



REQUEST FOR PROPOSAL

Primrose Park Playground January 16, 2020

Proposed Intent: The Cordova Recreation & Park District is seeking proposals for new playground equipment for the Primrose Park Playground. The District's goal is to remove existing playground equipment and purchase and install new playground equipment that meets the design parameters below.

Project Site: The playground will be located at Primrose Park, 9142 Rose Parade Way, Sacramento, CA 95826. See Exhibit A for vicinity map, Exhibit B for playground location in the park, Exhibit C for photos of playground location, and Exhibit D for public comments from our community meeting on this project held on September 24, 2019, and Exhibit E for the topography survey and Exhibit F for a sample construction agreement.

Timeline: Proposals must be submitted to the Cordova Recreation & Park District, Attn: Cristina James, CJames@crpd.com, 2729 Prospect Park Drive Suite 230, Rancho Cordova, CA, 95670 by **2:00 p.m., Wednesday February 19, 2020**. Proposals may be emailed, mailed, or hand delivered by the stated deadline.

Proposals should be addressed to:

Cordova Recreation & Park District
Attn: Cristina James
2729 Prospect Park Drive Ste. 230
Rancho Cordova, CA 95670

Playground Equipment Delivery: The proposed playground equipment and any associated items must include delivery to Primrose Park. Playground delivery address is as follows:

Primrose Park
9142 Rose Parade Way
Sacramento, CA 95826

Budget: The playground equipment and installation budget, including shipping, installation, and any associated items, is **\$120,000 total**.

Design Parameters: The following parameters must be followed:

1. Must comply with the 2010 ADA Standards for Accessible Design, Chapter 10, Section 1008.
2. Must meet the latest edition of the Consumer Product Safety Commission (CPSC) guidelines for playgrounds.
3. Each play component must conform to the latest American Society for Testing and Materials (ASTM) Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use standard (Designation F1487-17).
4. Each play component must be certified by the International Play Equipment Manufacturers Association (IPEMA).
5. Impact attenuating surface must comply with American Society for Testing and Materials

(ASTM) for playground surfacing and impact attenuation (designations F2223-19 and F1292-18)

6. Playground equipment layout must fit within the existing playground curb layout. This includes any areas required for fall zones. The playground is approximately 3,000 SF, a 63' diameter circle.
7. It is the District's intent that the playground design addresses the community comments (Exhibit D) and includes a variety of developmentally appropriate features. The playground design should address user comfort (i.e. shade and seating etc.), and encourage children's independence, social interaction, graduating levels of complexity, strength building play, sensory integration, cozy spaces, intergenerational participation, and creative play. The following general play elements are to be included in the proposal:
 - i. A unique main playground structure to include, but not limited to, ropes, cables, nets, slides, and spinners.
 - No stand-alone flexible climbers
 - May include, but not limited to, spinning, balancing, sliding, and climbing.
 - ii. Playground equipment should be designed to accommodate children ages 2-12.
 - iii. Components that provide variety in balance, upper body strength and coordination, lower body strength, and movement.
 - iv. Components that remain somewhat open and provide clear visibility through, into, and around the playground.
 - v. As space permits individual ground level play pieces are encouraged.
 - vi. One bay of swings.

Submittals: The following submittals, in readable format, are to be included in every bid:

1. A scaled plan view and section/elevation or 3D type image of the proposed playground equipment.
2. A plan view (does not need to be scaled) that identifies each component of the playground equipment and any separate components by name, model number, etc.
3. Photo(s) of three previous designs or similar playground projects that have been installed.
4. Technical specifications, warranties, and information regarding the availability of replacement parts on playground equipment components.
5. Cut sheets for "off-the-shelf" items.
6. A comprehensive quote itemized for equipment, installation, taxes, and shipping. Each quote must have the following information:
 - a) Product Models
 - b) Material Costs
 - c) Freight Costs
 - d) Approximate Delivery Date from the Notice of Award Date
 - e) Installation Costs
 - f) Structural Engineering Package
 - g) Fees and Permits
7. Please list any exceptions or exclusions to the sample construction agreement attached as Exhibit F.

