

INVITATION TO BID

**Maintenance of Landscape Corridors in the
Cordova Recreation and Park District**

**VILLAGES OF ZINFANDEL, ANATOLIA I & II, ANATOLIA III, SUNRIDGE PARK
DEVELOPMENT**



NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the Cordova Recreation and Park District, Rancho Cordova, CA for specifications to provide:

Maintenance of Landscape Corridors in the Cordova Recreation and Park District

The Cordova Recreation and Park District (District) is requesting bids from property licensed contractors for landscape maintenance in strict accordance with the specifications. A Class C27 Landscape Contractor's License is required for this project. A mandatory pre-bid meeting will be held **Thursday, October 5, 2017 at 8:30 AM** at the District's Headquarters, 2729 Prospect Park Drive, Suite 230, Rancho Cordova, 95670. A tour of the landscape corridors will be conducted after the meeting.

All addendum questions are due **by Thursday, October 12, 2017 at 5 PM**. Bids must be received at the District's Headquarters no later than **2:00 PM on Wednesday, October 18, 2017**.

The bid specifications and forms can be obtained on the District website: www.crpdpd.com. Hard copies of the project manual are available for \$20 from the Cordova Recreation and Park District's offices at 2729 Prospect Park Drive, Suite 230, Rancho Cordova 95670 between the hours of 7:30am and 5:30 pm. The District reserves the right to reject any and/or all bids received. All bids and bid questions should be directed to:

Jim Morales, Park Services Supervisor II
2729 Prospect Park Drive Ste. 230
Rancho Cordova, CA 95670
(916) 367-2844 jmorales@crpd.com

Bids will be examined, evaluated, and as appropriate, recommended to the CRPD Board of Directors at a meeting within approximately sixty (60) days after the final date of Bid acceptance. CRPD reserves the right to reject any and all Bids, or to waive any irregularities or informalities in any Bid or in the Bid procedure, or to postpone the final date of Bid acceptance or award for good cause. CRPD hereby notifies all Contractors that it will affirmatively ensure that in regard to any contract entered into pursuant to this bid, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit Bids in response to this request and will not be discriminated against on the basis of race, color, sex, or national origin in consideration for an award. For more information about DBE's visit: http://www.dot.ca.gov/hq/bep/find_certified.htm

The successful Contractor must ensure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and shall comply with the Americans with Disabilities Act. Submittals shall be in accordance with the requirements set forth in the Bid documents. Submission of a Bid shall constitute a firm offer to the District.

Patrick Larkin
District Administrator
Cordova Recreation and Park District
September 21, 2017

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Section 1: Bid Documents

SEALED PROPOSAL

Bids must be received at the District’s Headquarters **no later than 2:00 PM on Wednesday, October 18, 2017.**

The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment, transportation and services for:

Maintenance of Landscape Corridors in the Cordova Recreation and Park District

The work is to be done in strict conformity with the Contract Documents, at the following lump sum and/or unit prices. Bid prices shall include all applicable federal, state, and local taxes.

Base Bid: Villages of Zinfandel	Lump Sum	\$ _____ per month
TOTAL BASE BID FOR 1 YEAR:		\$ _____ per year
Add Alt #1: Anatolia I & II	Lump Sum	\$ _____ per month
TOTAL ADD ALT#1 FOR 1 YEAR:		\$ _____ per year
Add Alt #2: Anatolia III	Lump Sum	\$ _____ per month
TOTAL ADD ALT#2 FOR 1 YEAR:		\$ _____ per year
Add Alt #3: Sunridge Park Development	Lump Sum	\$ _____ per month
TOTAL ADD ALT#3 FOR 1 YEAR:		\$ _____ per year

EXTRA WORK ITEMS (Items are additive and deductive)

The Contractor shall do such Extra Work and furnish labor materials and equipment upon receipt of a written change order executed between the District and the Contractor. The following items and rates are for unscheduled work. The figures and rates quoted below are to be part of this Agreement for its duration. The District also reserves the right to request change orders on a Time and Materials (Force Account) basis as described in Section 10 of the General Conditions.

Turf maintenance (mowing, edging, and debris removal)	\$ _____ per 1000 sq. ft.
Shrub, tree & groundcover bed maintenance (weeding, pruning, & cultivation)	\$ _____ per 1000 sq. ft.
Turf fertilizer and pesticide treatments (labor and equipment only; fertilizer and pesticides priced separately)	\$ _____ per 1000 sq. ft.
Turf renovation (labor and equipment; Sod, seed, and soil amendments priced separately)	\$ _____ per 1000 sq. ft.

Shrub, tree & groundcover bed fertilizer and pesticide treatments (labor and equipment only; fertilizer and pesticides priced separately)	\$ _____ per 1000 sq. ft.
Mulching trees and shrub/groundcover beds (labor and equipment; mulch priced separately)	\$ _____ per hour
Supervisory inspection of sites and work coordination	\$ _____ per hour
Trash and unwanted debris removal	\$ _____ per hour
Removing dead and/or diseased trees (up to 6" caliper)	\$ _____ per hour
Planting, mulching and staking replacement trees	\$ _____ per hour
Removing dead and/or diseased shrubs and groundcovers	\$ _____ per hour
Planting and mulching replacement shrubs and groundcovers	\$ _____ per hour
Hand watering landscape corridors	\$ _____ per hour
Irrigation repair per District specifications (specifications and details included in this project manual)	\$ _____ per valve

Each bid must be accompanied by security consisting only of California Bank Cashier's Check, Certified Check, California Bank Money Order, or bid bond made payable to the "Cordova Recreation and Park District" in the sum of 10% of the sum of the proposal.

The Contract will be awarded to the lowest responsive bidder plus all additive alternates to be awarded added. The selected alternates shall be added to the base bid of each bidder for purposes of determining the lowest responsible bidder. In no instance will the bid and alternates awarded exceed available funding.

The right to reject any and all bids, or waive any informality in any bid received is reserved by the Cordova Recreation and Park District Board of Directors.

CONTRACTOR

By: _____

Address: _____

Telephone: _____

License No: _____ (License Required: Class C27 – Landscape Contractor)

License Expiration Date: _____

Representations contained within this bid are made under penalty of perjury.

INSTRUCTIONS TO BIDDERS

To be considered, proposals (bids) must be made in accordance with the following instructions:

1. Proposals/Bids: Proposals must be made on the form included in these bid documents. All items on the form shall be filled out, numbers shall be stated in writing and in figures, and the signatures of all individuals shall be in longhand. When requested by the District, satisfactory evidence of the authority of the person signing on behalf of the company shall be furnished. A party's failure to properly sign required forms may result in rejection of the proposal. Each proposal must give the full name and business address of the proposing party.

1.1 No telegraphic or telephone proposal or modifications to the form will be considered. Proposals shall not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for.

1.2 Should a bidder find a discrepancy in or omissions from the documents, or should he/she be in doubt as to any meaning, he/she shall immediately notify the District, who will send written instructions to all bidders. The District will not be responsible for giving any oral instructions. All inquiries will be answered in writing and distributed to all bidders in the form of addenda to the contract prior to the opening bid date.

1.3 All addenda or bulletins issued during the bidding period shall be included in the proposal and will become a part of the contract for the project.

1.4 Pursuant to provisions of Section 4100 et seq. of the Public Contract Code, every bidder shall in his/her bid set forth:

- a. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent of the bidder's total work.
- b. The portion of the work that will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bidder's total bid, he/she agrees to perform that portion himself/herself. The successful bidder shall not, without the consent of the District, either:
 - i. Permit any subcontract to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid.
 - ii. Other than in the performance of a change order, sub-let or subcontract any portion of the work in excess of one-half of one percent of the total bid as to which his/her original bid did not designate a subcontractor.

NOTICE: Bidders shall be required to complete the Statement of Experience Form included in the Bid Package. Bidders Statement of Experience forms shall be submitted concurrently with submission of bids.

- c. Proposals/bids must be accompanied by a cashier's check, or bid bond, for an amount not less than ten percent (10%) of the bid, made payable to the order of the District. A bid bond shall be secured from a surety company satisfactory to the District. The check or bond shall be given as a guarantee that the bidder will enter into a contract if awarded the work. If the successful bidder refuses to enter into a contract within ten (10) days after being requested to do so, said bond or check shall be forfeited to the District as the stipulated amount of liquidated damages and not as a penalty.
- d. Proposals must include all applicable taxes in the Proposal amount. The bidder is solely responsible

2. **Deadline for Receipt of Proposals:** Proposals must be submitted in a sealed envelope clearly marked "Maintenance of Landscape Corridors in the Cordova Recreation & Park District" and must be received by the Cordova Recreation and Park District located at 2729 Prospect Park Drive, Rancho Cordova, CA 95670; by **2:00 PM on Wednesday, October 18, 2017**. Proposals received after the aforementioned time may not be considered.
3. **Mandatory Pre-Bid Meeting/Walk-Through:** The District holds a mandatory pre-bid walk through for all bidding contractors. All contractors who plan to bid on the Project must attend this meeting and the minutes contain an attendance log, which must be signed by the contractors present. Contractors who do not attend this pre-bid meeting/walk through will have their bid deemed non-responsive and rejected by the District. The Mandatory Pre-Bid meeting/walk through for this Project will be held at the date and time set forth in the Notice Inviting Bids.
4. **Award or Rejection of Bids/Alternates:** The Contract, if awarded, will be awarded to the lowest responsible bidder. The lowest responsible bidder shall be determined based on the lowest base bid, including consideration of the prices on the additive or deductive items that are to be awarded and are in compliance with these instructions and the advertised Notice Inviting Bids. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of the Contract. Any bidder before being awarded a contract may be required to furnish evidence satisfactory to District that he/she and his/her proposed contractors have sufficient means and experience in the type of work called for and to assure completion of the contract in a satisfactory manner.
 - 4.1 The District reserves the right to reject the bid of any bidder based on non-responsibility and/or who has previously failed to perform properly, contracts with the District. The District reserves the right to reject any or all bids or alternates and waive any informality or irregularity in the bids or in the bidding.
5. **Verification of Low Bidder:** Once the District has determined which contractor is the apparent low bidder and is deemed to be responsible, the District shall notify the apparent low bidder and request that the apparent low bidder confirm his/her/its bid, in writing, to the District within forty-eight (48) hours of being notified by the District that he/she/it is the apparent low bidder. Failure of the apparent low bidder to timely confirm his/her/its bid may result in the District finding the apparent low bidder's bid non-responsive.
6. **Bonds:** The successful bidder shall furnish a Faithful Performance Bond and Payment Bond in the form set forth in the contract documents and included herewith.
7. **Execution of Contract:** The successful bidder shall, within ten (10) calendar days of receiving a notification of award of the contract, sign and deliver to the District the executed contract and any required submittals. In the event the party to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the District may seek damages for breach of the contract, and may award the contract to one of the other responsible parties.
8. **Withdrawal of Proposal:** Proposals may be withdrawn by the bidder prior to the time fixed for opening of proposals. Thereafter the proposals may not be withdrawn for a period of sixty (60) days.
9. **Worker's Compensation:** In accordance with the provisions of Section 3700 of the Labor Code, every contractor is required to secure payment of compensation to his employees.
 - 9.1 Each contractor to whom a public works contract is awarded is required to sign and file with the awarding body the following certification prior to performing the work of the contract, a copy of which is enclosed herewith. This certification states,

"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, and I will comply with such provisions".

10. Compliance with Laws and Regulations: The successful bidder/contractor shall comply with all laws and regulations governing contractor's performance on a public project including, but not limited to, anti-discrimination laws, workers' compensation laws, prevailing wage laws set forth in Labor Code Section 1770 et seq., and licensing laws.
11. License Information: Each bidder shall list his/her license number, license type and expiration date. Each bidder must be a contractor properly licensed to perform the work covered by the bid documents upon which it is bidding with an active license in good standing as of the date of receipt of bids. The license must be issued by the Contractors' State License Board (CSLB) of California and must be maintained in good standing throughout the term of the Contract.
 - 11.1 All subcontractors must be properly licensed by the CSLB to perform the work they will be undertaking and must maintain their licenses in good standing throughout the terms of the Contract.
 - 11.2 If two or more business entities submit a bid on a Project as a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be properly licensed by the CSLB and the bid proposal must list each entities license number, license type and expiration date on the bid proposal.
12. Non-Collusion Affidavit: Bidders shall submit a completed non-collusion affidavit, in a form acceptable to District, a copy of which is attached hereto, with their bid.
13. Child Support Compliance: For every contract in excess of \$100,000.00, only the successful bidder will be required to acknowledge that he/she is aware of the State's policy regarding the importance of child and family support obligations and that to the best of his/her knowledge, he/she is fully complying with the earnings assignment order of all employees and providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department. Bidders shall submit a completed child support compliance acknowledgment; form is included within this manual.
14. Estimated Quantities: If the Bidding Documents provide information concerning estimated quantities of work to be performed, the estimated quantities are approximate only, being given as a basis for the comparison of bids. District does not, expressly or by implication, agree that the actual amount of work will correspond with the estimate, and District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or advisable by District, with no adjustment to the unit price except as expressly provided in the Contract Documents.
15. Bid Protest Procedure: Any protest relating to the form or content of the bidding or Contract Documents must be submitted in writing to District at least ten (10) business days before the original date set for bid opening in the Notice to Bidders. Any bidder who submits a bid shall be deemed to have waived any protest to the form or content of the bidding or Contract Documents.
 - 15.1 Any bid protest relating to the award of the Contract for the Project, other than a protest addressing the form or content of the bidding or Contract Documents, must be submitted in writing to District so that it is received by District before 5:00 p.m. on the third business day following the bid opening. Failure to deliver a written protest within the designated period shall constitute a waiver of the bidder's right to protest District's determination and intended action, whether administratively or through legal proceedings, and shall render District's action relative to the bids final, binding, and un-appealable by such bidder.

15.2 The initial protest document shall contain a complete statement of the basis for the protest, including the legal and factual basis for the action requested. The protest shall refer to the specific portion(s) of the Contract Documents upon which the bidder relies in support of the protest and include as exhibits all documents relied upon in support of the protest. The protest shall include the name, address, telephone, and fax numbers of the protesting party and any person representing the protesting party.

15.3 The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation or exhibits to all other known bidders at the address specified on District's plan holder list. The documents shall be transmitted by fax or overnight delivery service.

15.4 The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

16. Certification of All Claims Submitted/Notification of Enforcement of False Claims Act

The successful Bidder will be required to certify the accuracy of all claims submitted to the District, as part of the submission of such claim(s). Each claim must be accompanied by the following certification:

I have personal knowledge of the contents of the claim being submitted to the District. I have personal knowledge that the facts contained within this claim and any supporting documentation are true and/or I am informed and believe that they are true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 2017 in _____ California.

