Dear Prospective Bidder:

If you intend to submit a bid or proposal please provide the mandatory contact information requested prior to viewing or downloading the bid package.

The Rancho Simi Recreation and Park District will use the contact information provided to notify you of any addenda to these bid documents. Without the contact information, the Park District has no way of identifying who may have outdated or incomplete copies. It is the prospective bidder responsibility to ensure the most complete and current versions of the documents are obtained, including any addenda.
PROJECT MANUAL
AND SPECIFICATIONS

For

PALM TREE REMOVAL PROJECT
ALONG MEDEA CREEK
(In Oak Canyon Community Park)
Oak Park, CA.

Project: 62-2021-01
(21-003)

Medea Creek Wildlife Resiliency Grant
No. 3810-GF-2129

RANCHO SIMI RECREATION AND PARK DISTRICT
4201 Guardian Street
Simi Valley, California 93063
805-584-4418
FAX 805-526-7648

Bids must be submitted by

January 18, 2022
2:00 p.m.
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NOTICE INVITING BIDS
FOR
RANCHO SIMI RECREATION AND PARK DISTRICT
SIMI VALLEY, CALIFORNIA

NOTICE IS HEREBY GIVEN that on the 18th day of January 2022 at the hour of 2:00 p.m. at the Rancho Simi Recreation and Park District Office, 4201 Guardian Street, Simi Valley, California, the Rancho Simi Recreation and Park District will open bids for the following described public works project:

PALM TREE REMOVAL
Along Medea Creek
In Oak Canyon Community Park
Oak Park, CA.

Drawings, Project Manual (Specifications) and Contract Document Forms for the project are on file at the District Offices and are available for inspection. Each interested Contractor may obtain one copy of the Project Manual and Drawings for no charge. There will be an additional $15.00 non-refundable mailing charge for each copy mailed to bidders. Plans can also be accessed and downloaded at www.rsrpd.org/ebids.

A non-mandatory pre-bid conference to review the project will be held on Tuesday, January 4th, 2022 at 10:00 a.m. at Oak Canyon Community Park at the Cul-de-sac within the park. All contractors planning to attend the pre-bid conference are requested to contact the District at (805) 584-4418 twenty-four (24) hours in advance of the date and time set for the pre-bid conference for instructions.

No bid will be considered unless it is made on a proposal form furnished by the District. Each bid must be accompanied by cash, a certified cashier's check, or a bidder's bond and made payable to the Rancho Simi Recreation and Park District for an amount equal to at least ten (10) percent of the amount bid, such guarantee to be forfeited should the bidder to whom the contract is awarded fail to furnish good and sufficient bond for the faithful performance thereof and for the payment of labor and material costs in accordance with the requirements of the Contract Documents, and by the proposal requirements. In the event that surety bond is submitted in lieu of the foregoing, it shall be subject to the conditions that the surety and the form of the bond be approved by the District.

The District Manager of the Rancho Simi Recreation and Park District by and on behalf of the Board of Directors has obtained the general prevailing rate per diem wages, and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to execute the Contract from the Director of the Department of Industrial Relations of the State of California (www.dir.ca.gov), and the same is on file in the office of the District. It shall be mandatory upon the Contractor to whom the Contract is awarded to pay not less than the said specified prevailing rates of wages to all workers employed by them in the execution of the Agreement.

This public works project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Labor Code Section 1725.5, all bidders (contractors) submitting a bid proposal and/or sub-contractors listed in the bid documents must be registered with the Department of Industrial Relations at the time of the bid opening.

All bids and the bidder’s security shall be placed within a sealed cover, with the cover bearing the title of work and the name of bidder and shall be filed with the District on or before the time...
hereinbefore set forth for the opening of bids. Any bid received after said time shall be returned to the bidder unopened.

The Rancho Simi Recreation and Park District hereby notifies all bidders that it will affirmatively insure that in any Contract entered into pursuant to this advertisement, opportunity to submit bids in response to this invitation will not be discriminated against on the grounds of race, color, or sex, or national origin in consideration for an award.

