

PLEASANT VALLEY RECREATION AND PARK DISTRICT
REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE AND JANITORIAL SERVICES
FOR PLEASANT VALLEY FIELDS SPORTS COMPLEX
SPECIFICATION NO. 21-01



RFP RELEASE DATE:

OCTOBER 8, 2020

PROPOSALS DUE:

Friday, December 4, 2020

By 10:00 A.M.

DELIVER PROPOSALS TO:

Administrative Office

Pleasant Valley Recreation & Park District

1605 E. Burnley Street, Camarillo, CA 93010

Phone: (805) 482-1996

PLEASANT VALLEY RECREATION & PARK DISTRICT

NOTICE INVITING PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES AT PLEASANT VALLEY FIELDS

1.1 ANNOUNCEMENT

The Pleasant Valley Recreation and Park District (District) is soliciting proposals from qualified firms to provide all labor, services, materials, equipment, and to perform work for weekly landscape maintenance and janitorial services for Pleasant Valley Fields Sports Complex per the attached Proposal Terms and Conditions and Specifications.

1.2 PROCEDURES INVITING PROPOSALS

Submitted proposals shall comply with the procedures set forth in the GENERAL REQUIREMENTS of these documents.

The RFP documents may be obtained from the District's Administrative office located at 1605 E. Burnley St, Camarillo, California, (805) 482-1996, for a copy fee of \$.25 per page or on the District website for free at: www.pvrpd.org.

INSTRUCTIONS TO BIDDERS:

1. **SEALED** bids, addressed to District Pleasant Valley Recreation and Park District –1605 E. Burnley St. Camarillo California 93010, Attention: Bob Cerasuolo, Park Services Manager must be received at the above address no later than December 4, 2020 10:00 a.m. for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary for park maintenance at the specifications and standards in these bid documents.
 - Bids shall be submitted in sealed envelopes using the Proposal form furnished with this bid document.
 - Sealed envelopes shall be clearly marked on the outside as follows: **2021-2024 PV Fields Park Maintenance Bid** with the name of the submitting Vendor in the upper left-hand corner of the envelope.
2. Addendum. All questions must be emailed only and must be received by November 18, 2020, at 5:00 p.m. Only answers issued by Addenda will be binding. All addenda will be published / posted on the District Pleasant Valley Recreation and Parks website <https://www.pvrpd.org/>

3. Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.
4. The District also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, the District reserves the right to consider the most advantageous bid thereof or to reject the bid.
5. The Contractor's bid shall include the sum total of the base bids, individual bid forms and unit prices as outlined in the Bid Tabulation Form.
6. All companies bidding on this project must include the information outlined in the **ITEMS TO BE INCLUDED IN BID SUBMITTAL CHECKLIST** such as performance bond, labor and material bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, financial statements and other items requested in this bid document.
7. Any resulting contract is subject to Award of Bid and approval by the District Pleasant Valley Recreation and Park District Board of Directors. Contingent on Board approval, the contract period is February 20, 2021 through February 15, 2024. It is expected that Bidders will be notified of bid results within 20 days of bid receipt. Bid price must be valid for ninety (90) days.
8. ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.
9. Contractor is required to provide the District a performance bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to the District and are included in the total project cost(s).

10. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the total bid amount of the contract, payable to the District, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.

1.3 SUBMISSION OF PROPOSALS

Requirements for the RFP are enclosed. To be considered in the selection process:

- Interested parties shall submit one (1) original and four (4) copies of their proposal no later than **Friday, December 4, 2020 at 10:00 a.m.**
- No late proposals will be accepted.
- **Please note that the District offices are closed due to the COVID- 19 virus. The office hours are from 8:00 am to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Please knock on the door or make an appointment for time delivered and we will stamp them.**
- The original proposal shall be submitted in loose leaf format (unbound and unstapled). The four (4) copies of the proposal may be stapled. Proposals shall be submitted in a **SEALED** envelope to:

Pleasant Valley Recreation and Park District
Administrative Office
1605 E Burnley St., Camarillo, CA 93010

- Bids received after the above date and time will not be considered. **Please note that FAXED OR EMAILED RESPONSES WILL NOT BE ACCEPTED.**

1.4 FORM AND STYLE OF PROPOSALS

Proposals must be prepared on the forms provided with the PROPOSAL DOCUMENTS herein and must be in compliance with the GENERAL REQUIREMENTS described herein. Proposers shall not change the wording of the forms except as required by any Addendum issued by the District.

1.5 TERM OF A CONTRACT FOR SERVICES

The term of the contract will be for a three (3) year period from February 15, 2021 to the termination date of February 15, 2024 with the option to renew for up to a maximum of two (2) additional two (2)-year periods for a combined maximum of seven (7) years. The optional renewal shall be at the District's sole discretion. To exercise its extension option,

for the public good. The District also reserves the right to reject the proposal of any Proposer that has been delinquent or unfaithful in any former contract with the District. No Proposer may withdraw its proposal for a period of sixty (60) days after the date from the opening thereof. If the District cancels or revises this RFP all firms invited to participate in the process shall be notified in writing.

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of the Proposal pursuant to this RFP, or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the District and will ultimately become public records available for public review. The District reserves the right to request additional information or clarification during the evaluation process.

1.10 WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (IOC, 18A, 18C)] for Ventura County. Refer to <https://www.dir.ca.gov/oprl/dprevagedetermination.htm> for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Camarillo Parks office. Contractor further understands and agrees as follows:

- A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775.) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)
- B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)
- C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)
- D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.

- E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §1860 and §3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)
- F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the District harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

1.11 MANDATORY JOB WALK

There will be a mandatory job walk with the Park Services Manager and/or Designee on **Thursday October 29, 2020** at **Pleasant Valley Fields Sports Complex** located at 200 Westpark Court, Camarillo, California 93012. All contractors shall meet promptly at **9:30 am** at the parking lot located at the western end of the park.

Proposers must participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. Any proposal received from a contractor that did not attend this walk-through meeting will be considered non-responsive and rejected.

1.12 SPECIAL REQUIREMENTS FOR WORK ON SCHOOL PREMISES

None. This project does not involve work on school premises.

1.13 CONTRACTOR'S EXAMINATION OF SITE

Each contractor shall carefully examine each site of the proposed work and the contract documents herein. It will be assumed that the contractor has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract and specifications.

1.14 EXECUTION OF CONTRACT; SUFFICIENCY OF INSURER AND SURETIES

The contractor to whom award is made shall execute a written contract with the District on the form agreement provided below and shall provide proof of all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the District the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California;
- or*
- (b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of contractor to deliver these documents by the time of execution of the agreement shall require the District to refrain from entering the agreement, as contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the *Bond and Undertaking Law, Code of Civil Procedure 995.660*. Upon receipt of any bonds, the District shall contact the bond company to verify the bond's validity.

1.15 EMERGENCY INFORMATION

The names and telephone numbers of the contractor and its representatives shall be filed with the Department of Parks prior to beginning work to ensure contractor availability and response as required for emergency landscape repairs or remediation.