Additional Information:

1. It is the District's goal to have the playground installed by November, 2020.
2. Colors of playground equipment will be decided with the successful proposer after award of contract.
3. Please include in your proposal if a down payment is required prior to shipping.

Selection Process: After the proposals are received, they will be reviewed by District staff. Preferred proposals will be brought to the community in March 2020 for their input. Due to the time this necessary outreach takes, bids must valid for 120 days. The successful proposal will be selected based on the criteria stated in the design parameters and feedback given by the community. A District representative will notify every candidate of the RFP outcome.

Permits: District staff will work with the successful proposer to obtain all necessary County of Sacramento permits.

District Contact: Questions should be referred to Cristina James in the District's Park Planning Department, via email at CJames@crpd.com.

EXHIBIT A: VICINITY MAP

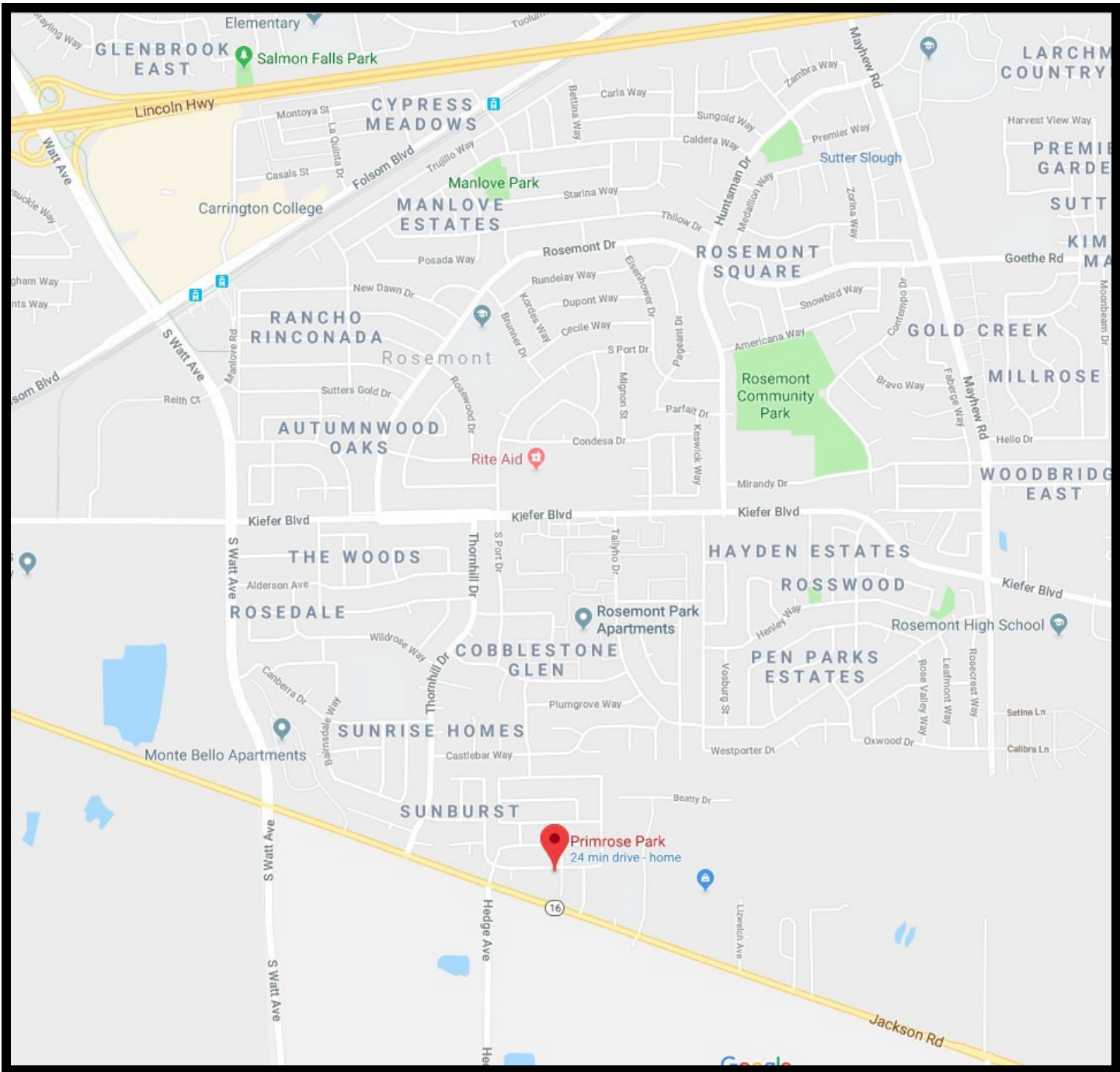
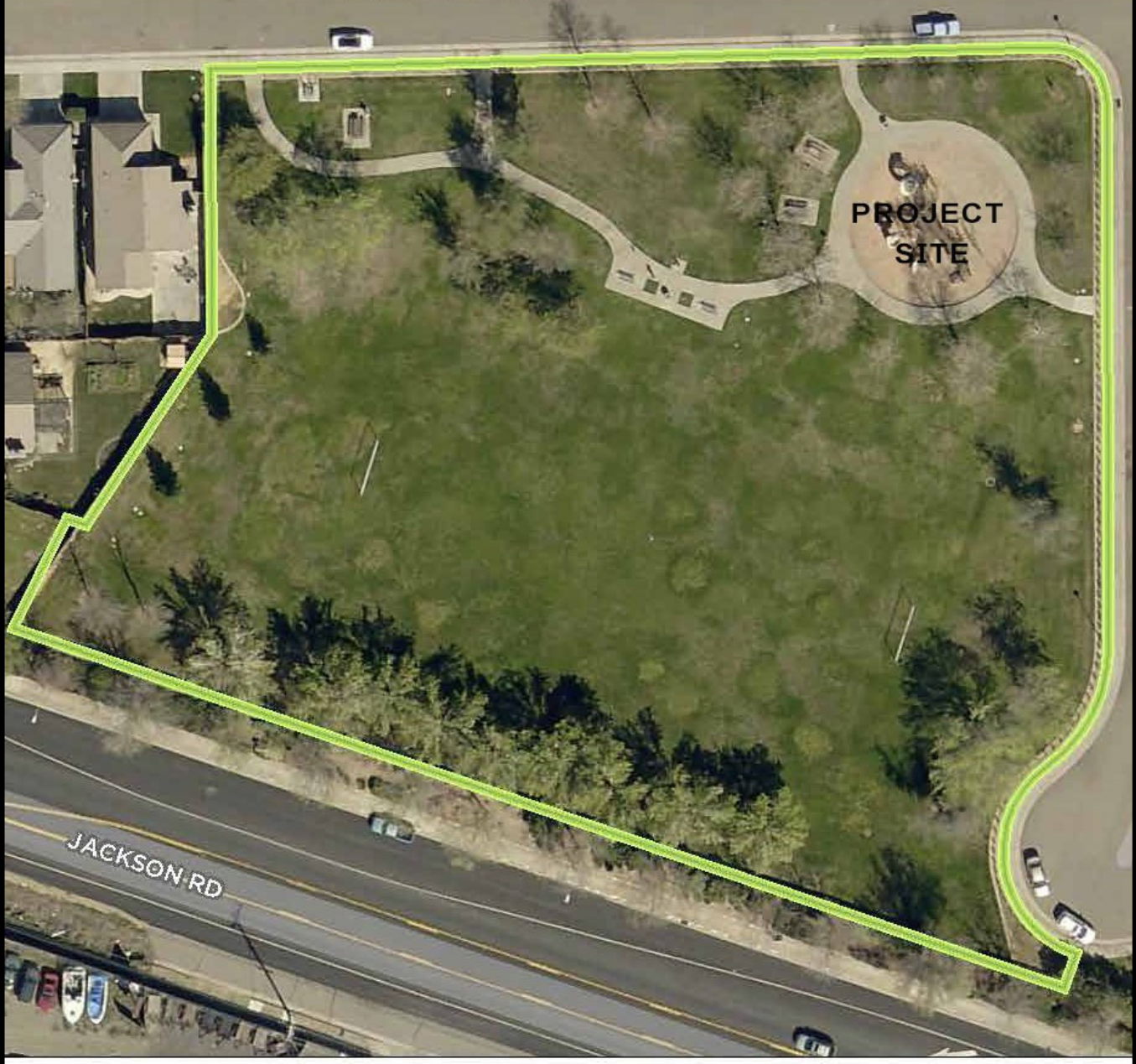