In addition, Contractor expressly acknowledges that it is aware of the provisions of the state and federal False Claims Act and is also aware that if a false claim is knowingly submitted (as the term "Claim" and "Knowingly" are defined in California Government Code Section 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

The False claims listed in the California FCA are as follows:

1. Knowingly presents or causes to be presented to an officer or an employee of the state or any political subdivision thereof, a false claim for payment or approval. (Cal. Government Code 12651(a)(1))
2. Knowingly makes, uses or causes to be made a false record or statement to get a false claim paid or approved by the state or by any political subdivision. (Cal. Government Code 1265(a)(2))
3. Conspires to commit a violation of the False Claims Act. (Cal. Government Code 12651(a)(3))
4. Has possession, custody, or control of public property or money used or to be used by the state or by any political subdivision and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt. (Cal. Government Code 12651(a)(4))

5. Is authorized to make or deliver a document certifying receipt of property used or to be used by the state or by any political subdivision and knowingly makes or delivers a receipt that falsely represents the property used or to be used. (Cal. Government Code 12651(a)(5))
6. Knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property. (Cal. Government Code 12651(a)(6))
7. Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the state or to any political subdivision. (Cal. Government Code 12651(a)(7))
8. Is a beneficiary of an inadvertent submission of a false claim to the state or a political subdivision, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the state or the political subdivision within a reasonable time after discovery of the false claim." (Cal. Government Code 12651(a)(8)) (Note: This places a burden on general contractors to exercise due diligence in reviewing subcontractor claims before passing them through to the district. If a general contractor passes through a claim and then later discovers that it is false, the general contractor must notify the district and either withdraw the claim or be subject to false claims liability.)

For illustrative purposes only, the following may constitute a violation of the False Claims Act:

1. Falsification of hours set forth in timecards;
 2. Overstating wage rates;
 3. Submitting billings for costs or services not actually incurred on the project;
 4. Altering invoices submitted by subcontractors or suppliers;
 5. Double billing for the same work;
 6. Colluding with third parties to submit overstated charges;
 7. Substitution of cheaper or substandard materials;
 8. Invoicing for unallowable costs;
 9. Submitting false subcontractor pass through claims;
 10. False certifications in any area required by contract, state or federal law;
 11. Deductive change orders (reverse false claim);
 12. False certification for equitable reimbursement of change orders;
 13. Misrepresenting that work meets contract requirements;
 14. Misrepresenting that contractor is paying applicable prevailing wages;
 15. Misrepresenting that contractor is paying all of its subcontractors appropriately;
 16. Misrepresenting that work is subject to reimbursement, etc.
17. Indemnity: The successful proposing party must hold harmless and fully indemnify the District, its Board of Directors, officers, employees, and agents from all damages or claims for damages, costs, or expenses that may at any time arise out of the party's performance of, or failure to perform, acts required by the contract documents.
 18. Inspection of Site Work: Contractors are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Contractors may apply to CRPD for additional information and explanation before submitting bids. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy him or herself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

18.1 Submission of a bid by a Contractor shall constitute acknowledgment that the Contractor has relied, and is relying, on its own examination of (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on their own knowledge of existing facilities on and in the vicinity of the site of the work and not on any representation or warranty of the lack of knowledge of the above items.

19. Division Of Industrial Relations Registration: Contractor shall comply with all DIR registration requirements in accordance with Labor Code Section 1725.5 and 1771.1 and compliance with the requirement is a material obligation of the contractor and all of its subcontractors. Failure of the contractor and/or any of its subcontractors at any tier to be properly registered with the DIR at all times during the performance of the work is a material breach subjecting the contractor and/or subcontractors to termination and/or any sanction authorized by law.

SUB-BIDDER FORM

In accordance with Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.05%) of the Total Cost Base Bid.

Name of Sub-bidder	Street Address	License Type & No.	Portion of work to be done by specification section	Percentage of Total Work

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

(If additional space is required for your response, please attach additional pages)

1. Name of Firm:

2. Address of Firm: _____

Telephone Number: _____

3. How many years has your organization been in business as a Contractor under its present name?

_____ years

Under what other names has your organization operated?

4. Type of Organization:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

5. If a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name(s): _____

e. Treasurer's name: _____

f. List of shareholders and their respective ownership interest:

Name

Ownership Interest

6. If an individual or partnership, answer the following:

a. Date organized: _____

b. Name and address of all Partners:

Name

Title

General/Limited Partner

7. If other than a corporation or partnership, describe organization and name principals (i.e., subsidiary, joint venture, etc.):

a. List all joint venture arrangements in which organization has engaged during the past 3 years, and the projects completed (and their location) under such agreements.

8. List the state and categories which your organization is legally qualified to do business. Indicate registration or license numbers if applicable. List states in which partnership or trade name is filed.

State

Category

License/Registration No.

9. Specify type and percent of work performed with own workforce.
10. Have you ever failed to complete any work awarded to you? If so, note when, where and why and provide the name and business address of Owner.
11. Within the past five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a maintenance contract? If so, attach a separate sheet of explanation.
- Attached
12. Within the past ten years, has the Contractor or officers of principals of the organization been defaulted on a public works project? If so, note when, the project name, the project owner and under what circumstances.
13. Has the Contractor or officer or principals of the organization filed for, or been adjudged bankrupt, either voluntary or involuntary bankruptcy, within the past 10 years? If so, give the case number and the date on which the petition was filed, and attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

14. Has the Contractor or officer or principals of the organization ever had a license suspended? If so, give the date, place, under what name and under what circumstances.

15. Has the Contractor or officer or principals of the organization ever been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public project for any reason? State whether the firm involved was the firm bidding this work or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public contract based on a finding by a public agency that your company was not a responsible bidder? If so, identify the year of the event, the owner, the project and the basis for the finding by the public agency.

17. Has the Contractor or officer or principals of the organization been indicted for or convicted of any felony within the past 10 years? If so, give for each case (1) date (2) charge (3) place (4) court and (5) action taken. Attach any explanation deemed necessary.
 - Attached

18. On a separate sheet (form attached), list all maintenance contracts your organization has in progress giving the name and location of the project, owner, contract amount, and contract term.
 - Attached

19. On a separate sheet (form attached), list all maintenance contracts your organization has completed in the past ten years, giving the name of the locations, owners, contract amounts, and contract terms.
 - Attached

20. Give the name and address of all bonding companies and agents with whom Contractor has done business during the last 5 years.

<u>Bonding Co.</u>	<u>Address</u>	<u>Agent</u>	<u>Amount of Bonding</u>
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21. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

22. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? If so, provide details indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage, the reason for denial of coverage and the period during which you had no surety bond in place.

23. Has the Contractor or officers or principals of the organization been involved in litigation or other claims regarding any project worked on in the past five years? If so, please state the following:

<u>Plaintiff</u>	<u>Defendant</u>	<u>Amount</u>	<u>Court</u>	<u>Disposition</u>
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24. Are there now pending or in the preceding five years have there been any actions against you or have you had to pay back wages, either because of a settlement or judgment with the California State Department of Labor Standards Enforcement for failure to pay prevailing wages? If none, so state.

<u>Name of Project</u>	<u>Date Filed</u>	<u>Disposition</u>	<u>Explain</u>
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25. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private? If so, state the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

26. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? If so, state the name of the insurance carrier, the form of insurance and the year of the refusal and the reason for refusal.

27. Please list the Financial Institution where line(s) of credit have been established:

<u>Name</u>	<u>Contact Pers.</u>	<u>Phone</u>	<u>Amount</u>
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28. Discuss how your company handles damage or theft claims.

29. Logistical Issues: Describe how your company will make available the equipment and supplies (i.e., machinery, signs, cones, tools, chemicals, etc.) needed to perform all work, where will you be based and store equipment.

30. Chemicals: List the chemicals proposed for use in this Contract. Describe how each will be used.

31. Equipment: Attach an equipment inventory listing all equipment and vehicles to be used for landscape maintenance.

32. Technology: Discuss any technology tools your company uses to stay innovative and responsive to the needs of the services you provide and will allow your staff to utilize District systems.

33. Irrigation: The Contractor will be responsible for all irrigation repairs from downstream of the point of connection. Describe your company's plan and strategy for maintaining irrigation systems and preventative measures taken to assure maximum efficiency and water conservation. Discuss experience with Rainbird Maxicom Central Controllers or a similar system. Include any strategies used in

designating responsibilities of Contractor and Owners and how it differed from a non-centrally controlled system.

Attachment for Item 18

PROJECT NAME	NAME OF OWNER AND CONTACT INFO	ADDRESS OF OWNER	CONTRACT AMOUNT

Attachment for Item 19

PROJECT NAME	NAME OF OWNER AND CONTACT INFO	ADDRESS OF OWNER	CONTRACT AMOUNT

STATEMENT OF EXPERIENCE --- cont.

STAFFING SUMMARY

The following Staffing Summary must be completed for the proposed contract work, showing the number of full and part time positions identified by the Proposer to meet the standards outlined in the Technical Specifications and Performance Standards. For each job classification utilized, Proposer must describe each position's responsibilities in the space provided. The District will use this information to evaluate the proposals and ensure that a satisfactory number and type of positions have been provided by the Proposer to achieve a high level of landscape maintenance.

Please list the proposed full time equivalents (FTE) for each job classification included in the proposal. For example, if a full time Supervisor is expected to work 1,040 hours during the year on this contract, .5 FTE should be listed under full time FTE. Also, please list the estimated hours per week that each classification is expected to work. If the Proposer has different staffing expectations for the active growing season vs. the dormant season, please describe that in the space provided.

	Full Time or Part Time FTE	Hours/Week	Licenses/Certificates
Supervisor			
Describe responsibilities:			
Foreman/Lead Worker			
Describe responsibilities:			
Landscape Maintenance Worker			

Describe responsibilities:

Landscape Maintenance Laborer			
-------------------------------------	--	--	--

Describe responsibilities:

Maintenance Assistant			
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Describe responsibilities:

Irrigation Specialist			
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Describe responsibilities:

Pesticide Applicator			
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Describe responsibilities:

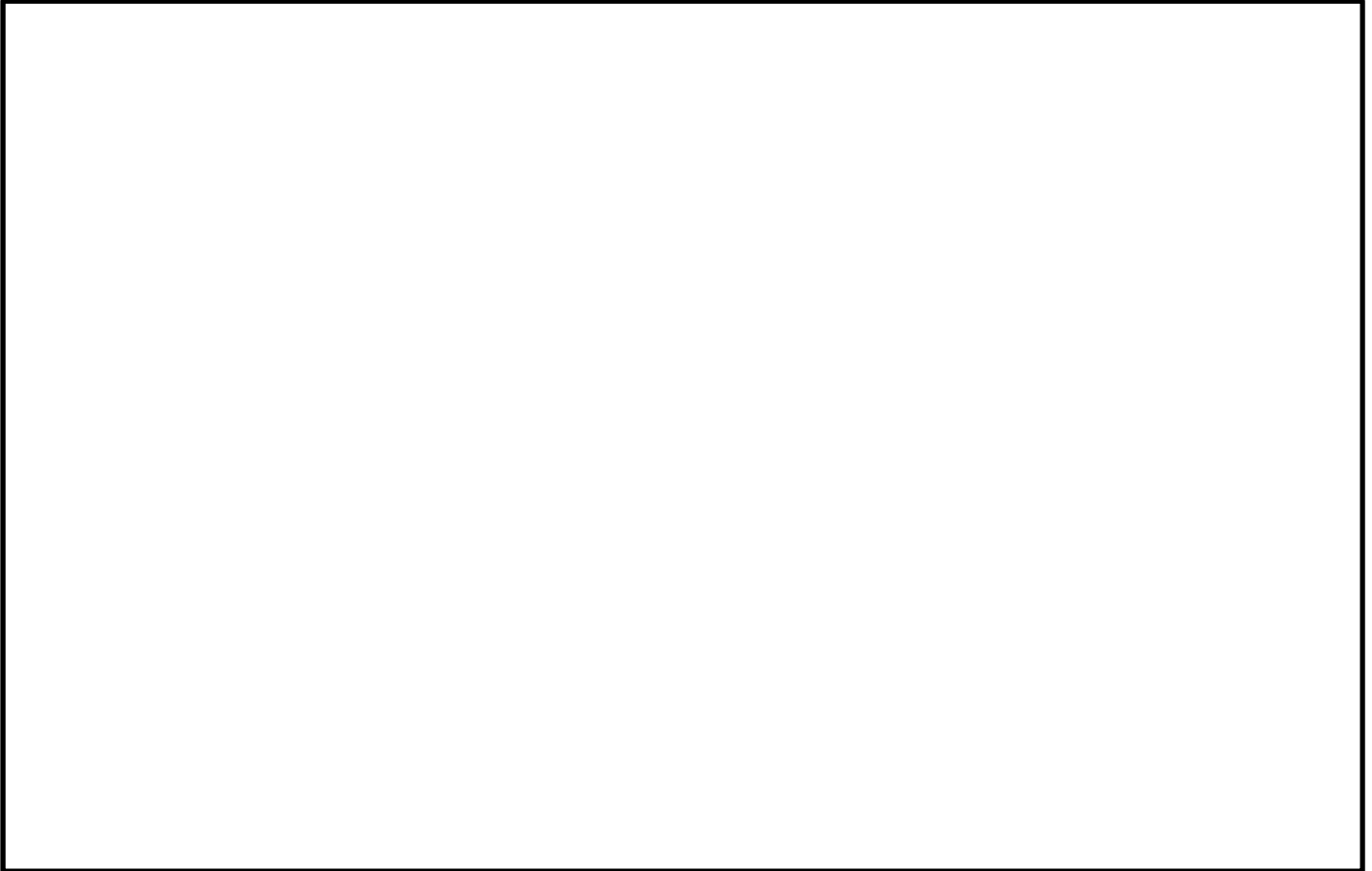
Horticulturalist			
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Describe responsibilities:

Water Auditor			
Describe responsibilities:			
Turf Grass Specialist			
Describe responsibilities:			
Other (please specify)			
Describe responsibilities:			
Proposed Staff			
Describe responsibilities:			

STAFFING EXPECTATIONS:

Please describe how the staffing may change between the active growing season and the dormant season:

A large, empty rectangular box with a black border, intended for the user to describe staffing changes between the active growing season and the dormant season.

DECLARATION FOR STATEMENT OF EXPERIENCE

State of California

County of _____

(Name) _____, declares under penalty of perjury:

That(s) he as (title) _____, is the party making the statement of experience and that such statement is true and correct.

Sign on appropriate line below and notarize:

Signature of: Bidder, if the Bidder is an individual;

Partner, if the Bidder is a partnership;

Officer, if the Bidder is a Corporation.

Subscribed and sworn to before me

this _____ day of _____, 2017.

My commission expires _____, 2017.

NOTARY PUBLIC

CHILD SUPPORT COMPLIANCE FORM

For every contract in excess of \$100,000.00, only the successful bidder will be required to acknowledge that he/she is aware of the State’s policy regarding the importance of child and family support obligations and that to the best of his/her knowledge, he/she is fully complying with the earnings assignment order of all employees and providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department. The successful bidder shall complete the child support compliance acknowledgment below.