At the time fixed for receiving bids, they will be publicly opened, examined, and declared. The bids will be calculated and the report of the results of the bidding and the calculation of the bids will be reported to the Board of Directors at the next regularly scheduled meeting at the District Offices of the Rancho Simi Recreation and Park District, Simi Valley, California. The District reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bonds or in the contract proposal. The District reserves the right to award bids up to a period of forty-five (45) days after the date of bid opening.

The awarded bidder/contractor for this project must possess a current and valid Landscaping (C-27) Contractors License issued by the State of California.

Every original Contractor awarded a Contract shall file a Payment and Performance Bond with the District in the form approved by the District.

Dated This 30th Day of November 2021.

______________________________________
Dan Paranick  
District Manager  
Rancho Simi Recreation and Park District
INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION: The Rancho Simi Recreation and Park District, will receive at the District offices at 4201 Guardian St., Simi Valley, California, sealed bids for: Palm Tree Removal along Medea Creek (In Oak Canyon Community Park) which job is particularly described in the Notice Inviting Bids and Drawings and Project Manual for said project.

2. PROPOSAL AND PROPOSAL FORMS: All bids must be submitted on blank forms supplied for this improvement by the offices of the Rancho Simi Recreation and Park District. All proposals must be signed by the Bidder, who must state his address. If the proposal is made by a firm or partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation the proposal must show the name of the State under whose laws the corporation was chartered and names, titles, and business addresses of the President, the Secretary, and the Treasurer.

All blank spaces for unit prices, extensions, and totals must be filled in. Signatures shall be completely and personally executed. If erasures are made, they must be initialed by the Bidder over this signature.

Bids shall not contain any recapitulation, inserted by the Bidder, of work to be done. Alternative proposals will not be considered unless specifically requested. No oral or telephone modifications will be considered.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, their address, and the name of the work for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

Proposals may be rejected if they show any alteration of form, additions not called for, conditional or alternative bids, incomplete bids or irregularities of any kind. The Rancho Simi Recreation and Park District reserves the right to reject any and all bids.

3. PROPOSAL GUARANTEE: Each bid shall be presented under sealed cover and be accompanied by a Cashier's Check or bond in favor of the Rancho Simi Recreation and Park District for an amount of at least ten (10%) percent of the amount of the bid as a guarantee that the Bidder will enter into a Contract with the Rancho Simi Recreation and Park District and no bid shall be considered unless such certified check or bond is enclosed.

4. RETURN OF PROPOSAL GUARANTEES: Upon execution of the Contract with the successful Bidder, the proposal guarantees of all Bidders will be returned by the Rancho Simi Recreation and Park District.

5. REJECTION OF BIDS: The Rancho Simi Recreation and Park District reserves the right to reject all bids, reject non-responsive bids and, in so far as permitted by law, to waive any informality in the bids.

6. SECURING DOCUMENTS: Drawings, Project Manual (Specifications) and Contract Document Forms for the project are on file at the District Offices and are available for inspection. Each interested Contractor may obtain one copy of the Project Manual and
Drawings for no charge. Additional copies thereof may be obtained upon payment of $15.00 per set (non-refundable). There will be an additional $15.00 non-refundable mailing charge for each copy mailed to bidders. Plans can also be accessed and downloaded at www.rsrpd.org/ebids.

7. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS: If any person contemplating a bid for the proposed contract is in doubt as to the true meaning of any requirements of drawings or specifications or finds any discrepancies in or omissions from the drawings or specifications, he may submit to the Rancho Simi Recreation and Park District a written request for an interpretation or correction thereof. The person making the request will be responsible for its prompt delivery. Interpretation or corrections will be made by addenda to specification or by dated revisions of drawings with a copy of each addition or change being furnished, through the Rancho Simi Recreation and Park District, to each prospective Bidder. Questions concerning the contract form, bonding requirements or similar documents shall be directed to the Rancho Simi Recreation and Park District. Any oral communication, including telephone communication with District staff shall not be binding on the District without written confirmation of such communication.