1.16 OTHER PERMITS, FEES, AND LICENSES

The Contractor shall, prior to the start of work, **possess a valid City of Camarillo business license, A D.I.R number, State of California C-27 landscape Contractor's license and a pesticide applicators/operators' certificate** for the duration of the contract.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
LANDSCAPE MAINTENANCE SERVICES at PLEASANT VALLEY FIELDS**

GENERAL REQUIREMENTS

Each proposer is instructed to carefully examine all of the Proposal Documents which will form a part of the agreement; namely, the Request for Proposals, including these General Requirements, the Contract Services Agreement and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

1. Each proposer is required to become familiar with the Scope of Services, Technical Provisions and General Requirements of the services to be performed pursuant to the Contract Services Agreement. The District will assume that each proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, all work sites, and the materials and equipment to be furnished.
2. The undersigned fully understands the Scope of Services attached to the Contract Services Agreement and has checked carefully all words and figures inserted in his/her Proposal Documents and he/she further understands that the District will in no way be responsible for any errors or omissions in the preparation of the proposal.
3. Proposals shall be made on the forms (Proposal Documents) provided by the District. Each proposal shall be signed by an authorized representative of the proposer and shall guarantee compliance with all contract documents or, in the alternative, list any exceptions taken to the contract documents.
4. Complete proposals must be submitted to the District's Office located at 1605 E Burnley Street, Camarillo, California 93010 on or before the date and time specified in the Request for Proposals.
5. The fee proposal shall be submitted in a separate, sealed envelope.
6. Proposals shall include a list of cities, counties, or other public agencies for which the proposer has provided landscape maintenance services during the past **five (5) years**. Said list shall include the current name and telephone number of the proposer's contact person.

***NOTE:** A proposer must have a current (within past two (2) years) landscape maintenance service contract with a municipality or special park district of equivalent

size and equivalent landscape services *INCLUDING* specialized sports turf maintenance, and/or golf course maintenance to be deemed a qualified company.

7. Proposals shall include a list of ALL equipment that will be used for landscape maintenance used exclusively at Pleasant Valley Fields.

***NOTE: ALL TURF MOWERS ARE TO REMAIN AT PLEASANT VALLEY FIELDS.** The District will provide an area for staging equipment and vehicles used to perform all services required under the Agreement.

8. Proposals will be evaluated based on:
 - a. Qualifications of the Proposer
 - b. References
 - c. Proposed Fee - The District need not select the lowest cost proposal but may choose according to what is in the best interest of the District. Awards shall be made to the lowest responsive and responsible proposer whose proposal is determined to be the most advantageous to the District.
 - d. Completeness of the proposal and compliance with the required format.
 - e. Understanding of general park procedures and requirements as per the Public Contract Code, and any additional procedures explained during the Mandatory Job Walk.
 - f. Experience in landscape servicers for similar sized projects.
 - g. Experience and qualifications of the proposer, its work force members and stability of the firm.
9. Upon receipt of the submittals, the District may select the most qualified proposer in a "one- step" process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The District may/will negotiate a final scope and fee with the most qualified contractor as determined by District staff in its sole discretion.
10. Upon completion of the evaluation and selection process, the District's Park Services Manager or designee will make a recommendation to the District Board of Directors regarding the award of the contract.
11. The District is not obligated to award a contract and reserves the right to reject all proposals.
12. Following the award of the contract, a Landscape Maintenance Services Agreement, substantially in the form attached hereto, shall be executed by and between the selected contractor and the District. Each proposer must review the attached Agreement carefully

as it contains many details and requirements not set forth in these General Requirements or elsewhere.

13. The undersigned shall execute the Landscape Maintenance Services Agreement and furnish the certificates of insurance after notice of acceptance of the proposal by the District and prior to commencing services.
14. The contract shall commence February 15, 2021 and end on February 15, 2024 with annual renewal options as described above.
15. The District desires a fair, equitable, competitive, and timely contract award. Therefore, from the time the District issues the Request for Proposals and until the District Board receives District Staff's recommendation for contract award, all contact with the District shall be through:

Bob Cerasuolo

Park Services Manager

Pleasant Valley Recreation and Park District

1605 E. Burnley St. Camarillo, CA 93010 Telephone: (805) 482-1996 ext. 301

bobc@pvrrpd.org

During this period of restricted contact any attempt by a proposing contractor, its representative or agent to contact, lobby or make a representation to a member of the District Board, or any other official, employee, or agent of the District, other than the designated District contact, will be grounds for disqualification. It is the responsibility of each proposer to make its own estimates prior to submitting its proposal and to base its proposal cost on its own estimates or assessments. Each proposer shall carefully examine the facilities of the proposed maintenance work. The submission of a proposal shall be prima facie evidence that the proposer has investigated and is satisfied that it understands the conditions to be encountered.

All proposals shall include the following executed documents, signed by people authorized to bind the proposer, to be submitted with each written proposal:

1. General Requirements (signed)
2. Already have a D.I.R (Department of Industrial Relations) number
3. Proposal and Proposer's Certification(s)
4. List of Qualifications (References' List)
5. List of Equipment
6. Statement of Transition Plan

7. Faithful Performance Bond (see Bonding Requirements in Notice of Invitation of Proposals)
8. Labor and Material Bond
9. Financial Information
10. List of Subcontractors
11. Schedule of Holidays off

We have read and understand the General Requirements of the Pleasant Valley Recreation and Park District's Request for Proposal for Landscape Maintenance Services.

SIGNATURE: [Electronic Signatures Acceptable](#)

DATE: [Click or tap here](#)

NAME (PRINT): [ENTER FIRST AND LAST NAME](#)

TITLE: [Click or tap here to enter text.](#)

COMPANY: [Click or tap here to enter text.](#)

COMPANY ADDRESS: [Click or tap here to enter text.](#)

DIR #: [Click or tap here to enter text.](#)

CONTACT PERSON: [Click or tap here to enter text.](#)

PHONE NUMBER: [Click or tap here to enter text.](#)

EMAIL: [Click or tap here to enter text.](#)

(CHECKLIST ON NEXT PAGE)

PROPOSER'S CHECKLIST

These items are to be turned in with your sealed bid or proposal.

General Requirements - <i>Signed</i>	
D.I.R. (Department of Industrial Relations) Number	
Proposal & Bid Tabulation Forms (Exhibit B)	
List of Qualifications Form (Exhibit C)	
List of Equipment Form (Exhibit D)	
Statement of Transition Plan (Exhibit E)	
Faithful Performance Bond (Exhibit F)	
Labor & Material Bond (Exhibit G)	
Financial Information (Exhibit I)	
List of Subcontractors – <i>if needed</i> (Exhibit J)	
Schedule of Holidays Off (format of your preference is acceptable)	

Please ensure any additional pages are attached to the appropriate exhibit form and/or sufficiently labeled with the appropriate subject of the page(s).

EXHIBIT “A”

SCOPE OF WORK AND TECHNICAL PROVISIONS FOR PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES

The Landscape Maintenance Services contract will include services based on the outlined maintenance standards and specifications for a term of 36 months beginning on February 15, 2021 and ending February 15, 2024.