**TO BE EXECUTED BY WINNING BIDDER AND
SUBMITTED WITH SIGNED CONTRACT**

I am aware of the State’s policy regarding the importance of child and family support obligations and that to the best of my knowledge, I am fully complying with the earnings assignment order of all employees and providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

By: _____
Name: _____
Title _____
Date: _____

CONTRACTOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION

TO BE EXECUTED BY WINNING BIDDER AND
SUBMITTED WITH SIGNED CONTRACT

In accordance with the provisions of Section 3700 of the Labor Code, every contractor is required to secure payment of compensation to the contractor's employees. Each contractor to whom a public works contract is awarded is required to sign and file with the awarding body the following certification prior to performing the work of the contract.

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, and I will comply with such provisions before commencing the performance of the work on this contract.

By: _____
Name: _____
Title _____
Date: _____

Section 2: General Requirements

GENERAL CONDITIONS

1. ACCEPTANCE OF NON-CONFORMING WORK: District reserves the right to accept non-conforming work, and in such case, acceptance of non-conforming work shall result in an equitable adjustment in the total contract price reflecting the reduced value of the non-conforming work as determined by mutual agreement between District and Contractor.
 - 1.1 REJECTION OF NON-CONFORMING WORK: The Contractor shall promptly correct all work rejected by the District as defective or failing to conform to the Contract Documents. The Contractor shall bear all costs of correcting such rejected work.
 - 1.2 ADDITIONAL WORK: CRPD has the authority to direct additional work including work for vandalism, CRPD initiated improvements, and the addition of new sites. Additional work outside the Scope of Services will require written approval from CRPD prior to the commencement of work. Costs for additional work completed by the Contractor prior to receiving written approval from CRPD shall be the responsibility of the Contractor.
2. ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded and other hazards shall be eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.
3. ARBITRATION: This contract is subject to Public Contracts Code §20104. Specifically, claims for three hundred and seventy-five thousand (\$375,000.00) dollars or less which arise between the Contractor and the District shall be resolved as follows:
 - 3.1. Definition: "Claim" means a separate demand by the Contractor for:
 - a. a time extension;
 - b. payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or
 - c. an amount the payment of which is disputed by the District.
 - 3.2. For any claim subject to this article, the following requirements apply:
 - a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. This provision shall not extend the time limit or otherwise supersede notice requirements set forth in other provisions of the contract documents.
 - b. For claims of less than fifty thousand (\$50,000.00) dollars, the District shall respond in writing to any written claim within forty-five (45) days receipt of the claim or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims

the District may have against the claimant. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the District and the claimant. The District's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

- c. For claims over fifty thousand (\$50,000.00) dollars and less than or equal to three hundred and seventy-five thousand (\$375,000.00) dollars, the District shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the claimant. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the District and the claimant. The District's written response to the claim as further documented shall be submitted to the claimant within thirty (30) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- d. If the claimant disputes the District's written response, or if the District fails to respond within the time prescribed, the claimant may so notify the District in writing either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days.
- e. If, following the meet and confer conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to Government Code §900 et seq.
- f. If claimant's claim is not resolved pursuant to his/her filing of the claim pursuant to Government Code §900 et seq., claimant may proceed with a civil action which shall be governed by the provisions of Public Contracts Code §20104.4. Specifically, the court will submit the matter to non-binding mediation unless the District and claimant waive non-binding mediation and thereafter, if the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure.

4. **ASSIGNMENT:** Neither party to the Contract shall assign the Contract as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder, without the previous written consent of the District. Assignment of this contract or any part thereof without the prior written consent of the District shall constitute a material breach of this Agreement and entitle District to exercise any and all rights provided for by this Agreement or by law for such material breach.

5. **ATTORNEYS' FEES:** In the event of any action or proceeding, brought by any party against any other party pursuant to this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including the actual fees of its attorneys, incurred for prosecution, defense, consultation or

advice in such action or proceeding, not limited to but including cost of expert witnesses, attorney preparation, and cost of discovery and investigation. In awarding attorney fees, the court will not be bound by any court fee schedule but shall, if it is in the interest of justice to do so, award the full amount of cost, expenses, attorney fees paid or incurred in good faith. This provision shall not be applicable to the alternative dispute resolution set forth in Public Contracts Code §20104 et seq., until such time as the case is assigned to judicial arbitration, by a court of competent jurisdiction or, if not assigned for judicial arbitration, when the case is heard before a court of competent jurisdiction.

6. **AUDIT:** District may at all times review and audit Contractor's cost accounting records and other job records and Contractor will afford District reasonable facilities for such audits. Contractor shall preserve all job records for at least five (5) years after the completion of the project.
7. **BINDING AGREEMENT:** This Agreement, including all documents comprising the complete construction contract, shall be binding upon the District and Contractor and upon their successors and assigns and shall inure to the benefit of the District and Contractor and their successors and assigns.
8. **COMPLIANCE WITH APPLICABLE LAWS:** Prior to award of a contract resulting from this solicitation, the Contractor shall furnish, upon CRPD's request, verification of payment to its employees California's prevailing wages as required by law. In addition, upon CRPD's request, Contractor shall promptly furnish verification that its employees have legal rights to work in the United States of America and in the State of California.
9. **BONDS:** The Contractor shall furnish the District, within three (3) days after award of the Contract by the Governing Board and prior to execution of the Contract and the beginning of work, with the following separate surety bonds:
 - 9.1 **Faithful Performance Bond:** Said bond shall be in an amount equal to one hundred percent (100%) of the Contract price, shall be for the faithful performance of the Contract, shall be approved by the District, and shall be secured from an admitted surety or sureties satisfactory to District. An admitted surety is an insurance organization authorized by the Insurance Commissioner to transact surety business in the State of California during this calendar year.
 - 9.2 **Payment Bond:** Said bond shall be in an amount equal to one hundred percent (100%) of the Contract price, shall be approved by the District, and shall be secured from an admitted surety or sureties satisfactory to District. An admitted surety is an insurance organization authorized by the Insurance Commissioner to transact surety business in the State of California during this calendar year.
 - 9.3 **Warranty Maintenance Bond**

Each bond shall be in the form set forth in the contract documents.

10. **CHANGE ORDERS:**
 - 10.1 District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, contract sum being adjusted accordingly. All such work shall be executed under conditions of original contract. Contractor shall increase the amounts of his payment and performance bonds in proportion to any increase in price. In giving instructions, the District, shall have authority to make minor changes in work

not involving change in cost and not inconsistent with purposes of building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made except in pursuance of a written change order from the District, and no claim for addition to contract sum shall be valid unless so ordered.

10.5 All change orders shall be signed by District and the Contractor.

10.6 Value of any such extra work, change, or deduction shall be determined at the sole discretion of the District in either of the two following ways set forth in subsection 10.6.a. or 10.6.b. Contractor understands and agrees that regardless of which process District elects to utilize that when submitting any change order proposal that such change order shall be broken down separately to itemize labor, by trade and hourly rate, for any trade performing work on the project and materials for any one activity. Contractor also understands and agrees that when submitting an itemized change order proposal, the Contractor shall only be allowed to submit a cost proposal for labor that reflects the wage rates for the trade that is currently on file with the District at the time the change order proposal is submitted.

- a. Acceptable lump sum proposal from Contractor properly itemized and supported by sufficient substantiating data to permit evaluation with a combined mark-up for all overhead and profit based on the formula set forth in section B. (5) of this Article. Contractor's written proposal must be broken down and submitted, in writing, in the format set forth in Section 10.6.b.1 through 10.6.b.7.
- b. Time and Material: "Force Account" for direct costs for labor, material, and equipment rental plus markups for overhead and profit for Prime Contract, Subcontractor, and Sub-subcontractors as applicable. (Supervision is to be included in markup unless specifically agreed to in advance that special supervision is required.)

- 1. Labor: Attach itemized direct hourly rates in accordance with certified payroll records times total hours expended. Separately show dollar amount for employer-paid payroll taxes/insurance benefits.

Enter total as direct labor item. _____

- 2. Material: Attach receipts, invoices or itemized quantity units costs plus tax and delivery.

Enter total as material item. _____

- 3. Equipment: Attach receipts, invoices, or tear tickets indicating unit costs and total hours or loads charged. (Small tools with a value of less than \$500.00 are to be included in markup.)

Enter total as rental item. _____

- 4. SUBTOTAL (Lines 1+2+3)

5. Combined Markup: FOR ALL OVERHEAD AND PROFIT SHALL BE BASED ON THE FOLLOWING:
 - a. For the Prime Contractor, for work performed by his forces, fifteen (15%) percent of his direct subtotal cost. This fifteen (15%) markup represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.
 - b. For the Prime Contractor, for work performed by a Subcontractor's forces, five (5%) percent of the direct subtotal cost due the Subcontractor, with no mark-up on mark-up. This five (5%) markup represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.
 - c. For a Subcontractor or Sub-subcontractor, for work performed by their own forces, fifteen (15%) percent of their own direct subtotal costs. This fifteen (15%) markup represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by sub-contractor in connection therewith.
 - d. For a Subcontractor, for work performed by a Sub-subcontractor, five (5%) percent of the direct subtotal cost due the Sub-subcontractor. This five (5%) markup represents payment for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.

6. SUBTOTAL (Lines 4+5) _____

7. TOTAL CHANGE ORDER REQUEST: _____

- c. If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation obligates the District to pay additional compensation to the Contractor or to grant an extension of time for the completion of the contract, or constitutes a waiver of any provision in the contract, he shall notify the District, in writing, of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the District within such period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure shall be as stated above in this Article.
- d. Contractor Initiated Change Orders: Contractor understands that with respect to Contractor initiated change orders, that Contractor shall be solely responsible for all costs associated with the review process.
- e. Back Charge for Failure to Timely Submit Information for Proposed Change Orders: Contractor understands that it shall, within ten (10) calendar days of receipt of a demand

by District, provide to District, in writing, an itemized list of all costs and/or credits (as applicable) for any Contractor initiated change orders. Contractor further understands that a failure to comply with this provision will result in the District obtaining the necessary information and back charging the Contractor for all costs incurred in having to take this action.

- f.. All costs for supervision shall be part of the Contractor's or subcontractor's overhead including, but not limited to, cost of bond, office/clerical support, home office overhead, administrative expenses, profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.

11. CLEANUP:

11.1 The Contractor shall protect and preserve any adjoining property of the District or others affected by the work of the Contractor.

11.2 In the event work performed by the Contractor or any subcontractor creates dust or other airborne debris, Contractor shall provide daily "dust control" sufficient to prevent dust accumulation on grounds or buildings occupied or used by the public or district staff.

12. COMMENCEMENT OF WORK AND TIMELY COMPLETION: Contractor understands and acknowledges that **time is of the essence** for completion of this project. The Contractor shall attend a "Pre-Maintenance Meeting" with the District Representative and designated staff. Immediately after the "Pre-Maintenance Meeting" the Contractor shall begin work and shall prosecute the work diligently to completion. No work shall be commenced before the contract is signed.

13. COMPLETE AGREEMENT: This contract supersedes any and all agreements either oral or in writing, between the District and Contractor with respect to the subject matter herein. The District and Contractor acknowledge that no representation by any party which is not embodied herein or any other agreement, statement or promise not contained in the contract documents shall be valid and binding.

14. COMPLIANCE WITH LAWS AND REGULATIONS: Contractor shall be familiar with, and comply with, the various federal, state and local laws affecting public works, including but not limited to the following:

14.1 Prevailing Wage Law:

- a. Division of Industrial Relations Registration: Contractor shall comply with all DIR registration requirements in accordance with Labor Code Section 1725.5 and 1771.1 and compliance with the requirement is a material obligation of the contractor and all of its subcontractors. Failure of the contractor and/or any of its subcontractors at any tier to be properly registered with the DIR at all times during the performance of the work is a material breach subjecting the contractor and/or subcontractors to termination and/or any sanction authorized by law.
- b. The general prevailing wage rates have been determined by the Director of the State Department of Industrial Relations and it shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than these specified

rates to all laborers, workers, and mechanics employed by them in the execution of the Contract, all in accordance with the provisions of Sections 1770-1776, inclusive, of the Labor Code. Copies of the general prevailing wage rates are on file at the administrative office of District.

- c. It shall be mandatory upon the Contractor and upon any subcontractor under him/her to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Contractor shall, as a penalty, to the District, forfeit the maximum allowable statutory penalty in effect, for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by him/her or by any subcontractor under him/her.
- d. In case it becomes necessary for the Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately determine the prevailing rate for such additional trade or occupation and shall notify the District. The District will verify the wage rate through the Office of the Labor Commissioner. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

14.2 Wage Records: Pursuant to Section 1776 of the Labor Code, the contractor is required to submit weekly certified payroll records to the District and/or its designee. Progress payments to the Contractor shall be withheld by the District until certified payrolls are up to date.

- a. Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her or her in connection with the public work. Certified payroll records must be on the forms provided by the Division of Labor Standards Enforcement or must contain all information required on Division forms. Forms may be obtained from the Division of Labor Standards Enforcement.
- b. The payroll record enumerated under subdivision 1. shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his/her authorized representative on request.
 - ii. A certified copy of all payroll records enumerated in subdivision 1. shall be made available for inspection or furnished upon request to

the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- iii. A certified copy of all payroll records enumerated in subdivision 1. shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the record, reimburse costs of preparation by the Contractor, subcontractors, and entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- c. Each Contractor shall file a certified copy of the records enumerated in this subdivision with the entity that requested the records within ten (10) days after receipt of a written request. Contractor shall immediately forward a copy of the request to District as well as copies of all responsive documents.
- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.
- e. The Contractor shall inform the District of the location of the records enumerated under this subdivision, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- f. In the event of noncompliance with the requirement of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, the Contractor shall forfeit, to the District, as a penalty the maximum statutory allowable amount for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- g. The prime Contractor shall be responsible for compliance with this section.

14.3 Permits and Licenses:

- a. The Contractor shall obtain and keep current (including his/her Contractor's license) all permits and licenses that are required for the performance of his/hers work by all laws, ordinances, rules and regulations, or orders of any office and/or body lawfully empowered to make or issue the same.

