish a structure for planning, designing, installing, and maintaining and managing water efficient landscapes in new construction and rehabilitated projects;
- (3) Establish provisions for water management practices and water waste prevention for existing landscapes; and
- (4) Use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount.

(Ord. No. 2205, § 3(Exh. A), 4-6-2010)

State law reference— Authority cited: Section 65593, Government Code. Reference: Sections 65591, 65593, 65596, Government Code.

Sec. 26-750.1100. - Applicability.

(a) *New landscape installations or rehabilitation projects:* As of the effective date of this ordinance, all sections of this chapter shall apply to the following landscape projects:

- (1) New landscape installations or landscape rehabilitation projects for non-residential developers with a landscaped area, including pools or other water features (but excluding hardscape) equal to or greater than two thousands five hundred (2,500) square feet, and which are otherwise subject to a discretionary approval of a landscape plan or which otherwise require a ministerial permit for a landscape or water feature.
- (2) New landscape installations or landscape rehabilitation projects which are developer installed for single-family and multi-family residential projects or complexes with a landscaped area, including pools or other water features (but excluding hardscape) equal to or greater than two thousands five hundred (2,500) square feet, and which are otherwise subject to a discretionary approval of a landscape plan or which otherwise require a ministerial permit for a landscape or water feature.
- (3) New landscape installation projects by individual homeowners on single-family or multi-family residential lots with a total project landscaped area, including pools or other water features (but excluding hardscape) equal to or greater than five thousand (5,000) square feet, and which are otherwise subject to a discretionary approval of a landscape plan, or which otherwise require a ministerial permit for a landscape or water feature;
- (4) Recognizing the special landscape management needs of cemeteries, new landscape installations or landscape rehabilitation projects at cemeteries shall prepare a water efficient landscape worksheet; landscape and irrigation maintenance schedule; and irrigation audit, survey and water use analysis as required in the guidelines.

(b) *Existing landscapes:* As of the effective date of this ordinance, all existing landscape areas are exempt from the provision of this Division I or Article XIV except as follows:

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- (1) Irrigation of all existing landscaped areas of one (1) acre or less shall be conducted in a manner conforming to the rules and requirements and shall be subject to penalties and incentives for water conservation and water waste prevention, as determined and implemented by the local water purveyor and as may be mutually agreed by the city.
- (2) For all existing landscaped areas in the city over one (1) acre in size the city and/or the regional or local water purveyor may administer programs such as irrigation water use analyses, irrigation surveys and/or irrigation audits, tiered water rate structures, water budgeting by parcel, or other approaches to achieve landscape water use efficiency community-wide to a level equivalent to or less than would be achieved by applying a MAWA calculated with an ETAF of 0.8.

(c) *This water efficient landscape ordinance does not apply to:*

- (1) Registered local, state, or federal historical sites;
- (2) Ecological restoration projects that do not require a permanent irrigation system;
- (3) Mined-land reclamation projects that do not require a permanent irrigation system; or
- (4) Plant collections, as part of botanical gardens and arboretums that are open to the public.

State law reference—Authority Cited: Section 65595, Government Code.
Reference: Section 65596, Government Code.

(d) *The architectural guidelines of a common interest development, including apartments, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.*

(Ord. No. 2205, § 3(Exh. A), 4-6-2010)

Sec. 26-750.1150. - Planning commission guidelines.

The planning commission shall by resolution adopt guidelines providing rules, regulations, requirements and procedures to assure technical compliance with water efficiency standards at least as efficient as the model ordinance described in California Government Code section 65595(a).

(Ord. No. 2205, § 3(Exh. A), 4-6-2010)

Sec. 26-750.1200. - Implementation procedures.

- (a) Prior to installation, a landscape documentation package shall be submitted to the city for review and approval of all landscape projects subject to the provisions of this water efficient landscape ordinance. Any landscape documentation package submitted to the city shall comply with the provisions of the planning commission guidelines for water efficient landscaping.

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- (b) The landscape documentation package shall include a certification by a landscape architect licensed in the State of California stating that the landscape design and water use calculations have been prepared by or under the supervision of the licensed professional and are certified to be in compliance with the provisions of this water efficient landscape ordinance and the planning commission guidelines for water efficient landscaping.
- (1) Landscape and irrigation plans shall be submitted to the city for review and approval with appropriate water use calculations.
 - (2) Water use calculations shall be consistent with calculations contained in the guidelines and shall be provided to the local water purveyor, as appropriate, under procedures determined by the city.
 - (3) Verification of compliance of the landscape installation with the approved plans shall be obtained through a certification of completion in conjunction with a certificate of occupancy or permit final process, as provided in the planning commission guidelines for water efficient landscaping.

(Ord. No. 2205, § 3(Exh. A), 4-6-2010)

State law reference— Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

Sec. 26-750.1300. - Landscape water use standards.

- (a) For landscape installation or rehabilitation projects subject to the applicability requirements of [section 26-750.1100\(a\)](#), the estimated applied water use allowed for the landscaped area shall not exceed the maximum applied water allowance (MAWA) calculated using an evapotranspiration adjustment factor (ETAF) of 0.7, except for special landscaped areas where the MAWA is calculated using an ETAF of 1.0; or the design of the landscaped area shall otherwise be shown to be equivalently water-efficient in a manner acceptable to the city; as provided in the planning commission guidelines for water efficient landscaping.
- (b) Irrigation of all landscaped areas shall be conducted in a manner conforming to the rules and requirements, and shall be subject to penalties and incentives for water conservation and water waste prevention as determined and implemented by the local water purveyor or as mutually agreed by local water purveyor and the city.

(Ord. No. 2205, § 3(Exh. A), 4-6-2010)

Sec. 26-750.1400. - Delegation.

The city may delegate to, or enter into a contract with, a local agency to implement, administer, and/or enforce any of the provisions of the water efficient landscape ordinance on behalf of the city.

(Ord. No. 2205, § 3(Exh. A), 4-6-2010)

Sec. 26-750.1500. - Definitions.

The following definitions are applicable to this chapter:

- (a) "Applied water" means the portion of water supplied by the irrigation system to the landscape.
- (b) "Budget-based tiered-rate structure" means tiered or block rates for irrigation accounts charged by the retail water agency in which the block definition for each customer is derived from lot size or irrigated area and the evapotranspiration requirements of landscaping.
- (c) "Ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.
- (d) "Estimated applied water use" means the average annual total amount of water estimated to be necessary to keep plants in a healthy state, calculated as provided in the guidelines. It is based on the reference evapotranspiration rate, the size of the landscape area, plant water use factors, and the relative irrigation efficiency of the irrigation system.
- (e) "Evapotranspiration" or "ETo" see "Reference Evapotranspiration"
- (f) "Evapotranspiration adjustment factor" or "ETAF" is equal to the plant factor divided by the irrigation efficiency factor for a landscape project, as described in the Guidelines. The ETAF is calculated in the context of local reference evapotranspiration, using site-specific plant factors and irrigation efficiency factors that influence the amount of water that needs to be applied to the specific landscaped area. A combined plant mix with a site-wide average plant factor of 0.5 (indicating a moderate water need) and average irrigation efficiency of 0.71 produces an ET adjustment factor of $(0.7) = (0.5/0.71)$, which is the standard of water use efficiency generally required by this water efficient landscape ordinance and the guidelines, except that the ETAF for a special landscape area shall not exceed 1.0.
- (g) "Guidelines" refers to the guidelines for implementation of the water efficient landscape ordinance, as adopted by the city, which describes procedures, calculations, and requirements for landscape projects subject to this water efficient landscape ordinance.
- (h) "Hardscapes" means any durable material or feature (pervious and non-pervious) installed in or around a landscaped area, such as pavements or walls. Pools and other water features are considered part of the landscaped area and not considered hardscapes for purposes of this water efficient landscape ordinance.
- (i) "Homeowner installed landscape" means any landscaping either installed by a private individual for a single family residence or installed by a licensed contractor hired by a homeowner. A homeowner, for purposes of this ordinance, is a person who occupies the dwelling he or she owns. This definition excludes speculative homes, which are not owner-occupied dwellings and which are subject under this ordinance to the requirements applicable to developer-installed residential landscape projects.