All questions and inquiries for this project should be faxed to the Park District at (805) 526-7648, to the attention of Jonathan Schwartz, Landscape Designer. Inquires received after 5:00 pm, Friday, January 14th, 2022 will be answered at the discretion of the Park District.

8. EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS, AND OTHER CONTRACT DOCUMENTS: Each Bidder shall carefully examine the drawings, read the specifications and the forms of all other Contract Documents, and shall visit the site of the proposed work to full inform himself as to all existing conditions and limitations that may affect the execution and cost of work under Contract, and he shall include in the prices bid, the cost of all incidentals and appurtenances. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other Contract Document, or failure to visit and acquaint himself with conditions at the construction site shall in no respect relieve him from any obligation imposed by his bid or by the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with all instruction contained herein.

9. WITHDRAWAL OF BIDS: Any Bidder may withdraw his bid, without obligation - either personally or by telegraphic or written request - at any time prior to the scheduled closing time for receipt of bids.

10. TELEGRAPHIC MODIFICATION OF BIDS: Any Bidder may modify his bid by telegraphic communication any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the District prior to said closing time and further provided that the District receive a full, written confirmation of the telegraphic communication, such confirmation having been mailed prior to said closing time. Any telegraphic modification so received will be read aloud at the time and place fixed for opening and reading of bids.

11. OPENING OF BIDS: Bids will be opened and publicly read aloud at the time and place designated in the Notice Inviting Bids.

12. BONDS: The form of bonds which the successful bidder will be required to furnish at the time of the execution of the Agreement is included in the Contract Documents and should be carefully examined by the Bidder.
13. **AWARD OF CONTRACT:** The Contract will be awarded to the lowest responsible Bidder complying with these instructions and with the Notice Inviting Bids. The District, however, reserves the right to reject all bids, reject non-responsive bids and, so far as permitted by law, to waive any informality in the bids. If an award is made, the Contract shall be awarded within forty-five (45) calendar days after the opening of the bids.

The District will award this Contract under the following provisions.

A. The method for calculating the lowest bid will be as follows:

   The lowest ‘Base Bid’ proposal price conforming to the plans and specifications for the project.

B. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the District from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

C. Within ten (10) days of the mailing by the District of the notification of award of Contract, the Contractor shall provide all bonds required and execute the formal Contract in proper form.

D. Within fifteen (15) days from the mailing by the District of notification to commence work, the Contractor shall commence work and shall complete the same within the allotted time and in accordance with the Contract Documents.

14. **ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any Contract to be entered into in accordance with Notice Inviting Bids and these instructions or any part thereof, or of funds to be received thereunder, will be recognized by the awarding authority and the surety unless each has had notice of such assignment in writing and has consented thereto in writing. This shall not be deemed to apply to an assignment by way of security.

15. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work, unless alternate bids are specifically requested. A person, firm or corporation that has submitted a sub-proposal to a bidder or that has quoted prices of materials to a bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

16. **NON-COLLUSION AFFIDAVITS:** The District reserves the right that before any award of the contract is made, it may require any bidder to whom it may make an award of the principal contract to execute a Non-Collusion Affidavit in the form attached to these Instruction to Bidders. The District also reserves the right to require that the Principal Contractor shall, before awarding any subcontract, obtain from the proposed subcontractor Non-Collusion Affidavit in the form also attached to these Instructions to Bidders.

17. **LIST OF SUBCONTRACTORS FILED WITH BID:** In accordance with the provisions of Section 4102, of the Government Code of the State of California, each bidder must submit with his bid the name and location of place of business of each proposed subcontractor who will perform work or labor or render service to the principal Contractor in or about the
construction of the work covered by the Agreement, in an amount in excess of one-half of one percent of the principal Contractor's bid and shall state the portion of the work which will be done by each subcontractor.