- b. In addition, Contractor shall obtain and keep current all permits and licenses required for the work of improvement and pay all fees relating thereto, including, but not limited to, utility fees and shall provide the District with documentation of the actual costs expended by Contractor with regard to these items.
- 14.4 Sales and Payroll Taxes: Each Contractor, subcontractor and material supplier shall include all sales tax and payroll taxes required by law.
- 14.5 Responsibility for Compliance with CAL/OSHA:
- a. All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal/OSHA rules and regulations.
 - b. Contractor warrants that he/she and each of his/hers subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to Cal/OSHA. The Contractor assumes full and total responsibility for compliance with Cal/OSHA standards by his/her subcontractors as well as himself/herself. The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to Cal/OSHA shall be borne by the Contractor. contractor shall defend, save, keep and hold harmless the District, and all officers, employees, and agents thereof, from all liabilities, costs, or expenses, in law or in equity, that may at any time arise or be set up because of Contractor's or a subcontractor's non-compliance or alleged non-compliance with Cal/OSHA requirements. Nothing contained herein shall be deemed to prevent the Contractor and his/her subcontractors from otherwise allocating between themselves responsibility for compliance with Cal/OSHA requirements; provided, however, that the Contractor shall not thereby be, in any manner whatsoever, relieved of his/her responsibility to the District as hereinabove set forth.
- 14.6 Apprentices: Contractor agrees to be bound by and comply with the provisions of Sections 1777.5 et seq. of the Labor code in respect to apprentices.
- 14.7 Hours of Work:
- a. Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time by the Contractor or by a subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work hereon more than eight (8) hours in any one calendar day except as provided or permitted in Sections 1810 to 1815, inclusive of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein, and it is further expressly agreed that for each and every violation of this stipulation the Contractor shall forfeit to the District, as a penalty, \$25.00 for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in violation of the provisions of said sections of the Labor Code.

- b. The Contractor and each subcontractor shall keep an accurate record showing the name of and actual hours worked by each worker employed by him/her in connection with the work contemplated by this agreement. The record shall be kept open at all reasonable hours to inspection by the District or its officers or agents and by the Division of Labor Law Enforcement of the Department of Industrial Relations.
- c. Contractor understands that the Project may dictate a non-standard work week, and if required the Project schedule and the scheduling of employees or subcontractors should be adjusted to provide for scheduled work during the non-standard work week schedule, without the incurrence of any additional charges, such as over-time, et cetera.

14.8 Codes and Regulations: All work and materials shall be in full accord with the latest codes, rules and regulations, including but not limited to the following:

- Rules of Local Utilities
- Calif. Electrical Code
- National Board of Fire Underwriters and/or State or local Fire Marshall Requirements
- State Codes and Ordinances
- State Industrial Accident Commission's Safety Orders
- Calif. Plumbing Code
- Calif. Building Code

Contractor shall hold the District harmless for Contractor's failure to comply with any law or regulation affecting Contractor's performance on this project. Certain provisions are set forth herein however, the existence of these provisions does not excuse the Contractor from complying with other statutory requirements or provisions which are not set forth in these contract documents and it is Contractor's responsibility to be, or become familiar with the various federal, state and local laws which govern Contractor's performance.

15. CONCEALED CONDITIONS: Contractor has examined the job site, the contract documents, and the applicable building codes, laws, and regulations that govern the conduct of the work and has made such investigation as he/she deems appropriate and therefore assumes all risk and expense in dealing with subsequently discovered concealed conditions that could have been discovered through reasonable and diligent inspection and investigation. In the event Contractor encounters rock, ground water, underground structures, or utilities or other underground or concealed conditions or any hazardous material or condition in the site or existing structures if any, unknown to Contractor, Contractor shall immediately notify District of such condition in writing.

Contractor shall discontinue any work affected by the concealed conditions, shall immediately cover, barricade and protect the subject area and shall obtain further direction from District prior to continuing any work affected by the discovered condition. Should Contractor, his/her subcontractors, or officers, agents or employees proceed without further direction from the District, Contractor does so at his/her own risk and expense.

16. CONDUCT OF WORK: The Contractor shall permit the District to do other work in connection with the project by contract or otherwise, and Contractor shall at all times conduct his/her work so as not to impose hardship on the District or others engaged in the work. Contractor shall adjust, correct and coordinate his/her work with the work of others so that no discrepancies shall result in the whole work.

17. **CONVICT MADE MATERIALS:** No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract, except as permitted by California law.
18. **DEFINITIONS:**
- 18.1 Action of the Board of Directors is a vote of a majority of the District's governing board.
- 18.2 Addenda are the changes in specifications, drawings, contract documents, and plans which have been authorized in writing by the Construction Manager, District or Architect, and which alter, explain, or clarify the contract documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.
- 18.3 Approval means written authorization through action of the governing board. The board has delegated to the District Administrator the authority to approve certain modifications and Construction Change Directives.
- 18.4 The Contract Documents The Contract Documents consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), Conditions of the contract (General, Supplementary and other Conditions), Maps, Specifications, Addenda issued prior to bid, instructions to bidders, invitation to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties, a Change Order, or a written order for a minor change in the Work issued by the District. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the District and any Subcontractor or Sub-Subcontractor, or between any persons or entities other than the District and the Contractor.
- 18.7 Inspector is the individual retained by the District to inspect the work for compliance with plans and specifications and laws and regulations.
- 18.8 The Drawings are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, where located and whenever issued, showing location, and scope of work.
- 18.9 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.
- 18.10 The Project is the complete Work performed in accordance with these Contract Documents.
- 18.11 The Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.
- 18.12 Safety Orders are those issued by any cognizant city, county, state or federal agency
19. **DEFERRED APPROVALS:** Contract Documents which require deferred approval items are meant to be for illustration purposes only. Contractor is responsible for all deferred approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, and regulations necessary to obtain all necessary approvals. Contractor shall not be granted an extension of time for failure to obtain necessary

approvals due to failure to comply with laws, building codes, and other regulations. Contractor shall schedule all deferred approval items in its progress schedule pursuant to Article 37. If Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.

20. DISTRICT'S REMEDIES FOR DEFECTIVE CONSTRUCTION AND/OR DEFICIENT PERFORMANCE:

In addition to any other remedy afforded to District by law, the District, may exercise, at its option, any remedy, or combination thereof, set forth herein as follows:

20.1 Faulty Labor and Materials:

- a. No provision in the Contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damages to other work, resulting therefrom which shall appear within the warranty period.

- d. If it is necessary in order to protect persons or property or, in the alternative, if the District deems it expedient to correct work damaged or not done in accordance with the contract, District may correct said work and deduct from monies otherwise due Contractor, a sum sufficient to compensate District for correction of the damage or improperly installed work.

20.2. Condemned Materials:

- a. The contractor shall promptly remove from the premises all work condemned by the Inspector as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

- b. If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the District may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days thereafter, the District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor. In the event the net proceeds are not sufficient to compensate for the costs and expenses that should have been borne by Contractor, District may deduct from monies otherwise due Contractor a sum sufficient to compensate for the costs and expenses that should have been borne by the Contractor.

20.3 The District's Right to Perform Work: If the Contractor neglects to execute the work properly or fails to perform any provision of, or fails to correct work in accordance with the contract documents, the District, by written order, may order the Contractor to stop the work or any portion thereof, until the cause for such order has been eliminated; however, if Contractor fails to correct the cause, or fails to make satisfactory arrangements with the District to correct the cause for the order within seven (7) calendar days of the written order, the District may, without prejudice to any other remedy District may have, correct such deficiencies or causes for said

order and may deduct the cost thereof from the payment then or thereafter due the Contract. The right of the District to stop work shall not give rise to a duty on the part of the District to exercise its right for the benefit of the Contractor or for any other person or entity and in times of such work stoppage, Contractor shall be responsible for continuing job safety and job security.

20.4 Termination of Contract:

- a.. If the Contractor refuses or fails to execute the work or any separable part thereof with such diligence that will ensure its completion within the time specified, or any extension thereof, or fails to complete said work within such time, or withholds, or threatens to withhold continued work regardless of the reason for same, or if the Contractor should be adjudged bankrupt or if he/she makes a general assignment for the benefit for his/her creditors, or if he/she shall make an assignment for any other reason without the express written consent of the District, or if a receiver should be appointed on account of Contractor's insolvency or if Contractor refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper material to complete the work at the time specified, or if Contractor fails to make prompt payment to subcontractors or for material or labor, or disregards laws, ordinances, or instructions of District, District's inspector, or if Contractor or any of his/her subcontractors should otherwise violate a provision of the contract, or if Contractor or any of his/hers subcontractors should perform work in a negligent or dangerous manner, or install or construct any portion thereof so that the work does not comply with the drawings and specifications, including any amendments thereto, or does not meet generally recognized industry standards for workmanlike quality, District may, without prejudice to any other rights or remedy, serve written notice upon Contractor of District's intention to terminate Contractor's control over the project, terminate Contractor's right to complete the contract or terminate this contract. Such notice shall contain the reasons for such intention to terminate, and Contractor shall immediately cease any and all violations of the terms of this contract, ordinances, or laws and shall correct to the District's satisfaction, or make satisfactory arrangements to correct to District's satisfaction, within seven (7) days, from the date of said notice, any and all deficient conditions. If Contractor, after proper notice, fails to cease and desist or fails to cure deficiencies within the said seven (7) day period, District may terminate Contractor's control over the project, terminate Contractor's right to complete the contract or terminate this agreement by written notice to Contractor, said termination shall be effective upon delivery of written notice to Contractor, his/her officers, agents or employees, or notice by certified mail to Contractor's business address. Thereafter, District may exercise any and all remedies as provided for in this agreement or by law.
- b. In the case of termination, Contractor shall not be entitled to receive any further payment until the project is completed. In the event of termination, District shall immediately serve written notice thereof upon the Surety consistent with the terms and conditions set forth in the performance bond incorporated within these contract documents. Surety shall not be entitled to reappoint or contract with Contractor to complete this project without the express written consent of the District. Upon termination, Contractor shall be ejected from the project and District may without liability for so doing, take possession of

and utilize in completing the work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the work and necessary therefore.

- c. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation to District for additional managerial, legal, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to the District. Notwithstanding the foregoing provision, this contract may not be terminated or modified where a trustee in bankruptcy has assumed the contract pursuant to 11 U.S.C., Section 365 of the Federal Bankruptcy Act.

20.5 Additional Remedies: The foregoing provisions are in addition to and not in limitation of any other rights and remedies available to the District. The District may, at any time Contractor's performance or any subcontractor's performance is such to call into question Contractor's or the subcontractor's ability or capacity to properly, and in good workmanlike manner, perform his/her obligations in accordance with the plans and specifications and within the stated time for completion, demand assurances from the Contractor in any form acceptable to District (i.e., additional bond, written addendum, modification of the contract, additional staffing, etc.) and Contractor's failure to provide adequate assurance shall constitute a material breach of the contract and the District may suspend its performance and exercise any other right or remedy provided within the contract documents or by law.

20.6 Termination by the District for Convenience:

- a. The District may terminate the performance of Work under this Contract in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Work under the contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by the District, the Contractor shall:
 - i. Stop Work under the contract on the date and to the extent specified in the Notice of Termination;
 - ii. Place no further orders or subcontracts for materials, services or facilities except as necessary to complete the portion of the Work under the contract which is not terminated;
 - iii. Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the Notice of Termination;
 - iv. Assign to the District, in the manner and at the times, and to the extent directed by the District, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated. The District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

- v. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the District, in writing, and to the extent it may require. Its approval or ratification shall be final for all the purposes of this clause;
 - vi. Transfer title to the District, and deliver in the manner, at the times, and the extent, if any, directed by the District, (a) the fabricated and unfabricated parts, Work in process, completed Work, supplies and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination; and (b) the completed or partially completed drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the District;
 - vii. Use its best efforts to sell, in the manner, at the times, to the extent, and at the prices or prices that the District directs or authorizes, any property of the types previously referred to herein, but the Contractor (a) shall not be required to extend credit to any purchaser; and (b) may acquire such property under the conditions and at a price or prices approved by the District. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under this contract or shall otherwise be credited to the price or cost of the Work covered by this contract or paid in such other manner as the District may direct;
 - viii. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
 - ix. Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this contract which is in the possession of the contractor and in which the District has or may acquire an interest.
- b. After receipt of a Notice of Termination, the Contractor shall submit to the District its termination claim, in the form and with the certification the District prescribes. Such claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the District upon request of the Contractor made in writing within such 1-year period or authorized extensions. However, if the District determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such 1-year period or extension. If the Contractor fails to submit his/her/its termination claim within the time allowed, the District may determine, on the basis of information available to the District, the amount, if any, due to the Contractor because of the termination. The District shall then pay to the Contractor the amount so determined.
 - c. Subject to the previous provisions, the Contractor and the District may agree upon the whole or any part of the amount or amounts to be paid to the Contractor because of the total or partial termination of the Work under this Paragraph. The amount or amounts may not include profit on Work not performed to date, but may include profit on Work completed up to the time of Notice of Termination. However, such agreed amount or

amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of Work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed upon amount.

- d. If the Contractor and District fail to agree, as the previous subparagraph provides, on the whole amount to be paid to the Contractor because of the termination of Work hereunder, the District shall determine, on the basis of information available to the District, the amount, if any, due to the Contractor by the reason of the termination and shall pay to the Contractor the amounts determined as follows:
 - i. For all Contract Work performed before effective date of Notice of Termination, the total (without duplication of any items) of:
 - a. The cost of such Work;
 - b. The cost of settling and paying claims arising out of the termination of Work under subcontractors or orders as previously provided. This cost is exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Contractor before the effective date of the Notice of Termination. These amounts shall be included in the cost on account of which payment is made for the cost of Work previously provided; and
 - c. A sum, as profit on the cost of the Work completed to the time of receipt of the Notice of Termination, that the District determines to be fair and reasonable. But, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - ii. The reasonable cost of the preservation and protection of property incurred as previously provided. The total sum to be paid to the Contractor shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the District, of property which is destroyed, lost or stolen or damaged to the extent that it is undeliverable to the District, or to a buyer as previously provided.
- e. The Contractor shall have the right to dispute as provided hereinafter in the subparagraph entitled "remedies" from any determination the District makes under the previous subparagraphs. But, if the Contractor has failed to submit its claim within the time provided and has failed to request an extension of such time, it shall have no such right of appeal. In any case where the District has determined the amount owed, the District shall pay to the Contractor the following:

- i. If there is no right of appeal hereunder or if timely appeal has been taken, the amount so determination by the District; or
 - ii. If a “remedies” proceeding is initiated, the amount finally determined in such “remedies” proceeding.
 - f. In arriving at the amount due the Contractor under this clause there shall be deducted:
 - i. All unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the contract;
 - ii. Any claim which the District may have against the Contractor in connection with the Work; and
 - iii. The agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold under the provisions of this clause and not otherwise recovered by or credited to the District.
 - g. If the termination hereunder be partial, before the settlement of the terminated portion of this contract, the Contractor may file with the District a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract. Such equitable adjustment as may be agreed upon shall be made in the price or prices. Nothing contained herein shall limit the right of the District and the Contractor to agree upon the amount or amounts to be paid to the continued portion of the contract when the contract does not contain an establishes contract price for the continued portion.
 - h. Remedies: All claims, counter-claims, disputes and other matters in question between the District and Contract arising out of or relating to this Contract or its breach will be decided by way of arbitration as set forth herein or in a court of competent jurisdiction within the State of California.
 - i. The Contractor understands and agrees that the forgoing termination of Contract for convenience provisions shall be interpreted and enforced pursuant to cases interpreting and enforcing similar provisions in federal procurement contracts.
21. **INDEPENDENT CONTRACTOR:** Contractor and District agree that there is no agency or employment relationship between District and Contractor, or any of Contractor's officers, agents or employees or subcontractors and that Contractor in performing its contractual obligations acts entirely as an independent contractor.
22. **INSPECTION BY DISTRICT:** The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the District of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by District, be uncovered at Contractor's expense for examination. Contractor shall pay for any necessary

retesting and/or re-inspection required because of work that fails to comply with the requirements of the contract documents.