The undersigned hereby submits this Proposal for Landscape Maintenance Services and stipulates thereto as follows:

1.1 FAMILIARITY WITH AGREEMENT REQUIREMENTS

The undersigned declares that he/she has carefully examined the location of the proposed services and Scope of Services, that he/she has examined the General Requirements and [Sample] Contract Services Agreement of the Pleasant Valley Recreation and Park District and all related documents.

1.2 BASIC CONTRACT

The undersigned hereby proposes to furnish all labor, equipment, tools, and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance Agreement as shown in the Contract Services Agreement. The following are monthly amounts and are to be paid to the proposer in equal monthly payments.

SCOPE OF WORK

2.1 Contractor shall provide at his own cost and risk All labor, equipment, materials, supplies, tools, and transportation including but not limited to:

- Hauling
- Dumping
- Fertilizers
- Insecticides
- Brick Dust
- Chemicals
- Mulch
- Seed
- Chalk
- **Cleaning the restrooms Seven (7) days a week.**
- Wood Chips
- Decomposed Granite
- Irrigation Controller Batteries
- Herbicides
- And all other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

2.2 Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to the areas listed below:

- **Turf Management:** routine mowing, trimming, fertilization, watering, weed abatement.
- **Hardscape Management:** routine sweeping, litter and trash removal, and pressure washing, catch basins, storm drains, swale, driveway/aprons, sidewalk.
- **Shrub/Pruning & Groundcover areas:** routine weeding, cultivation, fertilization, weed abatement, and pruning.
- **Tree Care:** lifting limbs, grid pruning, removal.
- **Irrigation – Operation, Programming and Maintenance;** includes parts and labor for daily irrigation and repairs.
- **Ball-diamond Maintenance:** off season maintenance, pre-season rehabilitation, sports period maintenance.
- **Building/Restrooms:**
 - DAILY janitorial cleaning before 8:00 am at all three (3) restrooms.
 - Cleaning toilets/urinals and sinks, routine trash removal including trash bags, stocking supplies washing out 7 times weekly.
 - Toilet paper and hand soap will be provided by the owner for contractor to install.
- **Park Amenities:** trash receptacles, bollards, benches, drinking fountains, tables.

2.3 **MATERIALS, EQUIPMENT AND SUPPLIES TO BE PROVIDED BY CONTRACTOR**

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the park’s facilities.

These supplies and materials shall include, but are not limited to:

- (a) All necessary top dressing, mulch, seed, water surfactants and humectants, fertilizers, herbicides, fungicides, herbicides, brick dust, wood chips, decomposed granite, chemicals, amendments, tree stakes, restroom stock, fasteners, rodent control devices, et cetera.
- (b) All parts necessary for the repair and proper maintenance of all irrigation systems.
- (c) All trash bags, (routine trash removal including trash bags and all

cleaning materials used for cleaning of the restrooms,) Toilet paper and hand soap will be provided by the owner for contractor to install

TECHNICAL PROVISIONS—PARKS MAINTENANCE SPECIFICATIONS

The desire and intent of the District is to maintain the landscaping and grounds maintenance for parks and facilities to achieve world-class conditions with little to no frustration on the part of the District or its residents.

The selected contractor will provide **MONTHLY REPORTS** documenting how the execution of the standards are being maintained at this level. To achieve this objective, the District submits these qualifying factors, inspection procedures, responsibilities/liabilities, and industry performance standards.

3.1 GENERAL STANDARDS AND PROCEDURES

- A. Contract payment will be **MONTHLY**, based on a detailed invoice provided to the District from the selected Contractor and submission of the required Monthly Report. The billing of services is on a per unit or per month price which are submitted as a total monthly price. Some services such as wasp/hornet treatment are not detailed and are included in the overall/total cost of the agreement.
- B. Work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Sunday, with the exceptions of Tournaments and Special Events. On occasion the District may direct workflow or projects to be performed as to not to interfere with park and facility activities.
- C. Additions to the Contract, i.e. amenities are based on unit prices as agreed upon in the bid (refer to Supplemental Unit Price Form), the District will request a proposal for additional services and will add it to the contract, at their discretion.
- D. **Any measurements contained herein should only be used as an estimate.** Contractor is responsible for accurate measurement of the park, turf areas, landscape beds, volume of mulch etc. All potential bidders should examine areas included in this bid to ensure accurate measurements and price quotes.
- E. Contractor must ensure adherence to all Federal, State, and Local laws and regulations.
- F. Contractor will be required to provide proper and verifiable insurance in the amounts identified in the bid packet.
- G. Proper and verifiable licenses to include, but are not limited to:
 - i. State of California Licensed Pesticide Applicator
 - ii. State of California Licensed Arborist
 - iii. Reclaimed Water Training

- iv. Licenses shall be provided with the contract and not later than 10 days after an employee change has been made.

Copies of the certifications should be included in the bid submittal as supplemental information.

3.2 PARKS AND FACILITIES MAINTENANCE SCHEDULE

- A. Unless otherwise specified, Contractor shall provide a schedule for recurring (daily, weekly, monthly) grounds maintenance (mowing, trash, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.
- B. For non-recurring (quarterly, bi-annually, annually, irregular schedule, as needed) grounds maintenance (fence cleaning, sign cleaning, etc.), Contractor shall submit a monthly work schedule that outlines work for the upcoming month no later than one-week prior the start of the month.
- C. Any variations to the schedule may arise due to the following issues:
 - i. Inclement weather conditions.
 - ii. Emergencies as designated by the District.
 - iii. Maintenance activities/noise may cause disruption
- D. If a variation to the schedule prevents work to be carried out, Contractor will be required to notify the District. The Contractor will be required to resume work as soon as possible in accordance with the annual schedule and contract specifications.
- E. Contractor will be provided various schedules maintained by the District as pavilion and sport fields' reservation schedules and program and special event schedules in order to schedule maintenance accordingly.

3.3 PARKS AND FACILITIES INSPECTIONS AND REPORTS

The Contractor is to provide inspections and reports as indicated below. Inspections and reports are to be done by a competent and seasoned professional.

Inspection procedures:

- A. Daily reports (email and/or phone) are provided to the District when the Contractor becomes aware of acts of vandalism, safety issues, irrigation issues, etc. The primary point of contact for daily reports is the Parks Maintenance Manager or designee.
- B. Weekly site inspections (52 times a year). The Contractor shall perform weekly site inspections. Reports shall include verification of services performed, conditions of the park (i.e. turf appearance and health) and issues of concern. The Contractor and the District shall mutually agree as to the format of these weekly inspection reports.
- C. Monthly Report (12 times per year). The Contractor shall provide a monthly inspection for the site, which shall include the verification of services performed (time and date), and issues of concern (i.e.

irrigation issues, basis insects, turf damage, weeds, fungus, disease, vandalism, rodents, safety hazards and Acts of God). Contractor and District shall mutually agree as to the format of these monthly inspection reports. **The monthly invoice shall not be processed without the Monthly Report.**

- D. Additional reports are required to be made by the Contractor as conditions warrant.
- E. The contractor must be able to respond and communicate via electronic mail daily.