EXHIBIT B: PLAYGROUND LOCATION

PRIMROSE PARK

ROSE PARADEWAY



PROJECT
SITE

JACKSON RD

EXHIBIT C: EXISTING SITE PHOTOS



**EXHIBIT D: COMMUNITY MEETING
COMMENTS**

Primrose Park Community Meeting

September 24, 2019

RE: Playground Renovation

During the Community meeting at Primrose Park, CRPD received the following feedback:

- One meeting attendee approved of the inclusion of swings in the proposed renovation ideas.
- Some meeting attendees expressed their concern that some of the amenities, such as an enclosed playhouse, could draw homeless and vagrancy problems.
- There were comments and feedback about the park's general appearance and upkeep.

Feedback from the Sticker boards:

- From the **Primrose Park Swing Options**, the traditional swing set received the most approval from meeting attendees
- From the **Primrose Park Structures and Shade Options**, the playground with shade structure received the most approval from meeting attendees.
 - The Nook and Loft Toddler play feature also received significant approval compared to the rest of the amenities offered on this board.
- From the **Primrose Park Spinners and Climbers Options**, the most approved feature was the in-ground trampoline
 - The Playground Spinner also received significant approval compared to the rest of the amenities offered on the board.



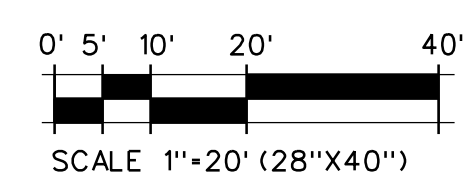
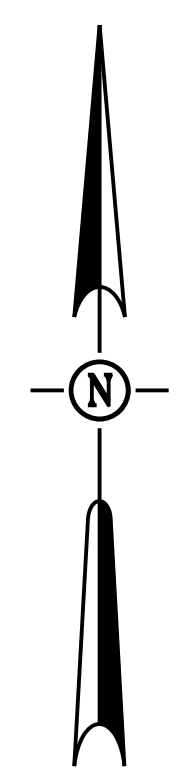