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- (j) "Irrigation efficiency" means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average irrigation efficiency for purposes of this water efficient landscape ordinance is 0.71. Greater irrigation efficiency can be expected from well designed and maintained systems.
- (k) "Landscaped area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the maximum applied water allowance and estimated applied water use calculations. The landscaped area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).
- (l) "Landscape contractor" means a person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.
- (m) "Landscape documentation package" means the documents required to be provided to the city for review and approval of landscape design projects, as described in the guidelines.
- (n) "Landscape project" means total area of landscape in a project, as provided in the definition of "landscaped area," meeting the applicability requirements under section 26-750.1100 of this water efficient landscape ordinance.
- (o) "Local agency" means a city or county, including a charter city or charter county, that is authorized by the city to implement, administer, and/or enforce any of the provisions of the water efficient landscape ordinance on behalf of the city. The local agency may be responsible for the enforcement or delegation of enforcement of this water efficient landscape ordinance including, but not limited to, design review, plan check, issuance of permits, and inspection of a landscape project.
- (p) "Local water purveyor" means any entity, including a public agency, city, county, or private water company that provides retail water service.
- (q) "Maximum applied water allowance" or "MAWA" means the upper limit of annual applied water for the established landscaped area as specified in Section 2.2 of the guidelines. It is based upon the area's reference evapotranspiration, the ET adjustment factor, and the size of the landscaped area. The estimated applied water use shall not exceed the maximum applied water allowance.
- (r) "Mined-land reclamation projects" means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.
- (s) "New construction" means, for the purposes of this water efficient landscape ordinance, a new building with a landscape or other new landscape such as a park, playground, or greenbelt without an associated building.
- (t) "Non-pervious" means any surface or natural material that does not allow for the passage of water through the material and into the underlying soil.
- (u) "Pervious" means any surface or material that allows the passage of water through the material and into the underlying soil.

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- (v) "Permit" means an authorizing document issued by local agencies for new construction or rehabilitated landscape.
- (w) "Plant factor" or "plant water use factor" is a factor, when multiplied by ETo, that estimates the amount of water needed by plants. For purposes of this Water Efficient Landscape Ordinance, the plant factor range for low water use plants is 0 to 0.3; the plant factor range for moderate water use plants is 0.4 to 0.6; and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this Water Efficient Landscape Ordinance are derived from the Department of Water Resources 2000 publication "Water Use Classification of Landscape Species."
- (x) "Recycled water" or "reclaimed water" means treated or recycled wastewater of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.
- (y) "Reference evapotranspiration" or "ETo" means a standard measurement of environmental parameters which affect the water use of plants. ETo is given expressed in inches per day, month, or year as represented in Appendix A of the Guidelines, and is an estimate of the evapotranspiration of a large field of four (4) to seven (7) inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the maximum applied water allowances.
- (z) "Rehabilitated landscape" means any re-landscaping project that meets the applicability criteria of Section 16.131.020(a), where the modified landscape area is greater than two thousand five hundred (2,500) square feet, is fifty (50) percent of the total landscape area, and the modifications are planned to occur within one (1) year.
- (aa) "Smart automatic irrigation controller" means an automatic timing device used to remotely control valves that operate an irrigation system and which schedules irrigation events using either evapotranspiration (weather-based) or soil moisture data.
- (bb) "Special landscape area" means an area of the landscape dedicated solely to edible plants such as orchards and vegetable gardens, areas irrigated with recycled water, water features using recycled water, and areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface.
- (cc) "Turf" means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.
- (dd) "Valve" means a device used to control the flow of water in an irrigation system.
- (ee) "Water feature" means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscaped area. Constructed wetlands used for on-site wastewater treatment, habitat protection or storm water best management practices that are not irrigated and used solely for water treatment or storm water retention

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are not water features and, therefore, are not subject to the water budget calculation.

(Ord. No. 2205, § 3(Exh. A), 4-6-2010)

State law reference— Authority Cited: Section 65595, Government Code. Reference: Sections 65592, 65596, Government Code.

**CITY OF WEST COVINA GUIDELINES FOR WATER EFFICIENT
LANDSCAPING**

**PLANNING COMMISSION
GUIDELINES
FOR
WATER EFFICIENT LANDSCAPING**

Adopted April 13, 2010

1. Purpose and Applicability

1.1 Purpose

- (a) The primary purpose of these Guidelines is to provide procedural and design guidance for *project applicants* proposing landscape installation or rehabilitation projects that are subject to the requirements of the *West Covina Water Efficient Landscape Ordinance*. (WCMC Chapter 26, Article XIV, Division 1) This document is also intended for use and reference by City staff in reviewing and approving designs and verifying compliance with the *Water Efficient Landscape Ordinance*. The general purpose of the *Water Efficient Landscape Ordinance* is to promote the design, installation, and maintenance of landscaping in a manner that conserves regional water resources by ensuring that landscaping projects are not unduly water-needy and that irrigation systems are appropriately implemented to minimize water waste.
- (b) Other regulations affecting landscape design and maintenance practices are potentially applicable and should be consulted for additional requirements. These regulations include but may not be limited to:
 - (1) State of California Assembly Bill 1881;
 - (2) National Pollutant Discharge Elimination Permit for the Municipal Separate Storm Sewer System;
 - (3) Orange County Fire Authority Regulations for Fuel Modification in the Landscape;
 - (4) Water Conservation and Drought Response Regulations of the Local Water Purveyors;
 - (5) Regulations of the Local Water Purveyors governing use of Recycled Water;

- (6) West Covina Municipal Code;
- (7) Building Code;
- (8) Specific Plans, Master Plans, General Plan, or similar land use and planning documents; and
- (9) Conditions of approval for a specific project

1.2 Submittal Requirements for New Landscape Installations or Landscape Rehabilitation Projects

- (c) **Plan Requirements.** All drawings must be prepared as noted below and folded together to 8½” x 13” max.
 - (1) Title on plans shall include name, address, and telephone number of applicant/developer and landscape architect/designer.
 - (2) Plans shall include a north arrow and scale (drawings shall be drawn at the same scale as the approved precise plan (study plan) or as approved by the Planning Department.
- (d) All landscape projects which are subject to the requirements of the Landscape Ordinance shall submit the following information to the Planning Department.
 - 1.2 (1) Landscape Documentation Package.
 - (2) Water Efficient Landscape Calculations and Alternatives
 - (3) Soil Management Report
 - (4) Landscape Design Plan
 - (5) Irrigation Design Plan
 - (6) Grading Design Plan
 - (7) Certification of Completion

1.1 Elements of the Landscape Documentation Package

- (a) A *Landscape Documentation Package* is required to be submitted by the *project applicant* for review and approval prior to the issuance of ministerial permits for landscape or water features by the City, and prior to

start of construction. Unless otherwise directed by the City, the *Landscape Documentation Package* shall include the following elements either on plan sheets or supplemental pages as directed by the City:

- (I) Project Information, including, but not limited to, the following:
 - (a) Date;
 - (b) Project name;
 - (c) Project address, fully dimensioned parcel, abutting street(s), access and driveway locations, and/or lot number(s);
 - (d) Physical site information such as the location and dimensions of all existing or proposed easements, all existing and proposed structures and physical features, location and approximate dimensions of walls and fences, existing landscaping to remain (specify type and size), and general layout and dimensions of parking area.
 - (e) Total landscaped area (square feet) and rehabilitated landscaped area (if applicable);
 - (f) Planting legend including, plant symbol(s), plant name, plant size, plant quantity, and planting details and specifications.
 - (g) Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);
 - (h) Water supply type (e.g., potable, recycled, or well) and identification of the local retail water purveyor if the *project applicant* is not served by a private well;
 - (i) Checklist or index of all documents in the *Landscape Documentation Package*;
 - (j) Project contacts, including contact information for the *project applicant* and *property owner*;
 - (k) A *Certification of Design* in accordance with **Appendix D** of these *Guidelines* that includes a *landscape architect's* professional stamp, as applicable, signature, contact information (including email and telephone number), license number, and date, certifying the statement that “The design of this project complies with the requirements of the City’s *Water Efficient Landscape Ordinance*” and shall

bear the signature of the *landscape architect* as required by law; and

- (1) Any other information the City deems relevant for determining whether the landscape project complies with the *Water Efficient Landscape Ordinance* and these *Guidelines*.
- (2) *Maximum Applied Water Allowance (MAWA)* and *Estimated Applied Water Use (EAWU)* expressed as annual totals including, but not limited to, the following:
 - (a) A *Water Efficient Landscape Worksheet* (optional at discretion of the City) for the landscape project;
 - (b) *Hydrozone* information table (optional at the discretion of the City) for the landscape project; and
 - (c) Water budget calculations (optional at the discretion of the City) for the landscape project.
- (3) A soil management report or specifications, or specification provision requiring soil testing and amendment recommendations and implementation to be accomplished during construction of the landscape project.
- (4) A landscape design plan for the landscape project.
- (5) An irrigation design plan for the landscape project.
- (6) A grading design plan, unless grading information is included in the landscape design plan for the landscape project or unless the landscape project is limited to replacement planting and/or irrigation to rehabilitate an existing landscaped area.

[Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

1.2 Water Efficient Landscape Calculations and Alternatives

- (a) The *project applicant* shall provide the calculated *Maximum Applied Water Allowance (MAWA)* and *Estimated Applied Water Use (EAWU)* for the *landscaped area* as part of the *Landscape Documentation Package* submittal to the City. The *MAWA* and *EAWU* shall be calculated based on completing the *Water Efficient Landscape Worksheets* (in accordance with the sample worksheets in **Appendix A**).

- (b) The *EAWU* allowable for the *landscaped area* shall not exceed the *MAWA*. The *MAWA* shall be calculated using an *evapotranspiration adjustment factor (ETAF)* of 0.7 except for the portion of the *MAWA* applicable to any *special landscaped areas* within the landscape project, which shall be calculated using an *ETAF* of 1.0. Where the design of the *landscaped area* can otherwise be shown to be equivalently water-efficient, the *project applicant* may submit alternative or abbreviated information supporting the demonstration that the annual *EAWU* is less than the *MAWA*, at the discretion of and for the review and approval of the local agency.
- (c) Water budget calculations shall adhere to the following requirements:
 - (1) The *MAWA* shall be calculated using the *Water Efficient Landscape Worksheets* and equation presented in **Appendix A** on page B-1. The example calculation on page B-1 is a hypothetical example to demonstrate proper use of the equation.
 - (2) The *EAWU* shall be calculated using the *Water Efficient Landscape Worksheets* and equation presented in Appendix B on page B-2. The example calculation on page B-2 is a hypothetical example.
 - (3) For the calculation of the *MAWA* and *EAWU*, a *project applicant* shall use the *ETo* values for Glendora (the closest location to West Covina) as listed in the Reference Evapotranspiration Table in **Appendix B**.
 - (4) For calculation of the *EAWU*, the *plant water use factor* shall be determined as appropriate to the project location from the *Water Use Efficiency of Landscape Species (WUCOLS)* Species Evaluation List. The *plant factor* is 0.1 for very low water use plants, 0.2 to 0.3 for low water use plants, 0.4 to 0.6 for moderate water use plants, and 0.7 to 1.0 for high water use plants.
 - (5) For calculating the *EAWU*, the plant water use factor shall be determined for each valve *hydrozone* based on the highest-water-use plant species within the zone. The *plant factor* for each hydrozone may be required to be further refined as a “landscape coefficient,” according to protocols defined in detail in the *WUCOLS* document, to reflect planting density and microclimate effects on water need at the option of the *project applicant* or the *City*.
 - (6) For calculation of the *EAWU*, the area of a water feature shall be defined as a high water use hydrozone with a *plant factor* of 1.0.

- (7) For calculation of the *EAWU*, a temporarily irrigated hydrozone area, such as an area of highly drought-tolerant native plants that are not intended to be irrigated after they are fully established, shall be defined as a very low water use hydrozone with a *plant factor* of 0.1.
 - (8) For calculation of the *MAWA*, the *ETAF* for *special landscaped areas* shall be set at 1.0. For calculation of the *EAWU*, the *ETAF* for *special landscaped areas* shall be calculated as the *special landscaped area (SLA) plant factor* divided by the *SLA irrigation efficiency factor*.
 - (9) *Irrigation efficiency* shall be calculated using the worksheet and equation presented in **Appendix A** on page B-2.
- (d) The *Maximum Applied Water Allowance* shall adhere to the following requirements:
- (1) The *Maximum Applied Water Allowance* shall be calculated using the equation presented in **Appendix A**. The example calculation in **Appendix A** is hypothetical to demonstrate proper use of the equation and does not represent an existing and/or planned landscape project. The *reference evapotranspiration (ET_o)* values used in this calculation are from the *Reference Evapotranspiration Table* in **Appendix B** and are for planning purposes only. For actual irrigation scheduling, automatic irrigation controllers are required and shall use current *ET_o* data, such as from the California Irrigation Management Information System (CIMIS), other equivalent data, or soil moisture sensor data.

1.3 Soil Management Report

- (a) In order to reduce *runoff* and encourage healthy plant growth, a soil management report shall be completed by the *project applicant*, or his/her designee, as follows:
 - (1) Submit soil samples to a certified agronomic soils laboratory for analysis and recommendations.
 - (a) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
 - (b) The soil analysis may include, but is not limited to:
 - 1. Soil texture;

2. Infiltration rate determined by laboratory test or soil texture infiltration rate table;
3. pH;
4. Total soluble salts;
5. Sodium;
6. Percent organic matter; and
7. Recommendations.

- (2) The *project applicant*, or his/her designee, shall comply with one of the following:
- (a) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation Package; or
 - (b) If significant mass grading is planned, the soil analysis report shall be submitted to the *City* as part of the *Certification of Completion*.
 - (c) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans in order to make any necessary adjustments to the design plans.
 - (d) The *project applicant*, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with the Certification of Completion.

[Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

1.4 Landscape Design Plan

- (a) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. The following design criteria shall be submitted as part of the *Landscape Documentation Package*.
- (1) Plant Material
- (a) Any plant may be selected for the *landscaped area* provided the *EAWU* in the *landscaped area* does not

exceed the *MAWA*. To encourage the efficient use of water, the following is highly recommended:

1. Protection and preservation of non-invasive *water-conserving plant species* and *water-conserving turf*;
 2. Selection of *water-conserving plant species* and *water-conserving turf*;
 3. Selection of plants based on disease and pest resistance;
 4. Selection of trees based on applicable City and local tree ordinances or tree shading guidelines; and
 5. Selection of plants from local and regional landscape program plant lists.
- (b) Each *hydrozone* shall have plant materials with similar water use, with the exception of *hydrozones* with plants of mixed water use, as specified in Section 2.5(a)(2)(D) of these *Guidelines*.
- (c) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. To encourage the efficient use of water, the following is highly recommended for inclusion in the landscape design plan:
- (1) Use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;
 - (2) Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g., buildings, sidewalks, and power lines); and
 - (3) Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
- (d) *Turf* is discouraged on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).
- (e) A landscape design plan for projects in fire-prone areas shall comply with requirements of the West Covina Fire Department, where applicable. When conflicts between water conservation and fire safety design elements exist, the fire safety requirements shall have priority.

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- (f) The use of *invasive plant species* and/or *noxious plant species* is strongly discouraged.
- (g) The architectural guidelines of a *common interest development*, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of *water efficient plant species* as a group.
 - (1) Water Features
 - (a) Recirculating water systems shall be used for water features.
 - (b) Where available and consistent with public health guidelines, recycled water shall be used as a source for decorative water features.
 - (c) The surface area of a water feature shall be included in the high water use *hydrozone* area of the water budget calculation.
 - (d) Pool and spa covers are highly recommended.
 - (2) *Mulch* and Amendments
 - (a) A minimum two inch (2") layer of *mulch* shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications.
 - (b) Stabilizing mulching products shall be used on slopes.
 - (c) The mulching portion of the seed/*mulch* slurry in hydro-seeded applications shall meet the mulching requirement.
 - (d) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 2.3 of these *Guidelines*).
- (h) The landscape design plan, at a minimum, shall:
 - (1) Delineate and label each *hydrozone* by number, letter, or other method;
 - (2) Identify each *hydrozone* as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the *landscaped area* shall

be included in the low water use *hydrozone* for the water budget calculation;

- (3) Identify recreational areas;
 - (4) Identify areas permanently and solely dedicated to edible plants;
 - (5) Identify areas irrigated with recycled water;
 - (6) Identify type of *mulch* and application depth;
 - (7) Identify soil amendments, type, and quantity;
 - (8) Identify type and surface area of water features;
 - (9) Identify *hardscapes* (*pervious* and *non-pervious*);
 - (10) Identify location and installation details of any applicable storm water best management practices that encourage on-site retention and infiltration of storm water. Storm water best management practices are encouraged in the landscape design plan and examples include, but are not limited to:
 - (a) Infiltration beds, swales, and basins that allow water to collect and soak into the ground;
 - (b) Constructed wetlands and retention ponds that retain water, handle excess flow, and filter pollutants; and
 - (c) *Pervious* or porous surfaces (e.g., permeable pavers or blocks, *pervious* or porous concrete, etc.) that minimize *runoff*.
 - (11) Identify any applicable rain harvesting or catchment technologies (e.g., rain gardens, cisterns, etc.);
 - (12) Contain the following statement: “I have complied with the criteria of the *Water Efficient Landscape Ordinance* and applied them for the efficient use of water in the landscape design plan;” and
 - (13) Bear the signature of a California-licensed *landscape architect*.

[Note: Authority Cited: Section 65595, Reference: Section 65596, Government Code and Section 1351, Civil Code.]
- (i) The landscape design plan shall consider safety elements including,
- (1) Sight distances near intersections or drive accesses for vehicles, bicycles, and pedestrians.

- (2) The location of overhead utilities and light fixtures.

1.5 Irrigation Design Plan

- (a) **Design Criteria.** For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturer's recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan complying with the following design criteria shall be submitted as part of the *Landscape Documentation Package*.

- (1) **System**

- (a) Dedicated landscape water meters are highly recommended on *landscaped areas* smaller than 5,000 square feet to facilitate water management.
- (b) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data shall be required for irrigation scheduling in all irrigation systems.
- (c) The irrigation system shall be designed to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
 - 1. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
 - 2. *Static water pressure*, dynamic or *operating pressure*, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
- (d) *Sensors* (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.

- (e) Manual shut-off *valves* (such as a *gate valve*, *ball valve*, or *butterfly valve*) shall be required as close as possible to the point of connection of the water supply to minimize water loss in case of an emergency (such as a *main line* break) or routine repair.
- (f) *Backflow prevention devices* shall be required to protect the water supply from contamination by the irrigation system. The *project applicant* shall refer to the applicable City code (i.e., public health) for additional backflow prevention requirements.
- (g) High flow sensors that detect and report high flow conditions created by system damage or malfunction are recommended.
- (h) The irrigation system shall be designed to prevent *runoff*, low head drainage, *overspray*, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, *hardscapes*, roadways, or structures.
- (i) Relevant information from the soil management plan, such as soil type and *infiltration rate*, shall be utilized when designing irrigation systems.
- (j) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.
- (k) Average irrigation efficiency for the project shall be determined in accordance with the EAWU calculation sheet in **Appendix A**. Unless otherwise indicated by the irrigation equipment manufacturer's specifications or demonstrated by the *project applicant*, the *irrigation efficiency* of the irrigation heads used within each hydrozone shall be assumed to be:
 - Pop-up stream rotator heads = 75%
 - Stream rotor heads = 75%
 - Microspray = 75%
 - Bubbler = 80%
 - Drip emitter = 85%
 - Subsurface irrigation = 90%
- (l) It is highly recommended that the *project applicant* or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or

water restrictions that may impact the effectiveness of the irrigation system. In addition, it is recommended that the irrigation schedule be designed to water during times of low evapotranspiration rates.

- (m) In *mulched* planting areas, the use of *low volume irrigation* is required to maximize water infiltration into the root zone.
- (n) *Sprinkler heads* and other emission devices shall have matched *precipitation rates*, unless otherwise directed by the manufacturer's recommendations.
- (o) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible *distribution uniformity* using the manufacturer's recommendations.
- (p) *Swing joints* or other riser-protection components are required on all risers subject to damage that are adjacent to high traffic areas.
- (q) *Check valves* or *anti-drain valves* are required for all irrigation systems.
- (r) Narrow or irregularly shaped areas, including turf, less than eight (8) feet in width in any direction shall be irrigated with subsurface irrigation or a *low volume irrigation* system.
- (s) *Overhead* irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be *mulch*, gravel, or other porous material. These restrictions may be modified if:
 1. The *landscaped area* is adjacent to permeable surfacing and no *runoff* occurs; or
 2. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
 3. The irrigation designer for the landscape project specifies an alternative design or technology, as part of the *Landscape Documentation Package*, and clearly demonstrates strict adherence to the irrigation system design criteria in Section 2.5 (a)(1)(H) hereof.

Prevention of overspray and runoff must be confirmed during an irrigation audit.

4. Slopes greater than 25% shall not be irrigated with an irrigation system with a *precipitation rate* exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer of the landscape project specifies an alternative design or technology, as part of the *Landscape Documentation Package*, and clearly demonstrates no *runoff* or erosion will occur. Prevention of *runoff* and erosion must be confirmed during the *irrigation audit*.