3.4 CONTRACTOR RESPONSIBILITIES/LIABILITIES:

- A. Contractor must ensure the public's safety when performing services.
- B. Contractor shall adhere to image standards - meaning each employee on site will be in a uniform (shirt, pants, and cap) and vehicles will be clean and marked with company name.
- C. Contractor shall behave and operate in an environmentally and professionally sound way as to not create damage or cause exposure by virtue of negligence or omission.
- D. Contractor shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.
- E. Contractor is responsible for repairing damage to the irrigation system caused by Contractor i.e. irrigation boxes being damaged or destroyed by mower blades.
- F. Contractor is responsible for damage to persons and property caused during the performance of contracted work.
- G. Emergency Services: Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.
- H. All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.
- I. No live tree removal (including understory and shrubs in the existing

landscape or the surrounding “natural” area) shall take place without the permission (written or oral) of the District.

- J. Contractors must include a detailed **EQUIPMENT LIST** necessary to complete the work outlined in these specifications and submit with the bid and annual schedule.
- K. Contractor must include an organizational chart that identifies numbers of staff dedicated to this contract and their intended responsibilities.
- L. The Contractor will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, brick, pavers, glass, all weather turf, etc. that is caused by the Contractors errors or their failure to comply with the requirements of these specifications and will be assessed a fee. Tree and shrub values will be based on District’s assessment and/or appraisal in accordance with Council of Tree and Landscape Appraisers or other mutually agreeable source.
- M. Contractor is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this contract. Contractor is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to applicable licensing regulatory body. *These records shall be provided to the District in the monthly reports.*
- N. Contractor is responsible for public notification when pesticides are to be applied 72 hours in advance. Notification as is to include when, what, where, and how much. Verification of completion is to be noted.
- O. A Pollution Prevention Plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.
- P. If through inspection and verification, in the District’s opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the contractor.
- Q. In the event the contractor fails to accomplish any task under this scope of work, the District will provide reasonable notice to take corrective action. If the Contractor does not perform the service, the District may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the contractor for that monthly period based on the Unit Prices.
- R. Performance Bonds- Due no later than February 5, for the next contract year (3 bonds total).

3.5 TURF MANAGEMENT

- A. The District utilizes a detailed, proactive approach to turf management. Including but not limited to: soil amendment, fertilization, fertigation, pre and post-emergent herbicides, dethatching, aerating, proper mowing practices, etc.
- B. All Turf: these areas shall be inspected daily (7 days per week) for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.
- C. A soil test will be conducted twice a year around mid-April and mid-October of each contract year.
 - i. The results of the soil test will determine the development of the turf management program and the Turf Action Schedule.
 - ii. Soil should be tested for, but not limited to, soil PH, NO₃-N, Micronutrients, and Texture.
- D. Contractor shall provide a detailed comprehensive, environmentally sensitive **TURF ACTION SCHEDULE** using a synthetic and/or organic approach which outlines the application of fertilizer, insecticide, herbicide and disease control programs that maintains turf in a healthy, vigorous, growing condition with no weeds, disease or insect issues to create a dense crop of turf based on the intended use of the park.
 - i. The Turf Action Schedule shall be reviewed and mutually agreed to by the District prior to implementation.
 - ii. The Turf Action Schedule shall be due to the District no later than one month after the sample was taken of each contract year.
 - iii. Plan shall outline the chemical type, analysis, timeline for application, and intended application rates.
 - iv. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- E. There are minimum standards and depending on use, weather, soil conditions additional fertilization may be warranted and shall be included in the base cost of the bid.
- F. Turf Fertilization: Pleasant Valley Fields Sports Complex primarily uses a liquid fertigation system to distribute fertilizer to the turf. Liquid fertilizer is applied to the turf daily. Application of formulas and rates shall be at a rate corresponding to climate, soil type and conditions, and cultural requirements of the turf species. The contractor is required to provide and deliver a pre-approved liquid fertilizer in advance to the site. The site is equipped with two (2), five hundred (500) gallon fertilizer tanks. The contractor shall maintain an adequate level of material in each tank at all times. The turf may require additional applications of fertilizers and/or additives accomplished using a rotary and/or drop spreader.

- G. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
- H. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- I. An edger shall be used in all areas where grass and concrete meet to maintain a neat and professional appearance
- J. All turf is to be litter, debris, and hole free. Holes are defined as a depression where a community member may trip and are bare of grass.
- K. Sports Turf (Bermuda) shall be mowed approximately 104 times at a height of (5/8) inches per year (typically twice a week during growing season and one time a week during winter months) At Districts discretion. This mower shall be used only at Pleasant Valley Fields.
- L. Non-Sports Turf areas shall be cut with a reel mower to maintain a consistent year-round height of 2-3” for Tall Fescue. This mower shall be used only at Pleasant Valley Fields.
- M. Alternating mow patterns is a Requirement to reduce “tracking.”
- N. The contractor is responsible to ensure a complete thorough removal of all debris and litter at the completion of all mowing occurrences to include clumping or piles of grass.
- O. Top Dressing shall be applied once per year with a mixture of 80% screened sand and 20% organic matter applied at a 1/4 inch deep.
 - i. Cycle 1- November
- P. Core aeration shall occur a minimum of three (3) times per year at a depth of 6” and then mat drag all cores throughout. Knife aeration shall be done eight (8) times a year.
 - i. Core aeration shall occur in the months below
 - 1. Cycle 1- April
 - 2. Cycle 2– June
 - 3. Cycle 3- November
- Q. Aerations are to be serviced with a PTO powered aeration attachment.
- R. Each aeration and top dress service cycle shall not exceed 2 weeks in total.
- S. Renovation: post-soccer season top dressing shall occur one (1) time per year on a schedule approved in advance by the Parks Services Manager. Topdressing material and rates shall be per agronomic recommendations consistent with soils analysis. Additionally, Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.

- T. Thatch Removal: The Contractor shall be responsible for the removal and disposal of thatch build-up in the sod layer one (1) time per year. The Park Services Manager shall be notified with a written schedule one month prior to the date of thatch removal commencement. Thatch removal shall be performed with a power-driven thatching/verti-cutting knives. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. Over seeding and topdressing shall be required at the Contractors expense where thinning of sod has occurred. The Parks Services Manager shall determine the top-dressing and seed application rate.

3.6 HARDSCAPE MANAGEMENT

(routine sweeping, litter and trash removal, and pressure washing)

- A. Cracks in Hardscape areas – apply herbicide as needed to control weeds in hardscaped areas, i.e. interior pathways of parks, parking lots, snack bar courtyard.
- B. Decomposed Granite- apply Herbicide to ensure a weed free decomposed granite area (paths, trails, etc.).
- C. Wasp/Hornet Control– shall occur as needed on and around the exterior of park buildings and restrooms to control wasp/hornets. Raid Wasp and Hornet Spray or an approved equal shall be used. Wasp control is an included cost and is not detailed out in the Individual Park Pricing Forms.
- D. Blowing- Removal of debris by blowing from parking lots, internal park pathways, play structures, and other hardscapes (parking areas and walkways) and softscape areas (i.e. decomposed granite)
- E. Unless identified otherwise below will occur fifty-two times (52) per year weekly.
- F. Playgrounds Safety Fall Surfacing- Maintain a level, debris free and safe play areas by way of raking, removing litter, spot treating weeds/grasses under swing sets, play equipment and general play area 104 times per year-two times per week (Monday, Friday).