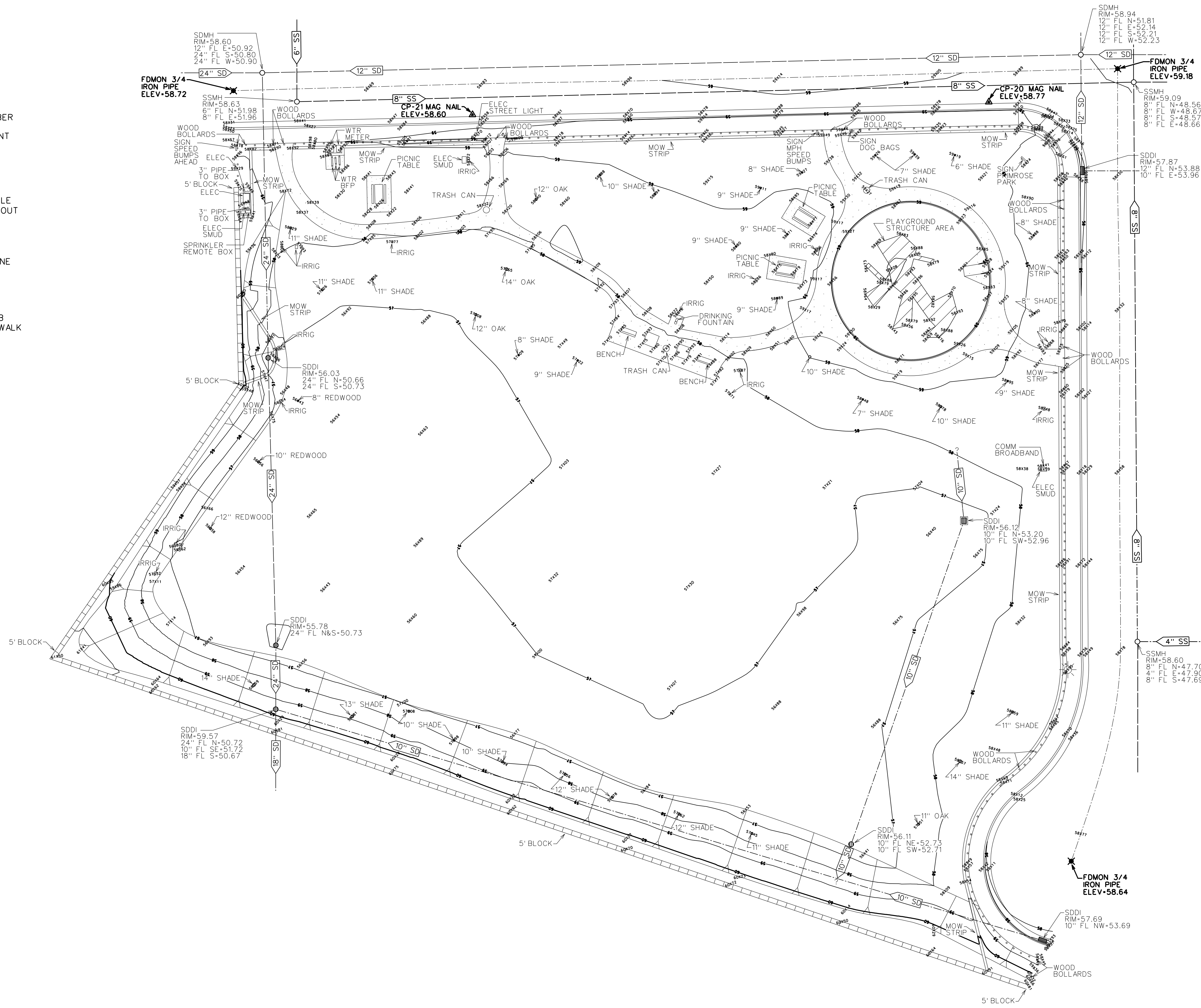
EXHIBIT E: Topography Survey

LEVEL LEGEND

- AC----- ASPHALT
- BOR-BRDR----- BORDER
- CHLNK----- CHAIN LINK
- CONC----- CONCRETE
- CONTOUR-MAJOR----- MAJOR CONTOUR
- CONTOUR-MINOR----- MINOR CONTOUR
- CONTOUR-TEXT----- CONTOUR TEXT
- CP----- CONTROL POINT
- ELEC----- ELECTRIC
- EP----- EDGE OF PAVEMENT
- FENCE----- EXISTING FENCE
- FH----- FIRE HYDRANT
- FOUND MONUMENT----- FOUND MONUMENT
- GAS----- GAS
- HDCP----- HANDICAP
- IRRG----- IRRIGATION CONTROL
- LEGEND----- MAP LEGEND
- MAP-APN----- ASSESSOR PARCEL NUMBER
- MAP-LOT_LINE----- LOT LINE
- MAP-PU-EASEMENT----- PUBLIC UTILITY EASEMENT
- MAP-ROW_LINE----- RIGHT OF WAY LINE
- MOWST----- MOWSTRIP
- NOTES----- MAP NOTES
- PED----- PEDESTAL CABINET
- SDDI----- STORM DRAIN INLET
- SDMH----- STORM DRAIN MANHOLE
- SSMH----- SANITARY SEWER MANHOLE
- SSCO----- SANITARY SEWER CLEANOUT
- SIGN----- SIGN
- SLOPE----- EXISTING SLOPE
- SPOT_ELEV----- SPOT ELEVATION
- ST-CNTRLN----- STREET CENTERLINE
- ST-GFL----- STREET GUTTER FLOWLINE
- ST-LIGHT----- EXISTING LIGHT
- ST-LIP----- STREET LIP OF GUTTER
- ST-NAME----- STREET TEXT
- ST-SCORE----- SIDEWALK SCORE LINE
- ST-SDRAIN----- EXISTING STORM DRAIN
- ST-TBC----- STREET TOP BACK CURB
- ST-TBW----- STREET TOP BACK OF WALK
- TEXT1----- TEXT
- TOE----- TOE OF SLOPE
- TOP----- TOP OF SLOPE
- TREE----- EXISTING TREE
- WATER----- EXISTING WATER
- WMTR----- WATER METER
- XWALK----- CROSSWALK