(2) Hydrozone

- (a) Each *valve* shall irrigate a *hydrozone* with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
- (b) *Sprinkler heads* and other emission devices shall be selected based on what is appropriate for the plant type within that *hydrozone*.
- (c) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and *turf*.
- (d) Individual *hydrozones* that mix plants of moderate and low water use or moderate and high water use may be allowed if:
 1. The *plant factor* calculation is based on the proportions of the respective plant water uses and their respective *plant factors*; or
 2. The *plant factor* of the higher water using plant is used for the calculations.
- (e) Individual *hydrozones* that mix high and low water use plants shall not be permitted.
- (f) On the landscape design plan and irrigation design plan, *hydrozone* areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each *valve* and assign a number to each *valve*.

- (b.) Required Information for Irrigation Design Plans: The irrigation design plan, at a minimum, shall contain:**

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1. An irrigation legend including symbol(s), size and type of equipment (manufacturer and part number), and sprinkler information (GPM, radius, maximum spacing, etc.).
2. The location and size of separate water meters for landscape;
3. The location, type, and size of all components of the irrigation system, including point of connection, controllers, main and *lateral lines*, *valves*, *sprinkler heads*, *moisture sensing devices*, rain switches, quick couplers, pressure regulators, sleeves, and *backflow prevention devices*;
4. Static water pressure at the point of connection to the public water supply;
5. Flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;
6. Irrigation schedule parameters necessary to program smart timers specified in the landscape design;
7. The following statement: “*I have complied with the criteria of the Water Efficient Landscape Ordinance and applied them accordingly for the efficient use of water in the irrigation design plan;*” and
8. The signature of a California-licensed *landscape architect*.

[Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

1.6 Grading Design Plan

- (a) For the efficient use of water, grading of a landscape project site shall be designed to minimize soil erosion, *runoff*, and water waste. Finished grading configuration of the *landscaped area*, including pads, slopes, drainage, post-construction erosion control, and storm water control Best Management Practices, as applicable, shall be shown on the Landscape Plan unless this information is fully included in separate Grading Plans for the project, or unless the project is limited to replacement planting and/or irrigation to rehabilitate an existing *landscaped area*.
- (b) The *project applicant* shall submit a landscape grading plan that indicates finished configurations and elevations of the *landscaped area* including:
 - (1) Height of graded slopes;
 - (2) Drainage patterns;

- (3) Pad elevations;
 - (4) Finish grade; and
 - (5) Storm water retention improvements, if applicable.
- (c) To prevent excessive erosion and *runoff*, it is highly recommended that the *project applicant*:
- (1) Grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable *hardscapes*;
 - (2) Avoid disruption of natural drainage patterns and undisturbed soil; and
 - (3) Avoid soil compaction in *landscaped areas*.
- (d) The Grading Design Plan shall contain the following statement: “I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan” and shall bear the signature of the *landscape architect*, as required by law.

[Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

1.7 Certification of Completion Requirements

- (a) Landscape project installation shall not proceed until the *Landscape Documentation Package* has been approved by the City and any ministerial permits required are issued.
- (b) The *project applicant* shall notify the City at the beginning of the installation work and at intervals, as necessary, for the duration of the landscape project work to schedule all required inspections.
- (c) *Certification of Completion* of the landscape project shall be obtained through a Certificate of Use and Occupancy or a *Permit Final*. The requirements for the Final Inspection and *Permit Closure* include submittal of:
 - (1) *A Landscape Installation Certificate of Completion* in the form included as **Appendix E** of these *Guidelines*, which shall include:
 - (i) Certification by a *landscape architect* that the *landscape project* has been installed per the approved *Landscape Documentation Package*; and
 - (ii) The following statement: “The landscaping has been installed in substantial conformance to the design plans,

and complies with the provisions of the *Water Efficient Landscape Ordinance* for the efficient use of water in the landscape.”

- (2) Documentation of the irrigation scheduling parameters used to set the *controller(s)*;
- (3) An irrigation audit report from a certified irrigation auditor, documentation of enrollment in regional or local water purveyor’s water conservation programs, and/or documentation that the MAWA and EAWU information for the *landscape project* has been submitted to the local water purveyor, may be required at the option of the City.

[Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

1.8 Post-Installation Irrigation Scheduling

- (a) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:
 - (1) Irrigation scheduling shall be regulated by automatic irrigation controllers.
 - (2) *Overhead* irrigation shall be scheduled in accordance with the local water purveyor’s Water Conservation Ordinance. Operation of the irrigation system outside the normal *watering window* is allowed for auditing and system maintenance.

[Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

1.9 Post-Installation Landscape and Irrigation Maintenance

- (a) Landscapes shall be maintained to ensure water use efficiency in accordance with the following.

1.10 (1) West Covina Municipal Code, Chapter 26, Article XIV, Division 1, which establishes a Water Efficient Landscape Standards.

1.11 (2) Such standards as have been established by the various water purveyors with service areas in the City.

2. Provisions for Existing Landscapes

- (a) Irrigation of all *landscaped areas* shall be conducted in a manner conforming to the rules and requirements and shall be subject to penalties

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and incentives for water conservation and water waste prevention, as determined and implemented by the *local water purveyor* and as may be mutually agreed by the *City*.

- (b) Irrigation of all existing *landscaped areas* of one acre or less shall be conducted in a manner conforming to the rules and requirements and shall be subject to penalties and incentives for water conservation and water waste prevention, as determined and implemented by the *local water purveyor* and as may be mutually agreed by the *City*.
- (c) For all existing *landscaped areas* in the *City* over one acre in size the *City* and/or the regional or *local water purveyor* may administer programs such as irrigation water use analyses, irrigation surveys and/or irrigation audits, tiered water rate structures, water budgeting by parcel, or other approaches to achieve landscape water use efficiency community-wide to a level equivalent to or less than would be achieved by applying a *MAWA* calculated with an ETAF of 0.8.
- (d) The architectural guidelines of a *common interest development*, including apartments, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.

Appendix A

EXAMPLE WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the *project applicant* for each Point of Connection. Please complete all sections of the worksheet.

Point of Connection # 1										
<u>Maximum Applied Water Allowance (MAWA)</u>										
Total <i>MAWA</i> = (ETo x 0.7 x LA in Sq. Ft. x 0.62) + (ETo x 1.0 x <i>SLA</i> in Sq. Ft. x 0.62) = Gallons per year for LA+ <i>SLA</i>										
where: <i>MAWA</i> = Maximum Applied Water Allowance (gallons per year) ETo = Reference Evapotranspiration Appendix C (inches per year) 0.7 = Evapotranspiration Adjustment Factor (ETAF) 1.0 = ETAF for Special Landscaped Area LA = Landscaped Area (square feet) 0.62 = Conversion factor (to gallons per square foot) <i>SLA</i> = Special Landscaped Area (square feet)										
Example Calculation: a hypothetical landscape project in West Covina with an irrigated landscaped area of 40,000 square feet with 10,000 square feet of <i>Special Landscaped Area</i> . To calculate <i>MAWA</i> , the annual <i>reference evapotranspiration</i> value for West Covina is 53.1 inches as listed in the Reference Evapotranspiration Table in Appendix C .										
	ETo		ETAF		LA or <i>SLA</i> (ft ²)		Conversion		<i>MAWA</i> (Gallons Per Year)	
<i>MAWA</i> for LA =	53.1	x	0.7	x	40,000	x	0.62	=	921,816	
<i>MAWA</i> for <i>SLA</i> =	53.1	x	1.0	x	10,000	x	0.62	=	329,220	
Total <i>MAWA</i> =						50,000				1,251,036 Gallons per year for LA+ <i>SLA</i>