23. **INSURANCE:** The Contractor shall not commence work under this Contract until he/she has obtained all insurance required by these General Conditions and which insurance has been approved by the District and copies of certificates of such insurance are filed with the District. The Contractor shall not allow any subcontractor to commence work on a subcontract until such insurance has been obtained. Three (3) copies of insurance certificates evidencing the required coverage shall be furnished to the District. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until THIRTY (30) days written notice has been furnished District. Such insurance shall name District, its officers, agents, and employees as additional insured. Contractor's liability insurance policy shall be endorsed as primary insurance.

23.1 **Liability Insurance:** The Contractor shall carry Bodily Injury Liability Insurance in an amount not less than \$2,000,000 combined single limit, per occurrence, \$3,000,000 aggregate. Contractor shall carry Automobile Liability Insurance in an amount not less than \$1,000,000. Contractor's insurance SHALL BE ENDORSED AS PRIMARY. **District, its officers, agents, and employees shall be named as ADDITIONAL INSUREDS.**

23.2 **Workers' Compensation Insurance:** The Contractor shall comply with the Workers' Compensation Insurance requirements of the State of California. The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all of his/her employees employed at the site of the project and, in case any work is sublet, the Contractor shall require all subcontractors to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by protection afforded by the Contractor.

In signing this Contract, the Contractor makes the following certification:

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, and I will comply with such provisions before commencing the performance of the work of this contract.

23.3 **Builders Risk/"All Risk" Insurance:** NOT USED

23.4 All policies and certificates of insurance of the Contractor shall contain the following clauses:

- a. Insurers have no right of recovery or subrogation against the District (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so affected shall protect both parties and be the primary coverage for any and all losses covered by the above-described insurance.
- b. The clause "other insurance provisions" in a policy in which the District is named as an insured, shall not apply to the District.

- c. The insurance companies issuing the policy or policies shall have no recourse against the District (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductibles in the above described insurance policies shall be assumed by and be the account of, the Contractor.

23.5 Indemnification:

- a. Contractor will indemnify and hold harmless Cordova Recreation and Park District, its Board of Directors, and its officers, agents, and employees from and against all claims, damages, losses, demands, liability, costs and expenses including attorney fees arising out of or resulting from the performance of this Contract or the prosecution of work under it, whether such claims, damages, losses, demands, liabilities, costs and expenses are caused by the Contractor, Contractor's agents, servants or employees or subcontractors employed on the project, the agents, servants or employees or any person or persons or products installed on the project by the Contractor or subcontractors.
- b. Contractor at his/hers own expense and risk shall defend any and all actions, suites, or other legal proceedings that may be brought or instituted against Cordova Recreation and Park District, the members of its governing body, its officers, agents, employees, or any such claims, damages, losses, demands, liabilities, costs or expenses.
- c. The indemnification obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractors under workers' compensation acts, disability benefit acts or other employee benefits acts.
- d. This indemnification provision shall be applicable to any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation in consequence of the use thereof by the Contractor. Notwithstanding any of the above, the Contractor shall whenever it is necessary keep and maintain at his/her sole cost and expense during the course of his/her operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon Cordova Recreation and Park District or the members of the Cordova Recreation and Park District governing body or the officers, agents and employees of either of them.
- e. This indemnification provision shall also extend to claims, damages, losses, demands, liabilities, costs and expenses for injury, harm, or damages occurring after completion of the project as well as during the work's progress. In each and every instance in which the Contract is required to indemnify or hold the District harmless, that obligation includes the obligation to defend the District.

24. MANUFACTURER'S MAINTENANCE INSTRUCTIONS, MANUAL AND WARRANTIES:

Notwithstanding Contractor's warranties as identified in these contract documents, Contractor shall provide to District all relevant manuals, instructions and manufacturer warranties for all equipment. In

addition, Contractor or his/her manufacturer, representative or other agent shall provide District designee(s) with initial, basic instruction in the operation of any installed equipment/system(s).

25. MATERIALS:

30.1. New Materials: Materials shall be new and of quality equal to that specified. When not particularly specified, materials shall be the best of their class or kind. The Contractor shall, if required, submit satisfactory evidence as to the kind and quality of material. Price, fitness and quality being equal, preference shall be given to products made in California. If a conflict(s) exists in the drawings or specifications regarding the type, kind or quality of materials to be used, the conflict shall be resolved in favor of using the superior type, kind or quality material unless use of the inferior type, kind or quality of material is authorized in writing by the District.

26. MODIFICATION: The contract, including all contract documents therein, may be modified by mutual consent and in writing only.

27. NOTICE AND SERVICE THEREOF: Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, (a) if the notice is given to the District, by personal delivery thereof to the Facility Planner of said District, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the District, postage prepaid and registered; (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his/her duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to Contractors business address, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing same in the United States mail, enclosed in a sealed envelope, postage prepaid and registered.

28. OVERLOADING: If the Contractor shall cause, permit, or allow any part of the landscape to be overloaded by storing, piling or setting thereon any material or equipment, or by performing thereon any of his/her work, he/she shall do so at his/her sole risk, and he/she shall be solely responsible for any and all loss, damage, and/or injury arising or resulting therefrom. All materials brought onto the site shall be stacked up in an orderly manner in a designated area not in conflict with the area where work is being performed.

29. PAYMENT/INVOICING: Contractor understands and agrees that all invoices must be submitted in the required format. A sample invoice is included in this project manual. Monthly invoices shall include: 1) certified payroll 3) weekly reports 4) approved change orders (if applicable).

29.1. Inspector's Confirmation: All estimates of work performed during the preceding calendar month and all requests for payment thereof or for partial payment on account of equipment delivered but not installed, as herein provided for, shall be certified by the Inspector. If errors are found in a request for payment, the errors shall be corrected by the Contractor, and the request resubmitted to the Inspector for approval, bearing the date of same as corrected.

29.2. Stop Notices: District shall withhold, from the next following payment to Contractor, 150% of any amount claimed in a stop notice timely filed with the District. Amounts withheld shall only be paid upon a valid release of stop notice or other resolution pursuant to governing law. Disputes regarding the validity of stop notices shall be resolved pursuant to governing law and shall not be subject to the dispute resolution provisions set forth in Public Contracts Code Section 20104 and these contract documents. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the District a complete release of all stop notices arising out of this Contract, but the Contractor may, if any subcontractor refuses to furnish a release, furnish a bond satisfactory to the District, to indemnify District against any stop notice.

Contractor understands and acknowledges that public property may not be liened but that a subcontractor may file a stop notice with the District. Contractor shall inform all subcontractors regarding the invalidity of liens on public property and in the event a subcontractor erroneously records a lien against public property, Contractor shall remove or bear the expense incurred by District in removing the invalid lien, including all costs and reasonable attorney fees.

29.3. Payments Withheld: The District may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate of payment to such extent as may be necessary to protect the District from loss on account of:

- a. Defective work not remedied;
 - i. Payment for defective work shall not be made unless and until contractor provides written notice from its surety that surety waives the right to claim exoneration based on payment for defective work.
- b. Claims filed or reasonable evidence indicating probable filing of claims;
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- d. Conditions indicating that the Contract cannot be completed for the balance then unpaid;
- e. Damage to another Contractor.
- f. Delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted.

29.4. Substitution of Securities: NOT USED

30. PRE-MAINTENANCE MEETING: Prior to start of maintenance a meeting will be called for the purpose of reviewing the maintenance program with the Contractor's representative. At the meeting, detailed program, sequence of work, and methods of access to work sites shall be reviewed. Representatives of the District and Contractor shall be named, and District will establish requirements for request of payments, procedures for correspondence, etc.

31. PROTECTION OF WORK AND PROPERTY:

31.1 The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect the District's property from injury or loss arising in connection with this Contract. Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or employees of the District. Contractor shall adequately protect adjacent property as provided by law and the Contract documents.

32. QUALIFICATIONS FOR EMPLOYMENT:

32.1 No person under the age of 16 years of age and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work under this Contract, unless, under the discretion of District, the safety of facility users is protected by one or more of the following methods:

- a. The installation of a physical barrier at the worksite to limit contact with community users of District facilities.
- b. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- c. Surveillance of employees of the entity by District personnel.

31.2 No person whose age or physical condition is such to make his/her employment dangerous to his/her health or safety or to the health or safety of others shall be employed to perform work under this Contract; provided that this sentence shall not operate against any physically handicapped person otherwise employable where such persons may be safely assigned to work which they can ably perform.

32. SEPARATE CONTRACTS: The District reserves the right to let other contracts in connection with the work including, but not limited to, work covered by a proposed change order that is not acceptable to the District. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his/her work with theirs.

33. SEVERABILITY: In the event any provision(s) of the contract documents is deemed to be invalid or unenforceable, that (those) provision(s) shall be severable from the remainder of the contract documents and shall not cause the invalidity or unenforceability of the remainder of the contract.

34. SUBCONTRACTORS:

34.1 The Contractor agrees that he/she is as fully responsible to the District for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract documents shall create any contractual (including third party beneficiary) relation between any subcontractor and District.

- a. A subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. Subcontractor shall be listed in the Bid Proposal according to the instructions contained therein.
- b. The Contractor agrees to bind every subcontractor to the terms of this contract, including the General Conditions, the Maps and Technical Specifications as far as applicable to the Contractor's work.

The following provisions shall be included in the Contractor's contracts with his/her subcontractors, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the District.

The subcontractor agrees:

- i. To be bound to the Contractor by the terms of the Agreement, General Conditions, Maps, and Specifications, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the District.
- ii. To submit to the Contractor, applications for payment, in such reasonable time as to enable the Contractor to apply for payment under terms of the General Conditions.
- iii. To make all claims for extras, for extensions of time and for damages to the Contractor in the manner provided in the contract documents for claims by the Contractor upon the District.

34.2 Contractor shall hold District harmless and defend and indemnify District from damages, if any, incurred as a result of Contractor's failure to include the required conditions in Contractor's subcontracts.

34.3. Contractor shall:

- a.. Pay the subcontractor, upon the payment of certificates, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- b. Pay the subcontractor to such extent as may be provided by the Contract documents or the subcontract, if either of these provides for earlier or larger payments than the above.

34.4. Pursuant to the provisions of Sections 4100 et seq., of the Public Contracts Code of the State of California, the Contractor shall not without the consent of the District, either:

- a. Substitute any persons as subcontractors in place of the subcontractors designated in his/her original bid.

- b. Permit any subcontractor to be assigned or transferred or allow any work to be performed by anyone other than the original subcontractor listed in his/her bid.
- c. Other than in the performance of change orders, sublet or subcontract any portion of the work in excess of one-half of one percent of his/her bid for which his/her original bid did not designate a subcontractor.
- d. Contractor's violation of any of the provisions of sections 4100 et seq., of the Public Contracts Code, shall be deemed a material breach of this Contract, and the District may terminate the Contract, or may assess the Contractor a penalty in the amount of not more than ten percent (10%) of the amount of the subcontract involved, or may both cancel the Contract and assess the penalty.

35. **CONTRACTOR STAFF:** Contractor shall keep a full-time Project Manager physically on each project site at all times that work is being performed on the project and shall keep during the progress of the project any necessary assistants to the Project Manager. Contractor understands and agrees that the project manager and/or foreman cannot be removed from any assigned project, without the express written consent of the District, which District agrees shall not be unreasonably withheld. Contractor understands, however, that District will not approve any substitution if the basis of such request is to merely assign these employees to other Projects being maintained by Contractor before the completion of the Project that is the subject of this Contract.

35.1 The Project Manager shall represent the Contractor in his/her absence and all directions given to him/her shall be as binding as if given to the Contractor.

35.2 The Contractor shall give efficient supervision to the work, using his/her best skill and attention. Contractor shall carefully study and compare all maps, specifications and other instructions and shall at once report to the District any error, inconsistency, or omission which he/she may discover but he/she shall not be held responsible for their existence or discovery, unless there is a situation in which interpretation is doubtful or the error is sufficiently apparent as to place a reasonably prudent contractor on notice that an error exists.

35.3 Any time Contractor's personnel or personnel of subcontractors or material suppliers are on the project site, Contractor shall have a designated person on site to be responsible for the work.

35.4 Contractor understands that it is solely responsible for giving directions to its subcontractors and/or responding to any requests for information from its subcontractors. Contractor also understands that it shall be its sole responsibility to coordinate the work of all of its subcontractors. Neither District, Inspector, or any officer, agent or employee thereof, shall provide direction to Contractor's subcontractors or respond to requests for information from subcontractors or coordinate subcontractor work.

36. **THIRD PARTY BENEFICIARIES:** This contract is by and between the District and Contractor and/or their successors or assigns and no third party is intended expressly or by implication to be benefited by this Agreement.

37. **UTILITIES:**

- 37.1 Contractor shall send proper notices, make necessary arrangements, perform other services required in care and maintenance of all public utilities and assume all responsibility concerning same. Notify proper utility if damage occurs. Observe all rules and regulations of the respective utilities in executing the work.
 - 37.2 Contractor shall carefully check areas where operations of the Contract are to be performed and observe any existing overhead wires, equipment and other obstructions. Any such work shall be moved, replaced or protected, as required, whether or not shown or specified.
 - 37.3 Contractor shall exercise extreme care in locating and identifying underground lines before starting work.
 - 37.4 Contractor shall exercise all reasonable precautions to preserve and protect any existing underground improvements.
 - 37.5 Contractor shall repair, to the satisfaction of and without additional cost to District, any damage to utility lines that occur as a result of operations of this work whether or not such utility lines are indicated.
38. WARRANTIES: Where the specifications require the Contractor to provide a written guarantee, it is the intention of this Contract that such guarantee shall run in favor of District, shall be made out to District, and shall be delivered in writing, in the form set forth in these contract documents, to the District prior to final payment.
- 38.1 Contractor's Guarantee During Work: NOT USED
 - 38.2 Contractor's Guarantee of Quality: Contractor unqualifiedly guarantees the "first-class" quality of all workmanship and of all materials, apparatus, and equipment used or installed by him/her or by any subcontractor or supplier in the project which is the subject of this Contract unless a lesser quality is expressly authorized in the Drawings and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom.