18. **REGISTRATION OF CONTRACTORS:** Before submitting bids, the bidder must possess a valid license as a Contractor in the State of California where the work is to be done and that his license covers the type of work for which this proposal is made in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code for the State of California.

19. **APPROXIMATE ESTIMATE:** The quantities given in the proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the District does not, expressly or by implication agree that the actual amount of work performed or materials furnished will correspond therewith. The Contractor agrees that the District will not be held responsible if any of said quantities shall be found incorrect; and said Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If error, omission, or misstatement shall be discovered in said estimated quantities, the sum shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or part of the work herein specified in accordance with specifications and the drawings herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensate otherwise than as provided for in this Contract.

20. **REQUIREMENTS FOR INSURANCE CERTIFICATES AND POLICIES:** The insurance policy insurance policy and certificate of insurance must name the Rancho Simi Recreation and Park District, its Board of Directors, officers, and employees as additional insured for the particular operations of the insured which affect the Rancho Simi Recreation and Park District. Endorsements to the policy shall be required and shall contain the following clauses:

   A. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured should be entitled under this policy if not named as such additional insured; and

   B. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof; and

   C. The additional insured named herein shall not by reason of being so named be considered a member or any mutual insurance company for any purpose whatsoever; and

   D. The provision of the policy will not be changed, suspended, canceled, or otherwise terminated as to the interest of such additional insured named herein without first giving such additional insured forty-five (45) days written notice.

   E. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.
21. EXAMINATION OF BIDS: Contractor's representatives nor the general public will not be permitted to review or examine bid forms or documentation at the bid opening. Copies of all bids received will be publicly displayed for contractor's representatives and the general public's examination on Wednesday, January 19th, 2022, at 10:00 a.m. at the Park District Offices, 4201 Guardian St., Simi Valley, California until such time as an award of contract has been determined.

In accordance with the Fair Trade and Privacy Act, the bid executor's name, title or any other personal identifiable feature except for the corporation or firm submitting the bid will be obliterated beyond recognition. Grievance forms will be provided for any person(s) wishing to contest any or all of the bids presented. If no bonafide grievance is determined by the Rancho Simi Recreation and Park District's Board of Directors, the award of contract will be made in accordance with Item 13, on Page 00111-2 titled "Award of Contract".

END OF DOCUMENT
PROPOSAL

PROJECT: Palm Tree Removal Along Medea Creek

PROJECT NO: 62-2021-01 (Grant No. 3810-GF-2129)

PROJECT LOCATION: Oak Canyon Community Park

BIDDER: ____________________________________________________________

BID OPENING DATE: Tuesday, January 18th, 2022

TIME: 2:00 pm

TO THE BOARD OF DIRECTORS
RANCHO SIMI RECREATION AND PARK DISTRICT
4201 Guardian St.
Simi Valley, CA. 93063

Directors:

In accordance with the advertised "Notice Inviting Bids" requesting sealed bids for providing all labor, materials, equipment, and services necessary for:

Palm Tree Removal
Along Medea Creek
In Oak Canyon Community Park

and after having carefully examined the location of the proposed work, Drawings and Project Manual (specifications) for the same and read the accompanying proposal, I agree to enter into a Contract to provide all labor, materials, equipment and services necessary to carry the above-mentioned work to completion under the supervision of the Rancho Simi Recreation and Park District (District).

In submitting this proposal, I agree:

1. To hold my Bid open for a period of forty-five (45) days following the date of opening of Bids.

2. Within ten (10) calendar days, to enter into and execute the Agreement, if awarded on the basis of this Proposal, and to furnish Payment and Performance Bonds, if requested and directed by District.

3. Within fifteen (15) days from the mailing by the District of notification to commence work, the contractor shall commence work and complete the same within the allotted time and in accordance with the contract documents.