LEGEND

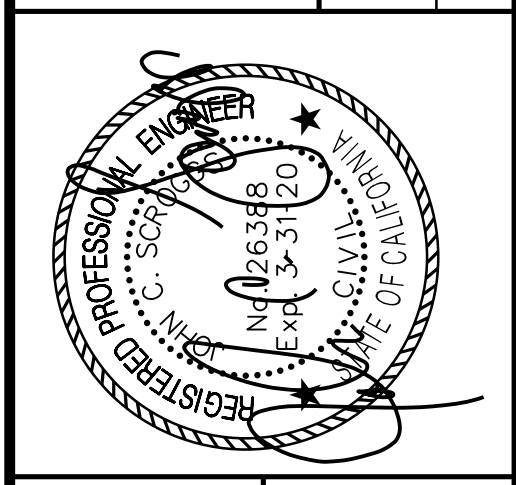
- FIRE HYDRANT
- SPOT ELEVATION
- STREET LIGHT
- WATER VALVE
- CONTROL POINT
- CONCRETE
- FENCE LINE
- FOUND 3/4 IRON PIPE



NO.	DESCRIPTION	DATE	BY

INITIAL	JG, KR	JG	JS

BENCHMARK ELEV. 53.23 DATUM: NAVD 88
 DESCRIPTION: 21-58 2" BRONZE DISC STAMPED "SAC. CO. DEPT. OF PUBLIC WORKS B.M. 2158-8871 LOCATED IN TOP CORNER OF SOUTH-EAST CORNER OF JACKSON HWY & SOUTH WALK AVE."
 SCALE: AS SHOWN JOB NO. 1915-14
 RELEASE 1 OCTOBER 03, 2019



TOPOGRAPHIC SURVEY
CORDOVA RECREATION AND PARK DISTRICT
 RANCHO CORDOVA, CALIFORNIA
PRIMROSE PARK

CONSULTING ENGINEERS
KASL
 7777 Greenback Lane
 Suite 104
 Citrus Heights, CA 95610
 Tel. (916) 722-1800
 Fax (916) 722-4295
 CIVIL - WATER RESOURCES - SURVEYING

EXHIBIT F: Sample Construction Agreement

CONSTRUCTION AGREEMENT

This Agreement is made and entered into this day of _____, 20____, between CORDOVA RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as “District” and _____, hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, the Board of Directors of District have caused plans and specifications for the work herein mentioned to be prepared, and have approved and adopted said plans and specifications; and

WHEREAS, the Board of Directors of District have adopted the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22000, et seq., and

WHEREAS, the District has determined that it is in the best interest of the District to enter into this contract with Contractor for the construction of the work herein mentioned; and

WHEREAS, Contractor has agreed to perform the work specified in said plans and specifications for the amount set forth herein;

NOW THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the parties hereto as follows:

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into and made a part of this Agreement: the contract drawings; specifications for the project, any notices inviting bids and/or instructions to bidders; the bid and proposal of Contractor, all required bonds, and all supplemental agreements covering alterations, amendments or extensions to this Agreement. The documents which describe the work to be performed are collectively referred to herein as the “Plans and Specifications”.