SAMPLE GENERAL MAINTENANCE AGREEMENT

THIS CONTRACT made on _____ by and between the Cordova Recreation and Park District, a political subdivision of the State of California, hereinafter called the "District", and _____ hereinafter called "Contractor".

District and Contractor, for valuable consideration, hereby agree as follows:

1. THE CONTRACT DOCUMENTS: The complete Contract consists of the following documents incorporated herein by this reference:

- Notice Inviting Bids
- Sealed Proposal
- Instructions to Bidders
- Sub-Bidder Form
- Statement of Qualifications and Experience
- Declaration of Statement of Experience
- Noncollusion Affidavit
- Child Support Compliance Form
- Worker's Compensation Insurance Certification
- General Conditions
- Sample General Maintenance Agreement
- Payment Bond
- Performance Bond
- Warranty Maintenance Bond
- Landscape Maintenance Specifications
- Sample Invoice/Monthly Report Form
- Addenda
- Change Orders
- Project Maps, Plans, and Details

Any and all obligations of the District and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents. The documents comprising the complete contract are sometimes referred to as the Contract Documents.

2. THE WORK. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation and material necessary to perform and complete in a good and workmanlike manner, the Maintenance of Landscape Corridors in the CRPD Project as called for, and in the manner designated in, and in strict conformity with, the Maps and Specifications prepared by the Cordova Recreation and Park District, and adopted by the District, which said Maps and Specifications are entitled, respectively, Maintenance of Landscape Corridors in the CRPD Project and which Maps and Specifications are identified by the signatures of the parties to this Contract. It is understood and agreed that said tools, equipment, apparatus, facilities, **Project Manual for Maintenance of Landscape Corridors in the CRPD**

labor, transportation, and material shall be furnished and said work performed and completed as required in said Maps and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the District, or its representatives. The District will designate representatives for the purpose of this Contract at the Pre-maintenance meeting.

3. **CONTRACT PRICE:** The District agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Dollars (\$ _____) subject to additions and deductions as provided in the Contract Documents. Said sum includes the base bid and accepted Alternate Proposition(s) numbered _____. All other Alternate Propositions are rejected by District, and are not included in this Contract.

4. **GOVERNING TERMS AND CONDITIONS:** The documents identified in paragraph 1 above, constitute the entire contract between District and Contractor. Contractor and District have significant rights and responsibilities pursuant to this Agreement. Specifically, Contractor performance, rights and obligations hereunder are governed by all contract documents and significant obligations and rights are set forth in the General Conditions and Supplemental Conditions, if any. By executing this Agreement, Contractor acknowledges that he/she/it has read and reviewed all of the contract documents including the General Conditions and Supplemental Conditions, if any, and that he/she/it is fully aware and understands the contents of the contract documents.

5. **CONTRACT TERM:** The contract term shall be for five years with options to extend to a sixth year and an option to extend for a seventh year based on performance. A price increase will be considered at the end of 2018 to be effective January 1, 2019. A price increase will be considered at the end of 2019 to be effective January 1, 2020. Price increases shall be calculated in the following manner:

- a. A "mean" index will be computed by averaging the index for the 20 U.S. cities with the index for San Francisco by resort to the most recent October issue of the Engineering News Record Construction Cost Index.
- b. An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for the previous October.
- c. The adjusted contract price shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this section, by the contract price in place prior to the annual adjustment.

6. **POST-AWARD SUBMITTAL REQUIREMENTS:** In addition to the submission of the required payment and performance bonds and the certificate of insurance, the Contractor shall also submit to District, within ten (10) calendar days of execution of this Agreement the following:

Weekly Maintenance Schedule
Staffing List with Contact Information
Integrated Pest Management Plan
Illness & Injury Prevention Program
MSDS for all proposed chemicals to be used

District:

Contractor:

Cordova Recreation and Park District
2729 Prospect Park Drive, Suite #230
Rancho Cordova, CA 95670

IN WITNESS WHEREOF, identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

Attest:

Cordova Recreation and Park District
2729 Prospect Park Drive, Suite #230
Rancho Cordova, CA 95670

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Law Offices of Robert E. Thurbon
Attorneys for the District
Contractor:

By: _____

Name: _____

Title: _____

PAYMENT BOND TO ACCOMPANY CONTRACT

Contractors must use this form, not a Surety Company form. Bond shall be issued by a Surety Company which is rated Best's A or better.

Know All Men by These Presents:

THAT WHEREAS, The Cordova Recreation and Park District has awarded to _____, as principal, hereinafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, Contractor is required by the provisions of Section 9950 et seq., Civil Code, to furnish a bond in connection with the contract;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the Cordova Recreation and Park District in the sum of _____ Dollars (\$ _____), said sum is consistent with the provisions of Section 9554 of the Civil Code, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his/her/its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any materials, provisions, provender, or other supplies or teams, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Section 9950 et seq. of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the surety or sureties will pay all court costs, expenses and the reasonable attorneys' fees fixed by the court and the application and interpretation of the rights and obligations hereunder shall be pursuant to California law. Surety's obligation to the Dublin Unified School District pursuant to this bond is subject to the covenant of good faith and fair dealing.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that in accordance with California Civil Code section 8152 no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same or payment for defective work or materials, except for final payment upon contract completion, shall in any way affect Surety's obligations or exonerate Surety on this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications of, or payment for defective work or materials.

IN WITNESS WHEREOF, six (6) identical counterparts of this instruction, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above-named on the _____ day of _____, 2017.

CONTRACTOR (Name and Address)

DISTRICT:

Cordova Recreation and Park District
2729 Prospect Park Drive, Suite 230
Rancho Cordova, CA 95670

SURETY (Name and Principal place of business)

CONTRACTOR AS PRINCIPAL

COMPANY: _____ (Corporate Seal)

By: _____

Name: _____

Title: _____

SURETY COMPANY: _____ (Corporate Seal)

By: _____

Name: _____

Title: _____

Attorney in Fact

PERFORMANCE BOND TO ACCOMPANY CONTRACT

Contractors must use this form, not a Surety Company form. Bond shall be issued by a Surety Company which is rated Best's A or better.

KNOW ALL MEN BY THESE PRESENTS: that where, the Cordova Recreation and Park District (hereinafter designated as "District") has awarded to _____ (hereinafter designated as "Principal" or "Contractor") a contract for the work described as follows: the Maintenance of Landscape Corridors Project.

WHEREAS, Principal is required to furnish a bond in connection with the contract, guaranteeing the faithful performance of the contract;

NOW, THEREFORE, we, the undersigned Principal and Surety are held and firmly bound unto the District in the sum of _____ dollars (\$ _____), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

The **condition** of this obligation is such that if the Contractor, his/her/its heirs, executors, administrators, successors or assigns, shall abide by and in well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof as therein provided, on his/her/their part to be kept and performed at the time and in the manner therein specified, the Surety shall have no obligation pursuant to this bond except to participate in conferences provided in subparagraph 1.1, otherwise, the Surety's obligation under this bond shall arise after:

1. The Surety's obligation:

1.1 The District has notified the Contractor and the Surety that the District is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than seven (7) calendar days after receipt of such notice to discuss methods of performing the construction contract. If the District, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the construction contract, but such agreement shall not waive the District's right to subsequently declare the Contractor in default; and

1.2 The District has declared the Contractor in default and formally terminated the Contractor's right to complete the contract. Default shall not be declared early than seven (7) calendar days after the Contractor and the Surety have received notice as provided in subparagraph 1.1; and

1.3 The District has agreed to pay the balance of the contract price to the Surety in accordance with the terms of the construction contract or to a contractor selected to perform the construction contract in accordance with the terms of the contract with the District.

2. When the District has satisfied the conditions of paragraph 1, the Surety shall immediately and at the Surety's expense take the following actions:

2.1 Undertake to perform and complete the construction contract itself, through its agents or through independent contractors. Surety shall not undertake to perform and complete the construction contract by employing, authorizing or utilizing the services of the principal contractor or affiliated organization without the written consent of the District; or

2.2 Retain a qualified contractor acceptable to the District for performance and completion of the construction project/contract. The contractor shall be selected with the District's concurrence and his/her/its performance shall be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued for the original construction contract, and sufficient to pay to District the amount of damages as described in paragraph 4 et seq. resulting from the Contractor's default; or

2.3 Waive its right to perform and complete, arrange for completion, or obtain a new contractor by determining the amount of which it may be liable to the District and as soon as practicable after the amount is determined, tender payment thereof to the District.

2.4 Surety shall proceed in accordance with paragraph 2 not later than fifteen (15) calendar days after written notice that Contractor is declared to be in default. In an emergency situation, or if time is of the essence in the underlying contract, District may take all reasonable actions necessary to protect the work of improvement and/or to continue the construction process pending Surety's investigation and action pursuant to paragraph 2. Cost incurred by District in protecting the work of improvement or continuing the construction process pending Surety action shall be the joint and several responsibility of Surety and Contractor.

3. If Surety does not proceed as provided in paragraph 2 et seq., Surety shall be in default on this bond and the District shall be entitled to enforce any remedy available to District. In the event suit is brought upon this bond, Surety or Sureties will pay all court costs, expenses, and reasonable attorney fees fixed by the court.

4. After District terminates the Contractor's right to complete the construction contract, the responsibilities of the Surety to the District shall not be greater than those of the contractor under the construction contract, and responsibilities of the District to the Surety shall not be greater than those of the District under the construction contract. To the limit of the amount of this bond, but subject to commitment by the District of the balance of the contract price to mitigation of costs and damages on the construction contract, the Surety is obligated without duplication for:

4.1 The responsibilities of the Contractor for correction of defective work and completion of the contract.

4.2 Additional legal and administrative costs resulting from the Contractor's default, and resulting from the actions or failure to act as required in paragraphs 2 and 3.

4.3 Liquidated damages, or if no liquidated damages are specified in the construction contract, then actual damages caused by the delayed performance or non-performance of the Contractor.

5. Surety hereby waives notice of any change, including changes of time, to the construction contract or to related subcontracts, purchase orders and other obligations.

6. Notice to the Surety, the District or the Contractor shall be mailed or delivered to the address shown on the signature page.

7. This bond, the rights and obligations hereunder and the interpretation of any provision contained herein, shall be governed by the laws of the State of California and Surety, by submission of this bond to District, shall be deemed to have submitted to the jurisdiction of California courts. Surety's obligations to District pursuant to this bond are subject to the covenant of good faith and fair dealing and Surety's breach of said covenant shall give rise to a cause of action by District for damages caused by Surety's breach of said covenant.

8. For the purposes of this bond, the construction contract shall be defined as all of the documents in the agreement between District and Contractor.

9. Surety, for value received, hereby stipulates and agrees that in accordance with California Civil Code Section 8152 no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same or payment for non-conforming or defective work or materials, except for final payment upon contract completion shall in any way affect Surety's obligations or exonerate Surety on this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications, or of payment for defective work or non-conforming work or materials.

IN WITNESS WHEREOF, six (6) identical counterparts of this instruction, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above-named on the _____ day of _____, 2017.

To be signed by Principal and Surety and Notarial Acknowledgment and Seal attached.

CONTRACTOR (Name and Address)

DISTRICT:

Cordova Recreation and Park District
2729 Prospect Park Drive, Suite 230
Rancho Cordova, CA 95670

SURETY (Name and Principal place of business)

CONTRACTOR AS PRINCIPAL

COMPANY: _____

(Corporate Seal)

By: _____

Name: _____

Title: _____

SURETY COMPANY: _____

(Corporate Seal)

By: _____

Name: _____

Title: _____

Attorney in Fact

WARRANTY MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that whereas, the Cordova Recreation and Park District (hereinafter designated as "District") has awarded to _____ (hereinafter designated as "Principal or Contractor") a contract for the work described as follows:

WHEREAS, Principal is required to furnish a bond in connection with the contract, guaranteeing the faithful performance of Principal's obligations pursuant to a _____ year warranty period as set forth in the contract;

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto District in the sum of _____ lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

The condition of this obligation is such,

That if the Contractor, his/her/its heirs, executors, administrators, successors or assigns, shall abide by and in well and truly keep and perform the covenants, conditions and agreements of the warranties set forth in the subject contract and any alteration thereof as therein provided, on his/her/its part to be kept and performed at the time and in the manner therein specified, the Surety shall have no obligation pursuant to this bond, otherwise the Surety's obligation under this bond shall arise after:

A. The District has notified the Contractor of defects in material or workmanship and Contractor has refused to correct, or failed to adequately correct defective materials or workmanship consistent with the obligation set forth in the warranty provision of the subject contract, and/or has failed to compensate District for consequential damages suffered as a result of the defective material and/or workmanship.

Then:

B. The surety shall immediately and at the Surety's expense, undertake to perform and complete repairs/replacement of defective materials or workmanship through its agents or through independent contractors or Surety may waive its right to perform as set forth above by determining the amount of which Surety may be liable to the District and as soon as practicable after the amount is determined, tender payment thereof to District.

Surety shall proceed in accordance with the obligation set forth herein, not later than seven (7) calendar days after written notice that Contractor has refused or failed to perform his/her/its obligations pursuant to the warranty provisions of the subject contract and in an emergency situation, or if time is of the essence in the underlying contract, District may take all reasonable actions necessary to protect the subject work of improvement and/or commence immediate repairs to protect the health and safety of the public or to continue the operation of the District and costs incurred by District in protecting the work of improvement or commencing emergency repairs for the protection of the public or the continued operation of the district shall be the joint and several responsibility of Surety and /Contractor.

If Surety does not proceed as provided herein, Surety shall be in default on this bond and the District shall be entitled to enforce any remedy available to District. In the event suit is brought upon this bond, Surety or Sureties will pay all courts costs, expenses and reasonable attorney fees fixed by the court.

This bond, the rights and obligations hereunder and the interpretation of any provision contained herein, shall be governed by the laws of the State of California and /Surety, by submission of this bond to District, shall be deemed to have submitted to the jurisdiction of California courts.

For the purposes of this bond, the contract and warranty provisions contained therein shall be defined as all of the documents constituting the complete construction contract by and between District and Contractor.

Surety hereby stipulates and agrees that this bond shall remain in full force and effect until expiration of the warranty period as set forth in the contract documents.

CONTRACTOR (Name and Address)

DISTRICT:

Cordova Recreation and Park District
2729 Prospect Park Drive, Suite 230
Rancho Cordova, CA 95670

SURETY

(Name and principle place of business)

CONTRACTOR AS PRINCIPAL
COMPANY:

(Corporate Seal)

Name and Title:

SURETY COMPANY:

(Corporate Seal)

Attorney in Fact

Section 3. Landscape Maintenance Specifications

LANDSCAPING MAINTENANCE SPECIFICATIONS

PART 1 – GENERAL REQUIREMENTS

1.01 APPLICABLE REQUIREMENTS

- A. Requirements of Part 1 apply to all work in this Section.