3.7 INSECTICIDE SPECIFICATIONS

- A. The insecticide program shall maintain turf free of insects which includes, but not limited to, mole crickets, army worms, sod web worms, fire ants, cutter ants, grubs, chinch bugs and other invasive damaging insects year-round.
- B. The Turf Action Schedule should figure in Preventative applications as well as reactive applications. Insecticides will be figured into the base bid.

3.8 HERBICIDE SPECIFICATIONS

- A. The herbicide program shall maintain weed free which includes, but not

limited to, other invasive crop damaging weeds.

- B. The re-entry restriction or time interval is 24 hours from time of application for all herbicides.
- C. A Pre- Emergent herbicide shall be applied a minimum of two (2) times per year according to the label, however the first application shall be made no later than March 15 of each contract year.
- D. Post emergent applications should be proactive based on weekly inspection findings, preferably contractor would have an in-house applicator rather than subcontracting this service.
- E. Herbicide cost should be figured into the base bid.
- F. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.

3.9 DISEASE CONTROL SPECIFICATIONS

- A. The disease control program shall maintain turf that is free of diseases which includes, but is not limited to, Poa, Horseweed, Crabgrass, Pythium fungus, root fungus and other crop damaging diseases. Preventative applications as well as reactive applications should be included in the base bid.

3.10 PARK PROCEDURES

- A. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
- B. All turf is to be litter, debris, and hole free. Holes are defined as a depression where a community member may trip and are bare of grass.
- C. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- D. An edger shall be used in all areas where grass and concrete meet to maintain a neat and professional appearance
- E. Any clumping or piles of grass is to be raked, mulched, or removed in order to keep a clean, green, and safe appearance. The contractor is responsible to ensure a complete thorough removal of all debris and litter at the completion of all mowing occurrences.

3.11 PRUNING

- A. Pruning of non-native, indigenous species shall create a uniformly dense plant. Selectively thin and tip back annually. Prune to enhance natural branching effect of plants. Do not change shape of shrubs by pruning.
- B. Only experienced personnel with proper abilities shall do pruning.

Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the park.

- C. Contractor shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed immediately. Tree and shrub branches should be pruned a minimum of 3' from all structures, buildings, light poles, AC units, fences, walkways, etc.
- D. Tree and shrub branches should be pruned and maintained a minimum of 3' from all structures, buildings, light poles, fences, AC units, walkways, etc.
- E. Broken or hanging limbs greater than 7' feet or will impede pedestrian/vehicle passage shall be removed immediately.
- F. Pruning of formal shrub planting is minimal and shall be completed on as needed to result in a smooth, manicured appearance, at no additional cost.
- G. Low branches and sucker sprouts are to be removed as necessary throughout the year.
- H. Small or young trees are to be pruned (trained) during the fall and winter season.
- I. "Natural" areas are to remain in their natural native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lot, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities
- J. Tree stakes will be maintained to achieve their intended purpose. Stakes shall be removed one year after the installation of a tree or shrubs, even if the tree/shrub was installed by another contractor.
- K. All debris from pruning shall be removed from the site and disposed of at the contractor's cost.

3.12 MULCHING

- A. Non-colored Native Hardwood Mulch, at least double ground and aged, shall be applied at rate of 3" depth at all landscaped beds and other areas as required. Natural areas are not to be mulched.
- B. Mulch shall be installed 4 inches to 6 inches away from on root flare or root collar of tree. "Volcano" mulch rings are not acceptable.
- C. Mulch shall NOT be installed within 12 inches of any building.

3.13 LANDSCAPED BEDS

- A. All landscape beds shall remain free of litter, debris, and *weeds*. *Weeds*

sprayed with herbicide must be manually removed after brown out. All Landscape beds at the facility shall be hand weeded on a monthly basis (12 times per year)

- B. "Natural" areas are to remain in their natural native conditions with the exception the removal of dead wood.
- C. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis at Pleasant Valley Fields facilities to achieve a smooth, manicured appearance within established boundaries. Any necessary restructuring shall be reviewed and mutually approved by the by the District and the contractor. Only experienced personnel with proper abilities shall do trimming/deadheading. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed. Excess horizontal growth shall be pruned at a minimum of 14” from building foundations.
- D. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty at Pleasant Valley Fields. This means to prune color after color fades.

3.14 IRRIGATION

- A. A licensed irrigator(s) shall provide inspections to the irrigation systems.
- B. Sprinkler heads, spray patterns, and controllers shall be inspected on a weekly basis during the irrigation season. Adjustments to heads shall be made at no additional cost to the District. Weekly inspections reports shall be submitted with the monthly invoice.
- C. Breaks, leaks, and malfunctions of unknown and uncontrollable sources will be repaired by the contractor. Missing or damaged valve box lid replacements are to be replaced by the contractor as a high priority due to safety issues.
- D. Cost for material, supplies and equipment for repairs will be billed at cost plus an additional mark-up percentage as identified in the bid tabulation. A verification of cost of materials (wholesale price) shall be provided for any and all materials, supplies and equipment.
- E. Vandalism or accidental damage not caused by the Contractor shall be reported immediately to the District. Upon approval of the District, Contractor shall provide the labor and materials necessary to repair the damage at an additional expense to the District.
- F. All irrigation repairs will be made with Rainbird and Hunter products (or an approved equal).
- G. Emergency calls regarding broken or malfunctioning sprinkler heads, lines or controllers shall be answered immediately by the Contractor if a condition exists in which water is running freely or in which the District

requests immediate attention for safety reasons.

- H. Contractor shall notify the District of system malfunction via email or phone call within 24 hours of the problem.
- I. Contractor shall assist the District with as needed system shutdowns due to random events, natural disasters, or related events. This service is included in overall contract price
- J. Contractor will be responsible for the programming, maintenance, and repairs on the specific irrigation zones and programs per applicable facility and park. Irrigation controllers will be shared with the Sports field Mowing Contractor. Ownership of Repairs to the Controller will be at the discretion of the District.

3.15 JANITORIAL SERVICES

- A. Restrooms to be cleaned daily.
- B. All surfaces in restrooms to be disinfected and wiped down daily.
- C. Floors to be mopped with disinfectant daily.
- D. Paper products and soap to be stocked as needed.
- E. Walls to be wiped down and disinfected as needed
- F. Graffiti and vandalism to be reported to the District immediately.

3.16 TRASH/LITTER REMOVAL

- A. **Pleasant Valley Fields**-Trash/Litter removal shall occur on Friday, Saturday, Sunday and Monday, two hundred and eight (208) times per year prior to 9:30 am except on Tournament weekends when trash will be emptied on a as needed basis
- B. Contractor shall assure a complete and thorough removal of all trash, debris, and litter. Trash/Litter removal includes, but is not limited to, the removal of all visible trash from park areas and emptying park trash cans. Micro Litter detail (i.e. cigarette butts, bottle caps, bits of paper) should be performed once weekly (52) times per year on Fridays
- C. All trash/litter shall be removed and placed in the provided dumpsters on site at the District expense.