Water Efficient Landscape Guidelines

Estimated Applied Water Use

$EAUW = ETo \times K_L \times LA \times 0.62 \div IE = \text{Gallons per year}$										
where: <i>EAUW</i> = Estimated Applied Water Use (gallons per year) ETo = Reference Evapotranspiration Appendix C (inches per year) <i>K_L</i> = Landscape Coefficient LA = Landscaped Area (square feet) 0.62 = Conversion factor (to gallons per square foot) IE = Irrigation Efficiency = <i>IME</i> x <i>DU</i> (See definition in Appendix E for example IE percentages) <i>IME</i> = Irrigation Management Efficiency (90%) <i>DU</i> = Distribution Uniformity of irrigation head					$K_L = K_s \times K_d \times K_{mc}$ K _s = species factor (range = 0.1-0.9) (see <i>WUCOLS</i> list for values) K _d = density factor (range = 0.5-1.3) (see <i>WUCOLS</i> for density value ranges) K _{mc} = microclimate factor (range = 0.5-1.4) (see <i>WUCOLS</i>) WUCOLS – www.owue.water.ca.gov/docs/wucols00.pdf					
Example Calculation:										
	ETo		K _L		LA		Conversion		IE	EAUW (Gallons per year)
Special Landscaped Area	53.1	x	1.00	x	10,000	x	0.62	÷	0.75	= 438,960
Cool Season Turf	53.1	x	1.00	x	0	x	0.62	÷	0.71	= 0
Warm Season Turf	53.1	x	0.65	x	0	x	0.62	÷	0.71	= 0
High Water Using Shrub	53.1	x	0.70	x	0	x	0.62	÷	0.71	= 0
Medium Water Using Shrub	53.1	x	0.50	x	15,000	x	0.62	÷	0.65	= 379,869
Low Water Using Shrub	53.1	x	0.30	x	25,000	x	0.62	÷	0.75	= 329,220
Very Low Water Using Shrub	53.1	x	0.20	x	0	x	0.62	÷	0.71	= 0
Other	53.1	x	0.50	x	0	x	0.62	÷	0.71	= 0
Other	53.1	x	0.50	x	0	x	0.62	÷	0.71	= 0
Total EAUW =					50,000					1,148,049 Gallons per year

Compare *EAUW* with *MAWA*.

The *EAUW* (1,042,109 gallons per year) is less than *MAWA* (1,148,049 gallons per year). For this example, the water budget complies with the *MAWA*.

List *sprinkler heads*, *microspray*, and *drip emitters* here along with average *precipitation rate* and *Distribution Uniformity of Irrigation Head*.

<i>Sprinkler Head Types</i>	<i>Average Precipitation Rate</i>	<i>Distribution Uniformity of Irrigation Head</i>
Drip		
Microspray		
Bubbler		
Low precipitation rotating nozzles		
Stream rotors		

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the *project applicant* for each Point of Connection. Please complete all sections of the worksheet.

Point of Connection # ___									
<i>Maximum Applied Water Allowance (MAWA)</i>									
Total <i>MAWA</i> = (ETo x 0.7 x LA in Sq. Ft. x 0.62) + (ETo x 1.0 x <i>SLA</i> in Sq. Ft. x 0.62) = Gallons per year for LA+ <i>SLA</i>									
where:									
<i>MAWA</i> = Maximum Applied Water Allowance (gallons per year)									
ETo = Reference Evapotranspiration Appendix C (inches per year)									
0.7 = Evapotranspiration Adjustment Factor (ETAF)									
1.0 = ETAF for Special Landscaped Area									
LA = Landscaped Area (square feet)									
0.62 = Conversion factor (to gallons per square foot)									
<i>SLA</i> = Special Landscaped Area (square feet)									
<i>MAWA</i> Calculation:									
	ETo		ETAF		LA or <i>SLA</i> (ft ²)		Conversion		<i>MAWA</i> (Gallons Per Year)
<i>MAWA</i> for LA =	53.1	x	0.7	x		x	0.62	=	
<i>MAWA</i> for <i>SLA</i> =	53.1	x	1.0	x		x	0.62	=	
Total <i>MAWA</i> =									

Water Efficient Landscape Guidelines

Estimated Applied Water Use

$EAWU = ET_o \times K_L \times LA \times 0.62 \div IE = \text{Gallons per year}$										
where: $EAWU = \text{Estimated Applied Water Use}$ (gallons per year) $ET_o = \text{Reference Evapotranspiration}$ Appendix C (inches per year) $K_L = \text{Landscape Coefficient}$ $LA = \text{Landscaped Area}$ (square feet) $0.62 = \text{Conversion factor}$ (to gallons per square foot) $IE = \text{Irrigation Efficiency} = IME \times DU$ $IME = \text{Irrigation Management Efficiency}$ (90%) $DU = \text{Distribution Uniformity of irrigation head}$					$K_L = K_s \times K_d \times K_{mc}$ $K_s = \text{species factor}$ (range = 0.1-0.9) (see <i>WUCOLS</i> list for values) $K_d = \text{density factor}$ (range = 0.5-1.3) (see <i>WUCOLS</i> for density value ranges) $K_{mc} = \text{microclimate factor}$ (range = 0.5-1.4) (see <i>WUCOLS</i>) <i>WUCOLS</i> – www.owue.water.ca.gov/docs/wucols00.pdf					
EAWU Calculation:										
	ET _o		K _L		LA		Conversion		IE	EAWU (Gallons Per Year)
Special Landscaped Area	53.1	x	x		x	0.62	÷		=	
Cool Season Turf	53.1	x	x		x	0.62	÷		=	
Warm Season Turf	53.1	x	x		x	0.62	÷		=	
High Water Using Shrub	53.1	x	x		x	0.62	÷		=	
Medium Water Using Shrub	53.1	x	x		x	0.62	÷		=	
Low Water Using Shrub	53.1	x	x		x	0.62	÷		=	
Very Low Water Using Shrubs	53.1	x	x		x	0.62	÷		=	
		x	x		x	0.62	÷		=	
		x	x		x	0.62	÷		=	
		x	x		x	0.62	÷		=	
		x	x		x	0.62	÷		=	
		x	x		x	0.62	÷		=	
		x	x		x	0.62	÷		=	
Other	53.1	x	x		x	0.62	÷		=	
Total EAWU =										

Water Efficient Landscape Guidelines

List *sprinkler heads*, *microspray*, and *drip emitters* here along with average *precipitation rate* and *Distribution Uniformity of Irrigation Head*.

<u>Sprinkler Head Types</u>	<u>Average Precipitation Rate</u>	<u>Distribution Uniformity of Irrigation Head</u>
Drip		
Microspray		
Bubbler		
Low precipitation rotating nozzles		
Stream rotors		

Reference Evapotranspiration (ETo) Table

Appendix C - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
Glendora	2.0	2.3	3.4	4.6	5.0	6.0	7.0	7.0	5.3	4.0	2.7	2.1	51.3
<p>* The values in this table were derived from: 1) California Irrigation Management Information System (CIMIS) 2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999, 3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922 4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426</p>													

Appendix C

Definitions

The terms used in these *Guidelines* have the meaning set forth below:

“*Backflow prevention device*” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“*Conversion factor*” means the number that converts acre-inches per acre per year to gallons per square foot per year.

“*Check valve*” or “*anti-drain valve*” means a valve located under a *sprinkler head*, or other location in the irrigation system, to hold water in the system to prevent drainage from *sprinkler heads* when the sprinkler is off.

“*Certified Landscape Irrigation Auditor*” means a person certified to perform landscape irrigation audits by an accredited academic institution or professional trade organization.

“*Certification of Design*” means the certification included as Exhibit E of these Guidelines that must be included in the *Landscape Documentation Package* pursuant to Section 2.1 of these Guidelines.

“*City*” means the City of West Covina or its authorized designee.