1.02 SCOPE OF WORK

Landscape maintenance services to be performed by Contractor pursuant to this Agreement shall consist of contractor furnishing all labor, materials, tools, equipment, services and transportation required to perform mowing, trimming, aeration, and edging all turf areas; renovation of turf areas; clean-up, weeding, and disposal of all debris found on turf areas, flower beds, shrub beds, sidewalks, and pathways; pruning and staking of trees and shrubs; weeding and cultivation of all flower beds, shrub beds, and tree wells, and maintenance of all concrete and brick sidewalks and other paved areas in a broom-clean, litter-free condition as more specifically described below. Weed control may consist of chemical means as long as the Contractor and his personnel are properly licensed and trained in the application of pesticides and herbicides. Healthy shrubs, flowers, trees, or lawn area killed as a result of negligence in the spraying by Contractor shall be replaced at the Contractor's expense.

1.03 SAFETY

- A. All services and merchandise must comply with the California State Division of Industrial Safety Orders and O.S.H.A.
- B. Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Relations.
- C. Contractor shall have in place an Injury and Illness Prevention Program as required by law and shall provide the District with a written copy.
- D. SDS will be provided to CRPD staff for all fertilizers, pesticides, or other chemicals used for this maintenance work.
- E. Contractor shall immediately notify Park District of any unsafe or hazardous conditions encountered by Contractor in performing the services required by this Agreement. Said conditions to be reported shall include, but not be limited to those limited to: potholes in planting areas or turf areas; standing water; ropes tied to tree limbs; tree houses; tunnels; unauthorized excavation; unsecured or improperly placed wood, wire or metal, or any other material or obstacle that is a potential hazard. All such items shall be promptly reported to Park District's representative.

1.04 TRAFFIC CONTROL AND PUBLIC SAFETY

As set forth in Sections 6-12 through 6-14, 7-8 and 12 of the County of Sacramento Municipal Services Agency Standard Construction Specifications, September 2001, and in compliance with the State of California Traffic control standards as per the "Manual of Traffic Control", the contractor shall be responsible for safety to traffic within the project limits and on the approaches to the project. The

Contractor is responsible for paying for and obtaining all permits related to lane closures or traffic control. The Contractor shall bear solely all liability for any non-compliance.

1.05 INTERFERENCE

- A. The Contractor shall conduct the work required in such manner as to cause the least amount of interference to the public.
- B. Non-interference with Facility Operations:
Contractor shall perform all necessary work as provided in this Agreement so as not to interfere with the use of any facility by the general public or Park District staff. Whenever the Contractor finds that, in order to properly perform the work required under this Agreement, it is necessary to block or restrict access to any facility, or it is necessary to block any roadway, driveway or other approach to any facility, the Contractor shall give written notice to Park District's designated representative at least forty-eight (48) hours in advance so as to permit coordination with anticipated facility use. There may be events and recreation programs which will be scheduled for the parks that may make it necessary for the Contractor to reschedule work. Park District's business must be maintained without interruption during the progress of the work, and no unnecessary interference will be permitted.

1.06 DAMAGE

Contractor shall replace, at Contractor's own expense, any lawn area requiring replacement through normal attrition or due to infestation or to negligence resulting from Contractor's failure to provide maintenance in accordance with the provisions of this Agreement. This requirement is not to be construed as requiring the Contractor to replace entire lawn areas due to conditions beyond the contractor's control, but is to be considered strictly as a normal maintenance condition in accordance with accepted practice. Repairs to damaged turf shall be made with sod. Contractor shall also replace, at Contractor's own expense, any ground cover, trees, shrubs, other plant material, or irrigation systems which have been damaged as a result of Contractor's negligent operations. Damaged turf, shrubs, plants and trees shall be replaced at Contractor's expense with plant material of the same kind and size as that damaged by Contractor. Where it is not feasible to replace mature plants or trees, the Contractor shall replace it as recommended by Park District's representative. Replacement trees, shrubs, ground cover, sod and other plants shall be of size, condition and variety specified and approved by Park District's designated representative. **The Contractor is not responsible for replacement of plant material that has died as a result of irrigation that was non-functioning prior to this contract.**

- A. All damage to landscaping, property or any related structures due to contractor's negligence during the performance of any provision of this agreement shall be the responsibility of the contractor. The District shall determine who is responsible for such negligence.
- B. All damage or vandalism of landscaping, related structures or fixtures not attributable to the contractor's negligence shall be the responsibility of the District.
- C. If sprinklers, valve boxes, etc. are damaged by the contractor during the course of this contract by mowing and/or other work, the Contractor shall repair such damages at his cost.

1.07 WORKMANSHIP QUALITY AND APPEARANCE LEVEL

It is the intention of Park District to require the highest level of quality in landscape maintenance compatible with standard practice. All materials shall be new and workmanship shall be of highest quality

possible. All work shall be subject to general supervision and satisfaction of Park District's representative in charge who may exercise such control of the work as is required to safeguard the interests of the Park District.

1.08 POLICING

- A. All areas shall be kept free of all litter, including broken glass or other such debris. This will require a thorough policing of the areas once per week, including the winter months when the mow schedule may be adjusted. The District will check to ensure this is being accomplished. The Contractor shall dispose of all rubbish or debris. Arrangements may be made to utilize designated District dumpsters. Planted areas shall be kept free of trimmings and grass cuttings. Contractor shall be responsible, at their expense, for all green waste disposals. In areas where trash receptacles are located, Contractor shall be responsible for emptying receptacles at least once per week. Receptacle trash bags to be supplied at Contractors expense and shall be a minimum of two (2) millimeters or heavier.

1.09 SIDEWALKS

- A. Sidewalks and paved areas shall be blown, swept and cleaned of dirt or soil that might be washed from adjacent slopes or planted areas as required.
- B. All plant growth shall be prevented in any cracks, in curbs, or in street gutters.
- C. All street gutters shall be kept free of leaves.

1.10 WATERING

- A. Watering shall be performed as required to maintain proper growth in all areas. Watering will be dictated by weather conditions. Water shall be done at night or early morning (before 7:00 a.m. or after 10:00 p.m.) to insure that inconvenience to persons using any area will be at a minimum. Watering shall be controlled to prevent excessive run-off, ponding and over watering. Water conservation is to be considered a prime concern at all times.
- B. All irrigation schedule adjustments and/or changes shall be controlled by the District. Contractor shall notify District representative in writing of any adjustments and/or changes that the Contractor believes are necessary. Contractor shall also notify District Representative of any irregular (i.e. too much, too little, etc.)

1.10 KEY CONTROL

- A. Contractor shall be responsible for the proper use and safekeeping of all keys issued by District during the performance of this work. Lost or stolen keys shall be reported immediately to District. Contractor shall reimburse District for the cost of replacing keys and/or re-keying of locks. Upon expiration or termination of this agreement, all keys received by the Contractor shall be accounted for and returned to District. California law stipulates that it is unlawful to duplicate any key without the permission of the owner.

PART 2 – PRODUCTS

2.01 MATERIALS

All materials used shall be of the highest quality and shall conform to original plans of the landscape specifications, or as approved by District.

2.02 EQUIPMENT

All units should be maintained in a safe operating condition and free from oil and fluid leaks. Contractor shall furnish, maintain and use sufficient modern and efficient equipment and tools to perform the work required pursuant to the provisions of this Agreement. Said equipment and tools shall be kept in safe, usable condition with cutting edges properly sharpened. Park District's designated representative may direct Contractor to discontinue the use of any equipment or tools that in the opinion of said representative are not in an acceptably safe and usable condition. When Contractor cannot perform routine tasks because the unusable equipment or equipment which needs to be repaired, such as mowers, trucks, trailers, etc., Contractor shall have a maximum of forty-eight (48) hours to repair such equipment. After forty-eight (48) hours, Contractor must rent or locate other substitute equipment to perform the tasks required by this Agreement.

2.03 SUBMITTALS

Within ten (10) days of the execution of this agreement the Contractor shall provide the following submittals:

- Weekly Maintenance Schedule
- Staffing List with Contact Information
- Integrated Pest Management Plan
- SDS for all chemical products to be used

In addition, the Contractor will be required to provide a monthly invoice package which includes:

- Certified payroll
- Invoice form/weekly reports (sample included in this project manual)

If, at any time, the Contractor, his staff, or his sub-contractors need to communicate a problem to the District it shall be done through a phone call and in writing (e-mail is fine) to the District Inspector.

PART 3 – LANDSCAPE MAINTENANCE

3.01 SPRINKLER IRRIGATION SYSTEM

Contractor shall check the system weekly for proper operation. All sprinklers, drip emitters, valves and irrigation controllers shall be manually checked for proper operation weekly. All sprinkler heads are to be adjusted as necessary for unimpeded coverage and to minimize overspray and water waste. Adjustments and repairs shall be the responsibility of the contractor. Any plant material lost due to failure of contractor to assure proper operation of functioning irrigation systems shall be the responsibility of the contractor to replace.

Drip systems shall be checked as frequently as needed, given the season, to assure proper operation and the survival of plant material. Drip emitters on new plantings and accessible established plantings shall be the responsibility of the Contractor. In established areas where the emitters are not accessible or visible, Contractor shall verify proper operation of irrigation valves. Any plant material lost due to

failure of contractor to assure proper operation of drip systems shall be the responsibility of the contractor to replace.

Complete documentation of daily irrigation checks and repairs shall be included in the weekly reports. The Contractor shall detail by day the areas checked, findings, actions taken and irrigation parts used. Falsification of the information in these reports shall constitute material breach of this agreement. Irrigation programming change requests and unresolved situations or conditions will be reported to the District Representative, in writing, at the end of each work day. Specific irrigation crew staffing requirements shall be as designated in Section 3.11, STAFFING. All extra irrigation repairs, over and above those included by the provisions of this agreement, shall be pre-approved by District or payment will be denied. Report leaks and problems via telephone and in writing (e-mail is acceptable) to the District Representative.

Shrub Area Drip Irrigation Repair

Several of the landscape corridors within the Villages of Zinfandel have poorly functioning drip irrigation systems. There is an extra work line item within this contract to replace some of the existing drip irrigation with low flow spray heads and cap the remainder of the drip heads along landscape corridor laterals. The work includes the following:

1. Contractor shall remove and properly dispose of all existing drip multi-outlet emitter devices.
2. Due to available GPM, not every drip emitter will be able to be replaced with a spray head. Contractor shall replace every third or fourth multi-emitter device with Hunter MP Rotators low flow spray heads Model # MP 2000-180 or 360 depending on location. Contractor shall replace every third or fourth existing pipe connection to main and replace with new 1/2" pvc connection and swing joint per details included in this project manual. New heads shall be located 30" min. from back of curb.
3. Contractor shall remove and cap the remaining drip emitters where shown on the **Shrub Area Drip Irrigation Repair Plan** included in this project manual (Project Maps, Plans, and Details, Section).
4. Existing turf spray heads, tree bubblers, and planting shall remain.

The **Shrub Area Drip Irrigation Repair Plan** represents a typical condition in the Villages of Zinfandel; however, landscape corridors may vary with regard to number of heads to be replaced. The extra work item shall be based on a price per valve.

3.02 GENERAL LANDSCAPING MAINTENANCE

- A. It is the responsibility of the contractor to assure that all planting and seeding is kept in a healthy growing condition by proper watering, weeding, cultivating, pruning, mowing, edging, spraying, fertilizing, and by performing any other necessary operations of maintenance.
- B. Monthly Inspections: a District representative and on-site project supervisor shall tour the project at least monthly. Any deficiencies in quantity or quality shall be noted by the District and an appropriate compliance period, determined by the District, shall be allowed. If the deficiency is not remedied to the satisfaction of the District during that period, the District shall have the option to hire someone else to complete the work and deduct cost from the contractors' monthly billing, or arrange for district staff to remedy the deficiency and charge back the contractor at their contracted skilled labor rate.

- C. If contractor misses or skips scheduled maintenance, District shall deduct a proportionate amount from the monthly invoice. Contractor shall be responsible for returning the affected area to the routine schedule immediately. Maintenance normally scheduled for a day that falls on a holiday shall be performed the first day following the holiday and all work must be in compliance with the approved schedule within the same work week.
- D. Decomposed granite paths and other areas shall be kept weed and grass free at all times.
- E. FERTILIZATION – When fertilizers are applied by Contractor, fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep lawns and other plants in healthy and vigorous growing condition. Turf areas will be fed three (3) times per year with 30% water soluble, 70% granular slow release product that will deliver 1.5 pounds of actual total nitrogen per 1000 square feet of turf per treatment. The products must also include a minimum of 5% available phosphate and soluble potash. Two (2) times a year, this application will include a pre-emergent. Applications will take place in April, July and October. Adjust irrigation as needed for optimum benefit of fertilizer and pre-emergent.

Planter beds will be granular fed two (2) times per year with a water soluble fertilizer which includes pre-emergent, that will deliver one (1) pound of actual total nitrogen per 1000 square feet of area, for a total of two (2) pounds of actual total nitrogen per 1000 square feet, per year. Product must have at least 15% available potash and 15% soluble phosphate. Applications will take place in April and October.

October applications of all fertilizers must be completed by the end of the month to ensure coated tablets begin to break down before cooler weather sets in. Contractor shall provide District with a written fertilization schedule annually and shall notify District representative in writing one week in advance of each area being fertilized.

Contractor shall provide all materials, equipment and labor. In order to verify proper application rates, empty fertilizer containers shall be left for District for the purpose of count and disposal. *All fertilizer landing on any hardscape surface must be blown immediately after application.* Alternate the pre-emergent product type through the year (i.e. Dimension, Pendimethalin, etc.). When applying pre-emergent product to drip irrigation areas, soil must be wet before and after application. The optimum time to apply these products is just prior to a rain event.

3.03 LAWN -- Contractor shall maintain all lawn areas on the sites covered by this Agreement in a healthy, growing condition by performing the following operations and other work incidental thereto:

- A. Mowing. All turf areas are to be mowed at least once per week March 1 through November 30 and a least once per month December 1 through February 28. Turf shall be mowed to maintain a uniform height of 3 to 3.5 inches year round. This will require weekly mowing except for the winter months, during which the frequency of mowing (but not other items of work) will be determined by growing conditions, subject to review by District. Any change in schedule due to weather conditions or equipment operation must be cleared through Park District's representative. Contractor shall utilize mowers of the appropriate size for each area, subject to approval by District, so as to provide a high quality cut and not damage or rut turf areas. Contractor shall immediately notify District of any such damage and make repairs at their own expense. Mowing shall be done only by properly adjusted mowing equipment with sharp cutting edges. Bruising or rough cutting the grass will not be permitted.