It is understood and agreed that all said contract documents are intended to cooperate, so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all contract documents, so that the true meaning of all documents, when taken together, shall control the work pursuant to this Agreement.

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, services, transportation, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, building permits, sales taxes, shop drawings and samples, to complete in a workman-like manner, the following work: the _____, as provided for and set forth

in the Plans and Specifications, which Plans and Specifications are hereby incorporated herein by this reference and made a part of this Agreement.

All of the work performed pursuant to this Agreement shall be under the supervision of, and performed to the satisfaction of, the assigned representative of District who shall have the right to reject any and all materials and supplies furnished by Contractor which do not comply with the Plans and Specifications, and who shall also have the right to require Contractor to replace any and all work furnished by Contractor which is not, either in workmanship or material, in strict accordance with the Plans and Specifications.

COMPLETION

3. Contractor shall be required to begin work 10 calendar days after written notification to that effect by District, and to complete work in accordance with the Plans and Specifications to the satisfaction of District within calendar days from the date of the Notice to Proceed.

Should Contractor fail to complete the work described in this Agreement and the other contract documents incorporated herein within the time fixed for completion, Contractor shall be liable to District in the sum of Two Hundred and Fifty Dollars (\$250.00) per calendar day for each day said work remains incomplete beyond the time set for completion in the Contract Documents as and for agreed and liquidated damages. It is expressly agreed and stipulated by and between the parties hereto that said liquidated damages do not constitute a penalty since it would be impractical and extremely difficult to fix the actual amount of damages to District as the result of any failure to complete the work within the period of time specified in the contract documents. Time is of the essence of this contract.

PAYMENT

4. District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: Dollars (\$). No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

If Contractor performs the work in accordance with the Contract documents and to the satisfaction of District, District shall pay Contractor as follows: payment in the amount of ninety-five percent (95%) of the contract amount within 60 days of completion of the work. The remaining five percent (5%) shall be held in retention by the District until final completion, acceptance of the work by the District and the expiration of the time for filing stop notices and/or other liens. In lieu of any withholding of money, and in accordance with the provisions of California Public Contract Code Section 22300, Contractor may substitute securities to insure performance under this Agreement at its own cost and expense.

No payment will be made until defective work and materials have been removed, replaced and made good in accordance with the Plans and Specifications. In any event, payment

made shall not be construed to be an acceptance of defective work or improper materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims plus reasonable attorney fees and costs. Releases or receipted vouchers in settlement of these liens or claims that meet the requirements of California Civil Code Section 3262 and that are satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in the Plans and Specifications and contemplated by the contract documents.

Upon submission of a statement for payment, unconditional waivers from all suppliers of labor, materials, equipment and/or supplies for the work, and after verification thereof by the assigned representative of District, a Notice of Completion and/or Notice of Acceptance will be issued by District. Thirty-five (35) calendar days after the issuance of the Notice of Completion and/or Notice of Acceptance, the balance of the contract price will be paid to Contractor, provided there are no mechanic's liens of record or stop notices in effect at that time. No Notice of Completion and/or Notice of Acceptance shall be issued and/or no payment shall be made to Contractor until all defective work and materials have been removed, replaced and made good in accordance with the Plans and Specifications.

CHANGE ORDERS

5. Contractor shall notify District when it encounters work which exceeds the quantities estimated immediately upon ascertaining the additional quantities. Contractor shall apply for a Change Order as provided in this Section, covering any such additional quantities within ten (10) days of the completion of the work. Failure by Contractor to do so will result in a waiver by Contractor of its right to recover any additional compensation from the District for said additional quantities.

District may, at any time, by written change order make changes in the work, or extend the time to complete the work, as deemed necessary by District. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of this Agreement, there shall be an equitable adjustment in the payment price. The price adjustment shall be determined by one of the following methods in the order of precedence listed:

- A. Based on the unit prices contained in section 4, if applicable.
- B. Mutually agreed-upon lump sum or unit price adjustment.
- C. Contractor's actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight and delivery) and equipment/tools (at actual or fair/prevaling rental rates) directly engaged in the performance of the extra work plus a fifteen percent (15%) mark-up for overhead and profit. For price adjustments under this section, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents, including payroll records, invoices, purchase orders, contracts and lease agreements.