3.17 EMERGENCY CONTACT

- A. The Contractor shall respond to emergency or complaint calls regarding conditions in landscaped areas, fallen trees or branches, or shrubs or trees that obstruct the driveways and/or pathways, and shall correct the problem or place warning signs and advise the District of the need for major work to be performed at no extra charge. The Contractor will also provide assistance and support in time of large (i.e. earthquakes, floods, fires, etc. natural disasters to help with removal and clean-up at additional charges based on the unit prices.

3.18 ADDITIONAL SERVICES:

This work is to be completed in addition to the contract at the discretion of the District, on an as needed basis, based on The Supplemental Unit Cost Form.

- A. Trash Removal-Contractor shall assure a complete and thorough removal of all trash, debris and litter as identified in the Trash Removal standard all trash/litter shall be removed and placed in the provided dumpsters.
- B. Tractor with Operator- Contractor shall provide a tractor (45 to 85 horsepower) with shovel/forks or other attachments that has Turf Tires mounted on it for a per hour basis.
- C. Top Dressing- Contractor shall provide a per 1,000 square foot cost of 80% screened sand with a 20% organic matter applied at a 1/4 inch deep
- D. Stump Grinding- Contractor will provide a price to grind a stump (all sizes) to 5" below grade.
- E. Tree Removal- Contractor will provide a price for the removal and legal disposal of trees 6 inch-15-inch diameter at breast height (DBH), 16 inch-22-inch DBH and 23-inch DBH via mechanical or non-mechanical means. Trees shall be removed to a height of 3" above grade.
- F. Irrigation Labor- The provision of an individual to make irrigation repairs on a per hour basis.
- G. 1-person and 2-person Crew Rate- The provision of a 2 or 3-person crew to complete park tasks on a per hour basis which is inclusive of truck and equipment- basic hand tools.
- H. Power Washing- Contractor shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Contractor may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect.
- I. Core Aeration- Core aeration to a depth of 6" and then mat drag all cores throughout areas that have been aerated
- J. Mulch- Contractor will provide a per yard price with installation to install non-colored hardwood mulch at rate of 3" depth where specified.
- K. Hybrid Bermuda GN-1 Sod- Contractor will provide a price per 500 square feet of sod installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.
- L. Hybrid Bermuda GN-1 Sod- Contractor will provide a price per 500 square feet of sod installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.
- M. Pruning Vegetation and Trees-as identified in the Pruning section on a per hour basis which is inclusive of tools needed to conduct the task.
- N. Reel Mowing- use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per square foot per occurrence basis

- O. Rotary Mowing- use of at least a 48-inch walk and operator behind rotary mower with sharp blades on a per square foot per occurrence basis
- P. Edging/Line Trimming- use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis per year basis.
- Q. Decomposed Granite Maintenance- Adding decomposed granite areas per the identical standards and specifications on a per square foot per year basis
- R. Stock Vegetation- Contractor will provide a unit price installed and site preparation or the following vegetation. Price identified in the Unit Price Form is for the 2021 contract year. Prices for each subsequent contract year are due to the District no later New price each contract year due on February 15 of prevision contract year and must be approved by the District.

SPECIAL REQUIREMENTS

4.1 DEFICIENCIES:

Notices and penalties for non-performance are set forth as follows:

- A. Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by District.
- B. Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.
- C. District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment.
- D. Description of Deficiencies:
 - a. **Performance deficiency**: Examples include failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.

- b. **Failure to comply with minimum District-defined manpower requirements:** Deduction of \$100 per employee per workday.
- c. **Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative:** May result in a deduction of up to \$250 per instance per workday.
- d. **Failure to protect public health and/or correct safety concerns:** These include, but are not limited to, policing District property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to \$250 per occurrence.
- e. **Failure to comply with water restrictions imposed by the Water Authority:** May result in a deduction of up to \$250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.
- f. Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to \$250 per occurrence.

The Contractor's representative shall contact the District on a weekly basis for notification of any special maintenance item(s) requiring correction

4.2 FACILITY OUT OF USE

In the event any park area or District facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists and that the facility is out of use. In such an event, contract services may be suspended on a twenty-four (24) hour notice.

Contractor shall not be compensated for any park area or District facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or District facility is partially declared out of use, District and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

End of Park Maintenance Specifications

(continued)

SUBMISSION OF BID

Sealed Bids should be submitted by *December 4, 2020 at 10:00 am*

Pleasant Valley Recreation and Park District

Attn.: Bob Cerasuolo, Park Services Manager

1605 E. Burnley St. Camarillo CA 93010

Bids received after the above date and time will not be considered.

Note: Fax or emailed bids will not be accepted

EXHIBIT “B”

BID TABULATION & PROPOSAL FORMS

The monthly and annual compensation for the initial three years of the contract term will be the rates set forth below which shall not be increased. Should the District exercise its optional extensions, the parties will negotiate any compensation adjustments applicable during such extension term, which must be memorialized in an amendment to this Agreement.

Contractor shall furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with the Agreement at the following price:

BID TABULATION FORM

	<u>ITEM COST PER MONTH YEAR ONE</u>	<u>ITEM COST PER MONTH YEAR TWO</u>	<u>ITEM COST PER MONTH YEAR THREE</u>
Park/Facility Landscape Maintenance:			
Softball Field Set-up/ Drag, Water and Line (based on an average of 26 times a month from Feb-Nov):			
Janitorial 7 days a week (excluding Holidays that the contractor takes off):			
Annual TOTAL:			
	THREE (3) YEAR COMBINED GRAND TOTAL:		

SUPPLEMENTAL UNIT PRICE FORM

a.	Weekend Trash During Soccer Season and Tournaments	\$ _____/per day
b.	Drag, Water and Line softball fields months of Feb-Nov average 26+ - times per month	\$ _____/per day
c.	Janitorial 7 days	\$ _____/per day
d.	1 Man Crew Rate	\$ _____/hour
e.	2 Man Crew Rate	\$ _____/hour
f.	Tractor with Turf Tires and Operator	\$ _____/hour
g.	Tractor Mowing	\$ _____/acre
h.	Topdressing	\$ _____/per 1,000 sq. feet (1/4" thick)
i.	Stump Removal	\$ _____/stump (all sizes)
j.	Tree Removal	\$ _____/tree (6 inch-15-inch DBH)
k.	Tree Removal	\$ _____/tree (16 inch-22-inch DBH)
l.	Tree Removal	\$ _____/tree (23-inch DBH)
m.	Fertilization Turf areas	\$ _____/1000 sq ft
n.	Fertilization Shrub areas	\$ _____/1000 sq ft
o.	Ground Cover (planter beds)	\$ _____/1000 sq ft
p.	Herbicide pocket Gophers /Ground Squirrels	\$ _____/ sq ft
q.	Thatch Removal	\$ _____/ per acre
r.	Turf Renovation (site prep, seeding and top dressing	\$ _____/per acre
s.	Weed Control	\$ _____/per acre
t.	Weed Control	\$ _____/1000 sq ft
u.	Core Aeration pto driven /drag the cores	\$ _____/sq ft
v.	Solid Tine Aeration using 1/2 tine	\$ _____/sq ft
w.	Reel Mowing	\$ _____/sq ft
x.	Rotary Mowing	\$ _____/sq ft
y.	Turf Edging and Trimming	\$ _____/linear ft
z.	Irrigation Repair	\$ _____/hour
aa.	Irrigation- Furnish and Install 1" brass valve	\$ _____
bb.	Irrigation Valve 1 1/2 Brass	\$ _____
cc.	100' of Trench 18" deep	\$ _____
dd.	Hybrid Bermuda Sod (GN-1)	\$ _____/per 500 sq. feet
ee.	Fescue Sod	\$ _____/per 500 sq. feet
ff.	Pressure Washing	\$ _____/sq ft
gg.	Pruning Vegetation and Trees	\$ _____/hour