4. To accomplish the entire work within Twenty-One (21) consecutive calendar days from and after executing the Agreement.
BASE BID:

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services, and transportation necessary to complete all the work in conformance with the drawings, Project Manual, including specifications, and addenda, and other Contract Documents, for the following sum:

The lump sum of_____________________________________________________Dollars

($)____________________

ALTERNATE BID LOCATION 1:

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services, and transportation necessary to complete all the work in conformance with the drawings, Project Manual, including specifications, and addenda, and other Contract Documents, for the following sum:

The lump sum of_____________________________________________________Dollars

($)____________________

ALTERNATE BID LOCATION 2:

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services, and transportation necessary to complete all the work in conformance with the drawings, Project Manual, including specifications, and addenda, and other Contract Documents, for the following sum:

The lump sum of_____________________________________________________Dollars

($)____________________

UNIT PRICES

All bidders are required by the District to submit itemized unit prices for the Base Bid and or Additive Bid Alternates at the time of the bid opening. This format including all itemized unit prices may be used as a basis for Contractor’s payments.

The District hereby notifies the bidders that the quantities shown are only estimations used by the District to determine the lowest responsible bidder. The District advises bidders to make their own quantity calculations for bid purposes and adjust the quantities as required. For items not specifically mentioned in this unit price sheet, the bidder shall incorporate those costs into the closest resembling item(s).

All unit prices shall include all labor, material, taxes and incidentals necessary to complete the item.
BASE BID UNIT PRICES:

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<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<td>JOB</td>
<td>L.S.</td>
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<td>Complete Scope-of-Work</td>
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BASE BID CONSTRUCTION TOTAL: $__________.________
(This amount to equal base bid on Page 00401-2)

AWARD OR REJECTION OF BIDS

The Contract will be awarded to the lowest responsible Bidder complying with these instructions and with the Notice Inviting Bids. The District, however, reserves the right to reject all bids, reject non-responsive bids and, so far as permitted by law, to waive any informality in the bids. If an award is made, the Contract shall be awarded within forty-five (45) calendar days after the opening of the bids.

The District will award this Contract under the following provisions.

A. The method for calculating the lowest bid will be as follows:

   The lowest ‘Base Bid’ proposal price conforming to the plans and specifications for the project.

B. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the District from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

C. Within ten (10) days of the mailing by the District of the notification of award of Contract, the Contractor shall provide all bonds required and execute the formal Contract in proper form.

D. Within fifteen (15) days from the mailing by the District of notification to commence work, the Contractor shall commence work and shall complete the same within the allotted time and in accordance with the Contract Documents.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid license as a Contractor in the State of California where the work is to be done and that his license covers the type of work for
which this proposal is made in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code for the State of California.

INSURANCE

The undersigned agrees to furnish certificate of public liability insurance, workmen's compensation, and such other insurance as will protect him, and District from claims for damages and from personal injury, including death, which may arise from operation under this Contract, whether such operation by himself or by any Subcontractor or anyone directly or indirectly employed by him or either of them; and the certificates of such insurance will be filed at the time of execution of the Contract, and such coverage shall be in the amounts specified herein.

The Contractor at his own expense shall carry public liability insurance which shall not be less than $2,000,000 combined single limit (per occurrence with no aggregate limit) as to bodily injury and property damage. The General Public Liability Insurance shall cover the General Contract and all Subcontractors to the work. The insurance certificate shall include a statement to the effect that the District shall be notified forty-five (45) days prior to cancellation or expiration of policy. Workmen's Compensation coverage as required and described by the State of California.

BONDS

The undersigned agrees to furnish the District with satisfactory labor and material bond in an amount equal to 100% of the Contract price, and a faithful performance bond in an amount equal to 100% of the Contract price, said bonds shall be secured from surety company or surety companies, satisfactory to the District.

The Payment Bond (Labor and Materials) shall be for not less than 100% of the Contract price, to satisfy claims of material suppliers and/or mechanics and laborers employed by the Contractor performing work. The bond shall be maintained by the Contractor and remain in full force until the work is accepted by the District and/or otherwise stated.