“*Common interest developments*” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351

“*Distribution Uniformity*” or “*DU*” is a measure of how uniformly an irrigation head applies water to a specific target area and theoretically ranges from zero to 100 percent.

“*Drip irrigation*” means any non-spray *low volume irrigation* system utilizing emission devices with a *flow rate* measured in gallons per hour. *Low volume irrigation* systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“*Emitter*” means a *drip irrigation* emission device that delivers water slowly from the system to the soil.

“*Estimated Applied Water Use*” or “*EAWU*” means the annual total amount of water estimated to keep plants in a healthy state. It is based on factors such as reference *evapotranspiration rate*, the size of the *landscaped area*, *plant water use factors*, and the *irrigation efficiency* within each hydrozone.

“*Evapotranspiration adjustment factor*” or “*ETAF*” means “*Reference evapotranspiration*”.

“*Evapotranspiration rate*” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“*Flow rate*” means the rate at which water flows through pipes, *valves* and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“*Hardscapes*” means any durable material or feature (*pervious* and *non-pervious*) installed in or around a *landscaped area*, such as pavements or walls. Pools and other water features are considered part of the *landscaped area* and not considered *hardscapes* for purposes of these Guidelines.

“*Hydrozone*” means a portion of the *landscaped area* having plants with similar water needs and typically irrigated by one *valve/controller* station. A *hydrozone* may be irrigated or non-irrigated.

“*Infiltration rate*” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“*Invasive plants species*” or “*noxious*” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. *Invasive plant species* may be regulated by county agricultural agencies as *noxious species*.

“*Irrigation audit*” means an in-depth evaluation of the performance of an irrigation system conducted by a *Certified Landscape Irrigation Auditor*. An *irrigation audit* includes, but is not limited to: inspection, system tune-up, system test with *distribution uniformity* or emission uniformity, reporting *overspray* or *runoff* that causes overland flow, and preparation of an irrigation schedule.

“*Irrigation Management Efficiency*” or “*IME*” means the measurement used to calculate the *irrigation efficiency* of the irrigation system for a landscaped project. A 90% IME can be achieved by using evapotranspiration controllers, soil moisture sensors, and other methods that will adjust irrigation run times to meet plant water needs.

“*Irrigation efficiency*” or “*IE*” means the measurement of the amount of water beneficially used divided by the amount of water applied to a *landscaped area*. *Irrigation efficiency* is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average *irrigation efficiency* for purposes of these *Guidelines* is 0.71. Greater *irrigation efficiency* can be expected from well designed and maintained systems. The following irrigation efficiency may be obtained for the listed irrigation heads with an IME of 90%:

- a. Pop-up stream rotator heads = 75%
- b. Stream rotor heads = 75%
- c. Microspray = 75%
- d. Bubbler = 80%
- e. Drip emitter = 85%
- f. Subsurface irrigation = 90%

“*Landscape coefficient*” (K_L) is the product of a *plant factor* multiplied by a density factor and a *microclimate* factor. The *landscape coefficient* is derived to estimate water loss from irrigated *landscaped areas* and *special landscaped areas*.

“*Landscape Documentation Package*” means the package of documents that a *project applicant* is required to submit to the *City* pursuant to Section 2.1 of these Guidelines.

“*Landscape Installation Certificate of Completion*” means the certificate included as Exhibit F of these *Guidelines* that must be submitted to the *City* pursuant to Section 2.7(a)(1) of hereof.

“*Landscape professional*” means a licensed *landscape architect*, licensed landscape contractor, or any other *person* authorized to design a landscape pursuant to Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the California Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the California Food and Agriculture Code.

“*Landscaped area*” means all the planting areas, *turf* areas, and *water features* in a landscape design plan subject to the *Maximum Applied Water Allowance* and *Estimated Applied Water Use* calculations. The *landscaped area* does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other *pervious* or *non-pervious hardscapes*, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“*Lateral line*” means the water delivery pipeline that supplies water to the *emitters* or sprinklers from the *valve*.

“*Low volume irrigation*” means the application of irrigation water at low pressure through a system of tubing or *lateral lines* and low-volume *emitters* such as drip, drip lines, and bubblers. *Low volume irrigation* systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“*Main line*” means the pressurized pipeline that delivers water from the water source to the *valve* or outlet.

“*Maximum Applied Water Allowance*” or “*MAWA*” means the upper limit of annual applied water for the established *landscaped area*, as specified in Section 2.2 of these *Guidelines*. It is based upon the area’s *reference evapotranspiration*, the *ETAF*, and the size of the *landscaped area*. The *Estimated Applied Water Use* shall not exceed the *Maximum Applied Water Allowance*.

“*Microclimate*” means the climate of a small, specific area that may contrast with the climate of the overall landscaped area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

“*Mulch*” means any organic material such as leaves, bark, straw or compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“*Non-pervious*” means any surface or natural material that does not allow for the passage of water through the material and into the underlying soil.

“*Operating pressure*” means the pressure at which the parts of an irrigation system of sprinklers are designed to operate at by the manufacturer.

“*Overspray*” means the irrigation water which is delivered beyond the target area.

“*Person*” means any natural person, firm, joint venture, joint stock company, partnership, public or private association, club, company, corporation, business trust, organization, public or private agency, government agency or institution, school district, college, university, any other user of water provided by the *City* or the *local water purveyor*, or the manager, lessee, agent, servant, officer, or employee of any of them or any other entity which is recognized by law as the subject of rights or duties.

“*Pervious*” means any surface or material that allows the passage of water through the material and into the underlying soil.

“*Plant factor*” or “*plant water use factor*” is a factor, when multiplied by *ET_o*, that estimates the amount of water needed by plants. For purposes of this *Water Efficient Landscape Ordinance*, the *plant factor* range for low water use plants is 0 to 0.3; the *plant factor* range for moderate water use plants is 0.4 to 0.6; and the *plant factor* range for high water use plants is 0.7 to 1.0. *Plant factors* cited in these *Guidelines* are derived from the Department of Water Resources 2000 publication “Water Use Classification of Landscape Species.”

“*Precipitation rate*” means the rate of application of water measured in inches per hour.

“*Project applicant*” means the person submitting a *Landscape Documentation Package* required under Section 2.1 to request a permit, plan check, or design review from the local agency. A *project applicant* may be the property owner or his or her designee.

“*Property owner*” or “*owner*” means the record owner of real property as shown on the most recently issued equalized assessment roll.

“*Reference evapotranspiration*” or “*ET_o*” means a standard measurement of environmental parameters which affect the water use of plants. *ET_o* is given expressed in inches per day, month, or year as represented in Appendix B of these *Guidelines*, and is an estimate of the evapotranspiration of a large field of four to seven-inch tall, cool-season grass that is well watered. *Reference evapotranspiration* is used as the basis of determining the *Maximum Applied Water Allowances*.

“*Recycled water*” or “*reclaimed water*” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and *water features*. This water is not intended for human consumption.

“*Runoff*” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscaped area. For example, *runoff* may result from water that is applied at too great a rate (application rate exceeds *infiltration rate*) or when there is a slope.

“*Special Landscaped Areas*” or “*SLA*” means an area of the landscape dedicated solely to edible plants such as orchards and vegetable gardens, areas irrigated with *recycled water*, *water features* using *recycled water*, and areas dedicated to active play such as parks, sports fields, golf courses, and where *turf* provides a playing surface.

“*Sprinkler head*” means a device which delivers water through a nozzle.

“*Static water pressure*” means the pipeline or municipal water supply pressure when water is not flowing.