Scalping will not be permitted. Contractor shall remove all paper, rubbish or debris from each lawn area prior to mowing. Lawn clippings which will not dry and drop beneath the growing level of the grass within twenty-four (24) hours shall be removed. **Mowers are to be kept out of tree wells.**

B. Trimming.

- (1) All lawn area edges shall be trimmed after each mowing. This trimming shall include cutting all grass along walls, foundations, curbs, sidewalks, pads, shrub areas, tree trunks, poles, guy wires, or any other object or structure within or bordering the lawn areas.
- (2) Trimming shall be done by powered edging equipment or by hand. Contractor may allow the use of soil sterilants or other types of weed killers but any property damage resulting from such use shall be the responsibility of the Contractor.
- (3) Trimming shall be done around irrigation system sprinkler heads as necessary to permit maximum water coverage by the system. Use of contact herbicides around irrigation system sprinkler heads is not permitted.
- (4) Contractor shall avoid damaging tree trunks, shrubs, sprinkler heads, buildings and other objects and structures during trimming operations. Any such damage shall be reported immediately to Park District's designated representative.

C. All grass clippings shall be picked up and removed from the site. Grass clippings shall be cleaned out of gutters and shall not at any time be blown on to streets. Failure to abide by this provision shall subject Contractor to a fine of \$150.00 per occurrence.

D. Edges of lawn shall be trimmed weekly per mowing schedule to maintain neat appearance. This shall include edging along all wood headers and borders. Clippings shall be removed.

E. "Weed Eaters" are not to be used around base of trees. Turf shall be maintained no less than 18 inches from trunk of tree and the tree wells shall be kept weed free.

F. Lawns shall be watered at such frequency as weather conditions require to replenish soil moisture below root zone. Normally, a total of 1-1/2 inches of water is needed weekly in hot weather. Water conservation is to be of prime concern at all times. Contractor is responsible for promptly notifying District of any needed irrigation adjustments and the need to correct any over or under-watering conditions.

G. All turfed areas shall be aerated twice per year, within one (1) week prior to spring and fall application of fertilizer. A coring tine aerator producing a minimum core size of 5/8" X 3" shall be used and all sprinkler heads must be staked prior to aerating. District reserves the right to approve all equipment used for aeration to assure effectiveness. Contractor shall provide all materials, equipment and labor. Any damage incurred as result of the aerating shall be repaired at the contractor's expense.

H. Repairs to turf areas shall be made with sod. Sod shall be provided and placed by the Contractor at the unit cost provided on the Proposal Form. Turf damage due to the negligence of the contractor in performance of this agreement shall be the responsibility of the contractor to restore. Adequate irrigation of newly sodded areas, independent of the irrigation of the rest of the facility, shall be the responsibility of the Contractor. Depressions shall be brought to level grade with topsoil and sodded.

3.04 TREES AND SHRUBS

- A. Water enough that moisture penetrates throughout root zone and only as frequently as necessary to maintain healthy growth. CRPD staff will probe soil to determine moisture levels.
- B. The contractor shall maintain existing stakes and ties on all trees until such time as they are no longer needed for support, as determined by the District. Stakes and ties shall be inspected at least twice yearly or more often as required by weather conditions, to prevent girdling of trunks and branches and to prevent rubbing that causes bark wounds. District shall be responsible for needed additional stakes and ties. Contractor shall be responsible for installation and maintenance. Stakes damaged or broken by mowers or other equipment shall be replaced immediately by Contractor at their expense. Contractor shall contact the District if stakes were broken by other means other than the contractor.
- C. Pruning shall apply to all shrubs and trees **up to 6” caliper**. All trees and shrubs shall be evaluated by a Certified Arborist with regards to their need for pruning. An annual pruning schedule, established by the Certified Arborist, shall be submitted to District for approval. Shrubs shall be pruned twice per year or more frequently as needed to maintain established height (no higher than 6ft.) and shape, or to prevent encroachment into other areas. Shrubs shall be maintained no higher than fence height. Approved growth regulators may be used on shrubs at the option of the Contractor. Trees shall be checked annually and pruned as needed to insure proper growth in compliance with the following guidelines. **No pruning of trees younger than 2 years shall take place.**
1. All pruning shall be done by qualified professional personnel using recognized and approved I.S.A. methods and techniques.
 2. Excessive pruning or stubbing back will not be permitted.
 3. All pruning cuts shall be made flush. They shall be cleanly cut with no tearing of the bark.
 4. Shearing of shrubs and ground cover will be done only after approval of the District.
 5. Young trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing from 18 to 48 inches and radial orientation so as not to overlay one another.
 6. Under no circumstances will stripping of lower branches (“raising up”) of young trees be permitted. Lower branches shall be retained in a “tipped back” or pinched condition with as much foliage as possible to promote caliper trunk growth and tapered trunk. Lower branches can be cut flush with the trunk only after the tree is able to stand erect without staking or other support.
 7. All trees shall be thinned out and shaped when necessary to prevent wind storm damage.
 8. Pruning of trees and shrubs shall be done as needed to achieve the following:
 - To shape, particularly to correct misshaping caused by wind
 - To raise the lower branches of trees above head height wherever they overhang walks
 - To cut back shrubs where they encroach on the walks and paved areas
 - To cut back branches that are rubbing on walks, fences, and buildings
 - To remove suckers, watersprouts, and other undesirable growth on trees
 - To remove all dead and damaged branches

- Pruning to remove all hazards shall be done immediately
- Regardless of tree size, contractor shall be responsible for pruning up to 15 feet in height
- Under no circumstances should any vehicle be permitted to drive or park under the dripline of any tree.

3.05 GROUND COVER & SHRUB BEDS

- A. Ground cover and shrub beds shall be kept free of weeds at all times. Upon prior approval of the District, herbicides may be used to maintain beds in a weed-free condition. Weeds 4 inches and larger shall be pulled within one (1) week after spraying. The ground cover shall be cut back to a height of four inches once per year or as determined to be necessary by District.
- B. Ground cover shall be cut back once per month, to prevent growth onto sidewalks and curbs. All cuttings shall be removed.

3.06 PESTICIDES AND HERBICIDES - Insecticides, fungicides, herbicides and rodenticides, when applied by Contractor, shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacturer's original container.

- A. A pesticide program for the control and/or the elimination of weeds shall be applied as needed, following a District approved schedule. Any pesticides used must be on the Department of Agriculture's approved list. Contractor shall provide appropriate permits and licenses before any pesticides are used. The District's representative shall be notified one week prior to extended date of application of any pesticide.
- B. Pesticides must be brought to the work site in original manufacturer's container, properly labeled with guaranteed analysis. All spraying shall be done with extreme care to avoid any hazard to any persons or pets in the area or adjacent area, or any property damage.
- C. Lawns shall be kept free of weeds. Weeding may be done manually or by use of selective weed killers. Extreme caution shall be exercised if non-selective weed killers are used so as to not damage other plant material. If spraying is done, it shall only be done at times when there is no wind. No spray shall be used if detrimental to fish or animal life.
- D. Weeds shall be controlled by the use of approved products. Material, timing, rate of application, and application shall be supervised by licensed Pest Control Operator.
- E. Monthly pesticide reports shall be submitted by Contractor to District indicating each site that has been treated the previous month and listing all herbicides, insecticides, and disease control chemicals used. This report must accompany the current month's invoice in order for the billing to be processed. Contractor shall annually supply Safety Data Sheets (SDS) for all chemicals to be used in the performance of this work prior to application. Prompt payment of monthly invoices is contingent upon the timely submittal of these reports.

3.07 NATURAL AREAS

Contractor shall monitor natural areas and remove any found litter or large debris. Any problems, such as homeless encampments or vandalism, should be reported immediately to the District Representative. At this time no fuel reduction, weed abatement, or watering is required under this contract in these areas.

3.08 LEAF REMOVAL

A. Leaves shall be removed and disposed of as necessary to maintain a neat, clean appearance and safe surface condition at all work areas.

B. When removing leaves from mulched areas, the contractor shall ensure that woodchips remain in place.

3.09 GENERAL MAINTENANCE AND CLEANUP:

- A. Contractor shall collect all clippings, trimmings, cuttings, rubbish and debris at each site covered by this Agreement and shall remove the same promptly from each site and dispose in a dumpster to be located in Park District's corporation yard. Contractor is also responsible for emptying all refuse cans which are placed by Park District at various locations in the areas covered by this Agreement.
- B. Contractor shall keep all turf areas, planting areas, and areas next to buildings, fences, benches, sidewalks, paths, curbs and gutters, and parking areas free from all litter, rocks, glass, and other debris.
- C. Contractor shall keep all sidewalks and other paved areas swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planting areas. In addition, Contractor shall thoroughly sweep, wash or blow all paved areas at least once per week to avoid accumulation of small bits of debris. **No debris or sediment shall be allowed to enter the storm drain system.**

3.10 HAZARDS

Hazards such as pot holes, standing water, tunnels, excavations, ropes tied to tree limbs, damaged park equipment or amenities, settlements and unsecured material such as wood, wire, metal, etc. shall be immediately secured and/or posted with suitable warning signs to protect the public, and the appropriate District Representative notified immediately of the condition. The hazardous condition may be remedied by the contractor after notification has been submitted to District, repair cost agreed upon, and permission obtained in writing.

3.11 VANDALISM

Any acts of vandalism shall be reported immediately to the District, shall be appropriately remedied by the Contractor after notification has been submitted to District, repair cost agreed upon, and permission obtained in writing.

3.12 STAFFING

A. Control, Supervision and Approval Authority:

Contractor's operations and activities pursuant to this Agreement shall be under the control and supervision of Park District's Park Superintendent or his designated representative.

Contractor shall provide a full time project manager who is available to District at all times during business hours and for emergencies. Contractor shall provide a full time, year round Irrigation Crew Leader (see irrigation staffing below) available at all times for this project who shall be thoroughly trained in the operation of the District's Central Irrigation System within four weeks of the contract award. District can assist contractor with arrangements for this training through the proper sources. Contractor shall have a qualified supervisor or leadworker on the job at all times. Contractor shall only furnish workers who are competent and skilled for work under this contract.

Contractor must have the designated staff and the ability (radios, cell phones, etc.) to be in contact with their field personnel at all times in order to expedite communication regarding the project between District and Contractor's field staff. Contractor shall supply District with a 24 hour ON CALL phone number and shall have a competent on call person available to respond to any emergency situations which may occur.

B. Contractor shall assure that the conduct and activities of their employees will not be detrimental to the interest of the public using the facility, or reflect poorly on the District. Upon written notification by District that such conduct, in the opinion of the District, has occurred, Contractor shall take reasonable measures under the circumstances to address the situation and prevent any reoccurrence.

All workers employed on the work site shall wear a uniform bearing the name of the Contractor and shall present a neat and clean appearance as is practical given the nature of the work.

Upon award of contract, District shall supply contractor with a copy of the Districts' Sexual Harassment Policy. This policy shall apply to contractor and its staff at all times during the performance of the services provided for under this contract.

The Contractor shall ensure that all work under this Agreement is supervised by supervisory personnel employed by Contractor. In order to qualify for this contract, the Contractor shall have a Contractor's representative within his employ who is assigned to supervise the work to be performed pursuant to this Agreement. Said Contractor's representative is defined as a management employee, above foreman, with the following minimum of experience, licenses and education:

- (1) Acceptable experience consisting of a minimum of four (4) years at a supervisory level in park and landscape maintenance.
- (2) Classes completed in horticulture from an accredited college or university. Acceptable experience may be substituted for education on a year-for-year basis.
- (3) A valid and current C-27 landscape contractor's license.
- (4) A valid and current Pest Control Operator's license.
- (5) A valid California driver's license and a safe driving record.

C. Contractor shall also have a first line supervisor assigned to supervise the services to be performed by Contractor pursuant to this Agreement who meets the following specifications:

- (1) Acceptable experience consisting of a minimum of four (4) years at a supervisory level in park and landscape maintenance.
- (2) Classes completed in horticulture from an accredited college or university. Acceptable experience may be substituted for education on a two-to-one basis.
- (3) A valid and current Qualified Applicator's Certificate.
- (4) A valid California driver's license and a safe driving record.

D. Contractor shall ensure that all work under this Agreement is performed by fully qualified, experienced personnel directly employed by Contractor. Additionally, the Contractor shall ensure that

Contractor's employees present a neat, clean appearance. Contractor shall provide, and Contractor's employees shall wear, a standard uniform shirt, which includes Contractor's insignia to allow Park District personnel to identify Contractor's personnel. Contractor and his employees shall at all times be courteous and considerate towards the public in the course of their work.

E. Contractor shall be responsible for the skills, methods, appearance and actions of Contractor's employees and of all work performed pursuant to this Agreement. Contractor shall plan and conduct the work to comply with local, state and federal government agencies' applicable safety regulations and work practices including, but not limited to, occupational safety and health standards promulgated by the U.S. Secretary of Labor and safety orders of the California Division of Industrial Safety, in order to adequately safeguard persons and property from injury.

F. Contractor's representative shall contact Park District's park superintendent weekly for the purpose of conveying messages, consultation, scheduling, field review, et cetera.

3.13 INSPECTIONS:

Park District's designated representative shall make periodic inspections of all facilities covered by this Agreement at periodic intervals. The purpose of these inspection tours shall be to evaluate the effectiveness, adequacy and acceptability of Contractor's performance in maintaining the landscaped areas in accordance with the provisions of this Agreement. Park District's designated representative may, during the periodic inspection tours, identify and communicate to Contractor's representative, areas of unsatisfactory work or of inadequate performance by Contractor. The result of each inspection shall be made available to Contractor's representative in writing. Contractor shall correct such identified unsatisfactory work or inadequate performance within Forty-eight (48) hours and shall submit a written report to Park District's designated representative reflecting such corrective action. Any maintenance records kept in the usual course of business by Contractor shall be available for inspection by the District's designated representative. Park District may utilize a mutually acceptable horticulturist or other appropriate expert to review and inspect Park District's property to assist Park District's designated representative in assessing the quality of the services provided by Contractor pursuant to this Agreement.

CONTRACTOR TO BE HELD STRICTLY ACCOUNTABLE TO THE PROVISIONS OF THIS SECTION

Sample Invoice/Monthly Report Form

A separate invoice shall be submitted for each landscape maintenance area (Villages of Zinfandel, Anatolia I & II, Anatolia III, and the Sunridge Park Development). Please attach all material receipts with invoice.

Contractor Company Information:

Invoice Number:

Invoice Date:

<u>Item Number</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
			TOTAL EQUIP: TOTAL LABOR: TOTAL MATL: TOTAL: TAX: PAYMENT DUE:	

WEEK #1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Type of Work Performed, Associated Staff, and location (nearest street intersection)							
Materials Used and Quantities							
Equipment Used with Hours Noted							

WEEK #2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Type of Work Performed, Associated Staff, and location (nearest street intersection)							
Materials Used and Quantities							
Equipment Used with Hours Noted							

WEEK #3	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Type of Work Performed, Associated Staff, and location (nearest street intersection)							
Materials Used and Quantities							
Equipment Used with Hours Noted							

WEEK #4	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Type of Work Performed, Associated Staff, and location (nearest street intersection)							
Materials Used and Quantities							
Equipment Used with Hours Noted							

Section 4. Project Maps, Plans, and Details