PREVAILING WAGES

6. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work or any part of the work completed under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor or by any sub-contractor doing or contracting to do any part of the work contemplated by this Agreement. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection, at the office of the District Administration.

Pursuant to SB 854 Public Works requirements for contractors and public agencies a) no contractor or subcontractor may be listed on a bid proposal for a public works project unless they are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; b) no contractor or subcontractor may be awarded a public works contract unless registered with the Department of Industrial Relations (Labor Code section 1725.5); and c) work performed on the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

INSURANCE

8. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. Public Liability and Property Damage Insurance. Contractor shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Contractor shall also name District as an additional insured and shall directly protect, as well as provide the defense for District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

If Contractor fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 13 of this Agreement.

B. Workers' Compensation Insurance. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, District may declare a default in the performance of this Agreement and exercise the remedies specified in Section 13 of this Agreement.

By execution of this Agreement, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, I will comply with such provisions before commencing the performance of the work of this contract.”

As part of the execution of this Agreement, Contractor agrees to furnish a certificate or certificates substantiating the fact that it has taken out the insurance set forth above for the period covered by the Contractor and with any insurance carrier acceptable to District under terms satisfactory to District. Each such certificate shall bear an endorsement precluding the cancellation

or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after District shall have received notification of such cancellation or reduction.

PERFORMANCE AND PAYMENT BONDS

9. Contractor shall, at the time of execution of this Agreement, file two (2) separate bonds with District, each made payable to District. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of this Agreement at the expense of Contractor. One bond shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement and shall guarantee the faithful performance of all aspects of this Agreement. The second bond shall be the payment bond required by Division Three, Part 4, Title 15, Chapter 7 of the Civil Code of the State of California, and shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement to guarantee the payment of wages and of bills contracted for materials, supplies or equipment used in the performance of this Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provisions of this Agreement shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code. Prior to beginning work under this Agreement, Contractor shall furnish a certification from either the Department of Insurance and/or Sacramento County Clerk evidencing the status of any and all sureties issuing the bonds required under this Agreement. Contractor further certifies and represents that said sureties are authorized to do business in the State of California and that the bonds fully comply with Civil Code Sections 3247 and 3248.

INDEMNIFICATION

10. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

GUARANTEE

11. Contractor unconditionally guarantees all materials and workmanship furnished under this Contract, and agrees to replace at its sole cost and expense, and to the satisfaction of District,

any and all materials which may be defective or improperly installed. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one year from the date of District's acceptance of the work. This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

PERMITS AND INSPECTIONS

12. Contractor agrees and understands that it is the responsibility of Contractor to obtain and pay for all necessary permits required for the performance of the work described in this Agreement as well as calling for and obtaining all required inspections during the course of the work on the project which is the subject matter of this Agreement. Contractor shall hold of a current, valid and appropriate contractor's license for the work.

DEFAULT BY CONTRACTOR

13. If Contractor fails to expeditiously advance the project, or installs work that does not comply with the requirements of the Plans and Specifications, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the project, or fails to otherwise promptly pay for work or materials supplied to the project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages assessed by the District against the Contractor pursuant to the provision of this Agreement.

MISCELLANEOUS PROVISIONS

14. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorneys' fees incurred in good faith.

15. This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

16. It is hereby expressly agreed that time is of the essence of this Agreement including all contract documents incorporated herein.

17. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

18. The terms of this Agreement may be modified only by the mutual consent and written agreement of District and Contractor.

IN WITNESS WHEREOF, the CORDOVA RECREATION AND PARK DISTRICT has, by order of its Board of Directors, caused this Agreement to be signed by the General Manager and Contractor and has executed this Agreement on the date and year first above written.

CORDOVA RECREATION AND PARK DISTRICT,
a political subdivision of the State of California

By _____
General Manager

CONTACTOR

By _____

License Number _____