The Faithful Performance Bond shall be for 100% the Contract price, to guarantee faithful performance of all prescribed work within the time allotted, in a manner acceptable to the District.

Concurrent with executing a Contract with the District, the Contractor shall file with the District Surety Bonds in the amounts noted above. The bonds shall be duly executed by a responsible Corporate Surety, authorized to issue such bonds in the State of California and secured through the offices of an authorized agent with an office in California. The Contractor shall pay for all bond premiums, costs and incidentals.
Each bond shall be signed by both the Contractor and Surety, and the signature of the authorized agent of Surety shall be notarized.

Changes in the work or extensions of time, made after the contract, shall in no way release the Contractor or Surety from their obligations. Notices of such changes or extension shall be waived by the Surety.

PERMITS AND FEES

The Park District will provide the contractor with the initially required building permit, grading permit, and encroachment permit for the project if required. The contractor will be responsible for subsequent permit fees (including plan check fees) from the appropriate public authority(ies) for acts created by the contractor. These include but are not limited to contractor's modifications, substitutions and/or corrective modifications required during the course of the work from contractor's oversight or negligence. The contractor will not be responsible for subsequent plan check and permit fees for modifications requested by the District, District's Consultants, and plan clarification(s) for oversights by the District's Consultants.

The Contractor will also be required to obtain and pay for an “Encroachment Permit” for the transportation of materials and debris on city streets from the City of Simi Valley Department of Public Works. All incidentals (haul route plans, insurance certificates, securities, etc.) necessary to obtain the permits shall be provided by the contractor as part of the projects base bid proposal. A copy of the “Encroachment Permit” must be provided to the Park District prior to transportation of materials to and from the project site.

The contractor shall obtain and pay for other permits relating to City and county agencies, including business tax, haul and dump permits as required.

The contractor will arrange and pay for all meter and connection permits and/or any cost or fees for utilities, including water, sewer, electrical, telephone, storm drain, etc., for this project.

PREVAILING WAGE RATES

The District Manager of the Rancho simi Recreation and Park District by and on behalf of the Board of Directors has obtained the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workmen needed to execute the Contract from the Director of the Department of Industrial Relations of the State of California, and the same is on file in the office of the District. It shall be mandatory upon the Contractor to whom the Contract is awarded to pay not less than the said specified prevailing rates of wages to all workers employed by him in the execution of the Agreement.
CONTRACTOR is aware of and agrees to abide by the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR.

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

Under Labor Code Section 1771.7, a contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (California Labor Code Section 1771.1)

The District reserves the right to reject any bids and not award a contract to any bidder if the bidder does not submit proof to the District that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5.

Pursuant to California Labor Code Section 1771.4, the contractor and its subcontractor(s) shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(1) At least monthly or more frequently if specified in the contract with the awarding body.

(2) In a format prescribed by the Labor Commissioner.

DIR MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of
Industrial Relations (California Labor Code Section 1771.4).

**JOB SITE NOTICES**

The contractor shall post job site notices, as prescribed by regulation (California Labor Code Section 1771.4).

**VISITING THE SITE**

The undersigned has thoroughly examined the drawings, Project Manual including specifications, addenda (if any) and other Contract Documents, has visited the site, and is thoroughly familiar with the contents and all of the conditions thereof.

**DESIGNATION OF SUBCONTRACTORS:** See Subcontractors List Document 00430-1.

**ADDENDA**

This bid includes ADDENDUM NO: _______ Dated: _________________________

_______  _________________________

_______  _________________________

_______  _________________________

_______  _________________________

**ASSIGNMENT**

This Contract shall not be assigned by the Contractor.

**TIMELINESS OF PERFORMANCE**

Time is hereby expressly made and declared to be of the essence of this Contract and of each and every part thereof, and no act of forbearance by the District or extension by it of the time for the performance of any of the terms of this contract, and no delay or failure on the part of the District in the exercise of any of its rights hereunder shall in any way constitute or operate as a waiver of or excuse for any future default on the part of the Contractor, or as a waiver, release or relinquishment of any of the right or powers herein conferred upon the District.