“*Station*” means an area served by one *valve* or by a set of *valves* that operate simultaneously.

“*Swing joint*” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

“*Turf*” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

“*Valve*” means a device used to control the flow of water in an irrigation system

“*Water Efficient Landscape Ordinance*” means Ordinance No. 2205, adopted by the City Council on April 6, 2010, and codified in the West Covina Municipal Code in 26-750.1000 to 26-750.1500.

“*Water Efficient Landscape Worksheets*” means the worksheets required to be completed pursuant to Section 2.2 of these *Guidelines* and which are included in Appendix B hereof.

“*Water feature*” means a design element where open water performs an aesthetic or recreational function. *Water features* include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of *water features* is included in the high water use *hydrozone* of the *landscaped area*. Constructed wetlands used for on-site wastewater treatment, habitat protection, or storm water best management practices that are not irrigated and used solely for water treatment or storm water retention are not *water features* and, therefore, are not subject to the water budget calculation.

“*Watering window*” means the time of day irrigation is allowed.

“*WUCOLS*” means the Water Use Classification of Landscape published by the University of California Cooperative Extension, the Department of Water Resources, and the Bureau of Reclamation, 2000. www.owue.water.ca.gov/docs/wucols00.pdf

Appendix D

CERTIFICATION OF LANDSCAPE DESIGN

I hereby certify that:

- (1) I am a landscape architect licensed in the State of California to provide professional landscape design services.
- (2) The landscape design and water use calculations for the property located at _____ (provide street address or parcel number(s)) were prepared by me or under my supervision.
- (3) The landscape design and water use calculations for the identified property comply with the requirements of the City of West Covina Water Efficient Landscape Ordinance (Municipal Code Sections 26-750.1000 through 26-750.1500) and the Planning Commission Guidelines for Water Efficient Landscaping.
- (4) The information I have provided in this Certificate of Landscape Design is true and correct and is hereby submitted in compliance with the City of West Covina Guidelines for Water Efficient Landscaping and the Water Efficient Landscaping Ordinance.

This form shall be included with the Landscape Review Application for Landscape and Irrigation Plan Check.

Print Name

Date

Signature

License Number

Address

Telephone

E-mail Address

Landscape Design Professional's Stamp
(If applicable)

Appendix E

LANDSCAPE INSTALLATION CERTIFICATE OF COMPLETION

I hereby certify that:

- (1) I am a landscape architect licensed in the State of California to provide professional landscape design services.
- (2) The landscape project for the property located at _____
_____ (provide street address or parcel number(s)) was installed by me or under my supervision.
- (3) The landscaping for the identified property has been installed in substantial conformance with the approved Landscape Documentation Package and complies with the requirements of the City of West Covina Water Efficient Landscape Ordinance (Municipal Code Sections 26-750.1000 through 26-750.1500) and the Planning Commission Guidelines for Water Efficient Landscaping.
- (4) The information I have provided in this Landscape Installation Certificate of Completion is true and correct and is hereby submitted in compliance with the City of West Covina Guidelines for Water Efficient Landscaping and the Water Efficient Landscaping Ordinance.

Print Name

Date

Signature

License Number

Address

Telephone

E-mail Address

Landscape Design Professional's Stamp
(If Appropriate)



Appendix F

CITY OF WEST COVINA
PLANNING DEPARTMENT

Instructions for Filing a Landscape Review Application

The following must be submitted before the Planning Department can review the project:

1. Application, including description of proposal: 1 copy
2. Landscape Plan: 3 prints required at time application is submitted. Please fold prints to maximum size of 8½" x 13" (*additional prints, also folded, may be required at a later time.*)
3. Filing Fee: Deposit of \$650.00 (\$140.00 filing fee plus \$104.00 per hour consultant fee)

Explanation Of Items 1 Through 4

1. Application and Description Of Proposal

Fill out the enclosed form. The Description of Proposal (item III on application form) should include the objective and/or underlying theme of the proposal, the way in which the individual components of the plan achieve the stated objective/theme, and how this proposal relates to the planned and/or existing hardscape and structures on the site.

2. Landscape Plan

Landscape and irrigation plans in conformance with the Planning Commission Guidelines for Water Efficient Landscaping.

3. Filing Fee

Deposit of \$650.00 (\$140.00 filing fee plus \$104.00 per hour consultant fee)

Application

Landscape Plan No. _____

(in conjunction with case no. _____)

I. APPLICANT INFORMATION

Applicant: _____

address: _____

phone _____ fax _____ pager/cell _____

e-mail _____

Project Coordinator: _____ Title: _____

address: _____

phone _____ fax _____ pager/cell _____

e-mail _____

Landscape Architect: _____

address: _____

phone _____ fax _____ pager/cell _____

e-mail _____

Federal Express Account No.: _____ (All mailing/shipping of plans to consultant, City Hall and applicant will be billed to the above account. United States Postal Service will be used if expedited shipper is not specified)

(Alternate shipper and account number: _____)

II. PROPERTY INFORMATION

Location (address, including zip code) _____

_____ Site currently zoned as: _____

This plan does/does not include a request for a Tree Removal Permit.

III. DESCRIPTION OF PROPOSAL (type on letterhead, and attach to this form)

IV. Applicant's Signature: _____

Applicant's Printed Name: _____ Date: _____

Occupant's Permission To Enter And Investigate Site

City of West Covina
Planning Department
1444 West Garvey Avenue
West Covina, CA 91790

I, _____, as _____
(owner or lessee)

and occupant of the property located at _____ do hereby authorize representatives of the City of West Covina to enter upon the above-mentioned property for inspection purposes and to obtain photographs of the subject property to process and approve Landscape Plan application number _____. This authorization terminates upon the final decision on the case, made either by the Planning Department, Planning Commission, or City Council of the City of West Covina.

I do / do not have a dog on the premises.
(circle one)

Signature Date

To be filled out by occupant (owner or lessee)

Deposit Agreement

Landscape Plan No. _____

This is to certify that I, _____
(applicant)

understand that the \$650.00 deposited at the time of the filing of this application is to be used to cover the \$140.00 filing fee, additional consultant fees at the rate of \$104.00 per hour, and City Attorney time at current rates. Should my deposit be depleted at any time prior to the completion of the process, the process will be suspended until additional deposits, the amount of which shall be determined by the Planning Department, are made. Failure to provide additional funds within ten (10) days after notification of depletion shall be cause for withdrawal of this application. I also understand that prior to the issuance of any future building permit(s) associated with this application, all fees must be collected and deposit accounts settled.

Signed: _____

Date: _____

Attachment 3

**CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between the CITY OF WEST COVINA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services attached hereto as Exhibit “A,” incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all

such laws and regulations. Officers and employees shall not be liable at law or in equity occurring by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or intellectual disability, medical condition, pregnancy, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that 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 written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.8 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public

disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is greater. The Department Head or City Manager is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for

termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by

Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary

insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of _____, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

6.4. **Notices.** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel: _____
Fax: _____
Email: _____
Attn: _____

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: _____
Fax: _____
Email: _____
Attn: _____

6.5. **Attorneys' Fees.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

Commented [KHB1]: Many Cities are moving away from attorney's fee provisions. I think we should do so for public works contracts entirely. For PSAs, I think it is best to evaluate on a case by case basis whether we want it or not.

6.6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. **Assignment.** Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. **Indemnification and Hold Harmless.** Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized

subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise 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, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any

claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090.

6.15. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.25 Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
[Mayor or City Manager]

CONSULTANT

_____ Date: _____
Signature

Name and Title

ATTEST:

Assistant City Clerk of the
City of West Covina

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management