hh.	1 Gallon Plant	\$ _____ /each
ii.	5 Gallon Plant	\$ _____ /each
jj.	15 Gallon Plant	\$ _____ /each
kk.	Flat of Ground Cover	\$ _____ /each
ll.	Flat of Groundcover (Annuals)	\$ _____ /each
mm.	Flat of 4" Potted Annuals	\$ _____ /each
nn.	15 Gallon Tree – Standard Trunk	\$ _____ /each
oo.	15 Gallon Tree – Multi Trunk	\$ _____ /each
pp.	24 Gallon Standard Trunk	\$ _____ /each
qq.	Supervisor day to day operations	\$ _____ /hour
rr.	Maintenance Worker	\$ _____ /hour
ss.	Irrigation Specialist	\$ _____ /hour
tt.	Pesticide Operator	\$ _____ /hour
uu.	General Labor	\$ _____ /hour
vv.	Equipment Operator (mower, Tractor, Dump Truck etc.)	\$ _____ /hour

Company Name

Witness Name

Signed

Signature

Date: _____

City, State, Zip Code

BID PROPOSAL

Contractor shall provide all labor, materials, equipment, licensing, and supervision necessary for park maintenance at the standards, specifications and frequencies based in these bid documents. The contract term will be for a total of 36 months starting February 15, 2021 and extending until February 15, 2024, unless terminated for cause or extended per the terms of the contract. Bidders must complete all forms included in these bidding documents.

SUBMITTED TO:

Pleasant Valley Recreation and Park District
Attention: Bob Cerasuolo Park Services Manager
1605 E. Burnley St., Camarillo, California 93010

SUBMITTED BY:

(Legal Name of Company, Corporation or Joint Venture)

(Business Address and Telephone Number)

The undersigned, as bidder, declares that he has carefully examined the bid package in its entirety including addendums and exhibits, and has carefully examined the locations, conditions and classes of materials of the proposed work, and agrees that he will provide all necessary labor, machinery, licenses, tools, materials, supplies, apparatus, services, and other means of work, and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed herein and according to the accompanying bid schedule, which becomes part of this Bid.

Bidder binds himself, on acceptance of his bid, to execute a contract according to the prescribed forms, for performing the said work within the time stated, for the following sum. Please only fill out for the specific projects your firm is bidding:

	Monthly Cost	Yearly Cost (12 Months)	Contract Cost (36 months)
Park Maintenance (1yr) \$ _____	\$ _____	\$ _____	
Park Maintenance (2yr) \$ _____	\$ _____	\$ _____	
Park Maintenance (3yr) \$ _____	\$ _____	\$ _____	\$ _____

In the event of a conflict between unit price and item total, unit price will govern.

It is understood and agreed that, if awarded the contract(s), the proposed work shall be started February 15, 2021.

The undersigned certifies that the bid amounts contained in the Bid Proposal have been carefully checked and are submitted as correct and final, and these amounts will remain firm for **60 days** following submittal.

Acknowledge Receipt of Addenda below with the date received and initials in the blank provided:

Addendum No. 1 _____
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____
Addendum No. 5 _____
Addendum No. 6 _____

By: _____ (Witness)

Seal (If Bidder is a Corporation)

Signed

By: _____

Title: _____

Date: _____

By: _____

Secretary of Corporation

City, State, and Zip Code

Telephone Number

EXHIBIT “C”

LIST OF BIDDER’S QUALIFICATIONS (Required with Bid Submittal)

DATE SUBMITTED _____

All questions must be answered, and the data given must be clear and comprehensive. *This statement must be notarized.* If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information that is pertinent.

1. Name of Bidder _____

2. Permanent main office address _____

3. If a corporation, where incorporated _____

4. How many years have you been engaged in the park and landscape maintenance business? Under what firm or trade names and how long under each?

5. Are you licensed as a contractor in the State of California? Yes _____ No _____ If “Yes”, please provide contractor numbers?

6. Please provide the current number of employees that are classified as full time, part time, seasonal that work for the bidder and identify the number that have the primary function of administrative and production(field) work.

7. Describe the current type of work performed by your firm?

8. Please attach a detailed inventory of current maintenance equipment owned and/or equipment needed to be acquired in the event of award of contract.

9. Has your firm ever failed to complete any work awarded to you?

Yes, ___ No ___ If "Yes", where, and why

10. Has your firm ever defaulted on a contract?

Yes ___ No ___ If "Yes", where, and why

11. List 5 projects of similar size and scope that your firm is currently under contract or has been previously under contract involving landscape, park, or golf maintenance.

Firm Name	Contract Value	Contact Information
-----------	----------------	---------------------

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

12. Are any lawsuits pending against you or your firm currently?

Yes ___ No ___ If "Yes", PROVIDE DETAILS.

13. Have any charges been filed against you or your firm or the bidding entity with the California Office of Contract Compliance, the Equal Opportunity Commission, the State of California Civil Rights Commission, or any other similarly constituted entity charged by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes ___ No ___ If "Yes", PROVIDE DETAILS.

14. Provide bank reference _____

15. What are the limits of your firm's public liability? DETAIL.

16. What is your firm's bond limitations? _____

17. Please provide a detailed financial statement for your firm with the bid submittal.

18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the District in verification of the recitals composing this Statement of Bidder's Qualifications.

DATED AT _____, this ____ day of _____ 2020.

(Name of Bidder)

By: _____
(Signature)

Title: _____

STATE OF _____

COUNTY OF _____

Sworn/Subscribed to before me personally appeared _____ on this _____ day of _____ 20____.

LIST OF EQUIPMENT

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION. (NOTE ALL TURF MOWERS ARE TO REMAIN AT PLEASANT VALLEY FIELDS)

PROPOSER'S NAME

COMPANY NAME

BUSINESS ADDRESS

BUSINESS TELEPHONE NUMBER

BUSINESS E-MAIL ADDRESS

List equipment owned by the quoting firm or sub-contractors that is available for use on this contract. Provide type, make, and model year. Use additional sheets if necessary.