**AFFIDAVIT**

---

Bid Proposal  
00401 - 7  
BIDDER’S INITIALS____
The Contractor for himself and for his successors, executors, administrators, and assigns hereby agree to the full performance of the covenants herein contained.

The undersigned states that this is a genuine proposal and neither collusion nor made in the interest of any other person and has not included anyone to submit a sham bid or refrain from bidding.

NAME OF BIDDER____________________________________

BY____________________________________

TITLE____________________________________

ADDRESS____________________________________

____________________________________

PHONE NO.____________________________________

CONTRACTOR’S LICENSE NO.______________ EXP. DATE______________

PRIMARY CLASS____________________________________

SECONDARY CLASS____________________________________

Department of Industrial Relations (D.I.R.) Registration No.____________________________________

(Note: If bidder is a corporation, proposal must be signed by an authorized officer of the corporation and corporation seal affixed. Proposal must be accompanied by a document evidencing such officer is authorized to sign).

Check one: ( ) Owner

( ) Partnership

( ) Company

( ) Corporation

( ) Other

END OF DOCUMENT
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned __________________________ as Principal, and __________________________ as Surety, are hereby held and firmly bound unto the Rancho Simi Recreation and Park District, hereinafter called the District, in the penal sum of __________________________ Dollar s ($__________), for the payment of which sum, in lawful money of the United States, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION of the above obligation is such that whereas the Principal has submitted to the District, the accompanying bid dated ________________, 2022, attached hereto for the WORK of the Project entitled: Palm Tree Removal Along Medea Creek in strict accordance with the specifications and drawings on file at the office of the Rancho Simi Recreation and Park District

NOW THEREFORE: If the above burden Principal shall not withdraw said bid within forty-five (45) days after the opening of the same, and, if the Principal is given Notice of Intent to Award Contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the District in accordance with the Bid as accepted and, when required, give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or

In the event of the withdrawal of said bid within the period specified or the failure specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

THE SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the Bid Documents accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the Bid Documents.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of ________________, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) Principal
By: __________________________
Title: __________________________

(Corporate Seal) Surety
By: __________________________
Title: __________________________

END OF DOCUMENT

Bid Bond
00411-1
BID GUARANTEE

(NOTE: The following statement shall be used if other than a bid surety bond accompanies bid).

Accompanying this proposal is a *money order, *certified check, *cashier’s check, payable to the order of the Rancho Simi Recreation and Park District in the amount of:

______________________________ Dollars ($____________________)

which is ten (10%) percent of the total amount of bid. The proceeds of this check shall become the property of said Rancho Simi Recreation and Park District if the undersigned fails to execute a Contract and furnish the required bonds within the stipulated time. Otherwise, the check shall be returned to the undersigned.

(*Circle the applicable word.)

Signature:_______________________

Title:__________________________

Company:_______________________

Date:___________________________

END OF DOCUMENT
SUBCONTRACTORS LIST

TO: RANCHO SIMI RECREATION AND PARK DISTRICT
hereinafter called "District"

BY: ______________________________________
hereinafter called "Bidder"

PROJECT: In accordance with Article 17 of Instructions to Bidders, pursuant to bidding for the Work titled:

Palm Tree Removal
Along Medea Creek
(In Oak Canyon Community Park)

for portions of the Work equaling or exceeding 1/2 of 1 percent of the total proposed Contract Sum the undersigned proposes to use the following sub-contractors. Except as otherwise approved by the District, the undersigned proposes to perform all other portions of the Work with his own forces.

The prime contractor must also list sub-contractors working for sub-contractors for this project providing that they are performing Work equal to 1/2 of 1 percent of the total proposed Contract Sum.