Date: _____

SIGNATURE OF CONTRACTOR

Name: _____

Title: _____

State Contractor's License #: _____

EXHIBIT "E"
STATEMENT OF TRANSITION PLAN

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

PROPOSER'S NAME

COMPANY NAME

BUSINESS ADDRESS

BUSINESS TELEPHONE NUMBER

BUSINESS EMAIL ADDRESS

Proposer shall describe in full their plan for the transition from the existing force and how they intend to operate that transition in a smooth, workmanlike manner. Attach more pages, as necessary.

SIGNATURE OF CONTRACTOR

DATE

NAME

TITLE

STATE CONTRACTOR'S LICENSE #

EXHIBIT “G”

**LABOR AND MATERIAL BOND
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, (“District”), has awarded to _____, as Contractor (“Principal”), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the District in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, or subcontractor fail to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney’s fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension

of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

_____ **PRINCIPAL**

_____ **SURETY**

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

EXHIBIT "H"



*Pleasant Valley Recreation & Park District
Park Safety and Maintenance Checklist*

PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

PARK NAME: _____ LOCATION: _____

S	M	T	W	TH	F	S

INSPECTOR: _____ DATE: _____

Item to be Checked <small>(Use the following page to record a brief description of the necessary repairs)</small>	OK	Deficiency Noted	Date Corrected
Turf Conditions			
1. Dry or hot spots / Wet spots			
2. Holes filled in / Gophers / Trash cleaned			
Walkways			
1. Even walking surface, clear of debris			
2. Raised concrete or asphalt			
Tree Condition			
1. Low hanging branches / dead limbs			
Pavilions			
1. Clean / free of graffiti			
2. Faucets, hose bibs, no leaks			
Sport Courts			
1. Clean and blown off			
Benches/Tables			
1. Clean and free of graffiti / no sharp edges			
2. Painted and free of splintering			
Drinking Fountains / BBQ's			
1. Clean and in working order / no sharp edges			
2. No rust spots, or holes			

Fencing			
1. Good Condition, no openings, sharp edges, top/bottom not protruding			
Contractor / Landscape: note items not taken care of			
OTHER CONCERNS: (List them on a back sheet of this paper)			
1. No Concerns			
2. Problem Fixed			
3. Potential Concerns			
4. Broken / Degraded			
5. Work Order Generated			
6. Requires Immediate Attention			

SAMPLE

Exhibit "I"

FINANCIAL INFORMATION:

PROPOSER

- 1) Name of Proposer _____
- 2) Address of Proposer _____

- 3) Proposer intends to operate the business with which this proposal is concerned as a Sole Proprietorship ; Partnership ; Corporation ; Joint Venture ; or _____ Explain:

Signature

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

1. Name in full _____
2. Address _____
3. Birth date _____ Place of Birth _____
4. Social Security No. _____
5. State Driver's License No: _____

Partnership Statement

If a Partnership, answer the following:

1. Date of organization _____

2. General Partnership
 Limited Partnership

3. Statement of Partnership recorded: Yes No

Date	Book	Page	County
------	------	------	--------

4. Certificate of limited Partnership recorded: Yes No

Date	Book	Page	County
------	------	------	--------

5. Has the partnership done business in Ventura County?

Yes No Explain: _____

6. Name, address, and partnership share of each general partner:

Name of Partner	Address	Share

7. Furnish the birth date, place of birth, Social Security No. and state driver's license number of each person shown above.
8. Attach a complete copy of Partnership Agreement.
9. Is the partnership now involved, or has it been involved, in any business enterprise whatsoever?

If so, give full details:

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? _____
2. Where incorporated? _____
3. Is the corporation authorized to do business in California?
Yes No If so, as of what date? _____
4. The corporation is held: Publicly Privately
5. If privately held, provide the following:

Name of Partner	Address	% of Stock Owned

6. If publicly held, how and where is the stock traded:

7. List the following:

	Authorized	Issued	Outstanding
Number of voting shares			
Number of non-voting shares			
Number of shareholders			

	Par	Book	Market
Value of share of Common Stock	\$	\$	\$

8. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and any person holding more than 10% of the outstanding stock.
9. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown under Item No. 5 above.
10. Is the corporation now involved, or has it ever been involved, in any business enterprise whatsoever? If so, attach full details.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of organization _____
2. Joint Venture Agreement or Statement recorded? Yes No
- | | | | |
|------|------|------|--------|
| | | | |
| Date | Book | Page | County |
3. Has the Joint Venturer done business in Ventura County?
 Yes No When? _____

4. Name and address of each Joint Venturer:

Name	Address

5. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown under Item No. 4 above.

6. Attach a complete copy of the Joint Venture Agreement.

7. Is the Joint Venturer now involved, or has it ever been involved, in any business enterprise whatsoever?

If so, give full details:

FINANCIAL DATA

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with acceptable accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. Be prepared to substantiate all information shown.

SURETY INFORMATION

Has any surety or bonding company ever been required to perform upon your default?

Yes No

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

PENDING LITIGATION

Provide detailed information regarding present or threatened litigation, liens, or claims involving any participant in the proposal. If there are none, state that there is no existing or threatened litigation, lien, or claims against any participant in the proposal.

EXHIBIT “J”

LISTING OF SUBCONTRACTORS (Required with Bid Submittal)

Subcontractor 1- Business Name:

Contact Name & Number:

Area of Specialty:

of Yrs. Contracted With:

Subcontractor 2-Business Name:

Contact Name & Number:

Area of Specialty:

of Yrs. Contracted With:

Subcontractor 3-Business Name:

Contact Name & Number:

Area of Specialty:

of Yrs. Contracted With:

Exhibit “K”

SAMPLE

PLEASANT VALLEY RECREATION AND PARK

DISTRICT CONTRACT SERVICES AGREEMENT FOR

LANDSCAPE MAINTENANCE SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of _____ 20__, by and between the Pleasant Valley Recreation and Park District, a municipal corporation ("District"), and _____ ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional, and satisfactory manner.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency having jurisdiction.

1.4 Licenses Permits Fees and Assessments. Contractor shall obtain at its sole cost

and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation, therefore.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes, and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars (\$ _____) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and

necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. . Except as provided in Section 7.2, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the period (s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall

Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability, and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The District's General Manager is hereby designated as the representative of the District authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner or means by which Contractor, its agents, or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint ventures or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate and no less than \$2,000,000 for products/completed operations aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of N/A insurance in an amount not less than \$ N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District.

All the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. All said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by District.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better

unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

a) **Indemnity for Professional Liability.** When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and the District's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

b) **Indemnity for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and

Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor

may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event, Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation

and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.6 Attorney' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest: District. No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest: Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District Clerk's office. Accordingly, should the District Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the District's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and

that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District Manager and to the attention of the Contract Officer, Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration: Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DISTRICT:
PLEASANT VALLEY RECREATION & PARK
DISTRICT,
a municipal corporation

By: _____
Board Chair

ATTEST:

District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, General Counsel

CONTRACTOR:
[insert company name here]
a [California corporation]

By: _____
Name: [insert name here]
Title: [insert title]

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]
[insert address]
[insert address]