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<th>NO.</th>
<th>PORTIONS OF THE WORK</th>
<th>SUBCONTRACTOR NAME, ADDRESS &amp; PHONE NO.</th>
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(PLEASE DUPLICATE AND ATTACH ADDITIONAL PAGES AS REQUIRED)

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS.

Provide signature identical to that shown on the Bid Form:

BIDDER: _________________________ DATE: ________________

END OF DOCUMENT
THIS AGREEMENT “Agreement” is made and entered into this _____ day of _________________, 2022, by and between the RANCHO SIMI RECREATION AND PARKS DISTRICT, a public body corporate and politic, located in the County of Ventura, State of California hereinafter called DISTRICT, and name and address of contractor, hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

A. DISTRICT, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before ____________, 2022, for the following:

Palm Tree Removal Project
Along Medea Creek

in the City of Oak Park, California, hereinafter called PROJECT.

B. On Date, 2022, at time P.M., in the DISTRICT offices, these bids were opened.

C. At its regular meeting held on ______ date____, 2022, the DISTRICT’S Board of Directors accepted the bid of CONTRACTOR for the PROJECT as being the lowest responsive and responsible bid received, and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements in this AGREEMENT, said parties agree as follows:

ARTICLE I

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR’s Proposal, all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. The CONTRACT DOCUMENTS shall also include the Standard Specification for Public Works Construction (“Green Book”) currently in effect on the execution date of this Contract. In the case of a conflict between any of the other CONTRACT DOCUMENTS and this Agreement, the order of precedence in the Green Book shall control.
All of the rights and obligations of the DISTRICT and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The documents comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made a part hereof as though they were fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements be made and performed by DISTRICT, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of Dollar Amount (______________), based upon those certain unit prices set forth in CONTRACTOR’s Bid Schedule, a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain five percent (5%) of said contract price until said time as the provisions of Article XIII herein have been met.

ARTICLE IV

DISTRICT hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amount set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney’s fees, incurred by the DISTRICT in connection therewith.
ARTICLE V

CONTRACTOR shall commence work within fifteen (15) calendar days from the DISTRICT Notice to Proceed and shall complete work on the PROJECT within twenty-one (21) consecutive calendar days after commencement.

ARTICLE VI

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, et seq.), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the DISTRICT for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse DISTRICT for the cost of all such sanctions imposed, together with any and all costs, including attorney’s fees, incurred by the DISTRICT in connection therewith.

ARTICLE VII

CONTRACTOR is aware of and agrees to abide by all applicable law and the provisions of California Labor Code, including Sections 1720-1781, pertaining to the obligation to pay prevailing wages with respect to the performance of work. Copies of the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for each craft are available upon request from the DISTRICT. A copy of the prevailing rate of per diem wages shall be posted at the job site. If such posting is not possible, a copy shall be posted at the business of the CONTRACTOR. (Labor Code §1773.2.)

CONTRACTOR is aware of and agrees to abide by Labor Code sections 1775 and 1813, pertaining to statutory penalties for failure to comply with payment of prevailing wages. (Labor Code §§ 1775(a)(2)(E), 1810-1815.)

CONTRACTOR is aware of and agrees to abide by Labor Code section 1776, pertaining to the retention and inspection of payroll records. (Labor Code §1776(i).)

CONTRACTOR is aware of and agrees to abide by Section 1777.5 of the California Labor Code with respect to the employment of properly-registered apprentices on public works. The parties agree that the foregoing satisfies the requirement in Section 1777.5(n) that the awarding body include contract stipulations to satisfy the provisions of that Section.
Furthermore, if federal funds are used to pay for the work, CONTRACTOR and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

Contractor and Subcontractor Registration

Under Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (California Labor Code § 1771.1.)

The DISTRICT reserves the right to reject any bids and not award a contract to any bidder if the bidder does not submit proof to the DISTRICT that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5.

Pursuant to California Labor Code Section 1771.4, the CONTRACTOR and its subcontractor(s) shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

1. At least monthly or more frequently if specified in the contract with the awarding body.

2. In a format prescribed by the Labor Commissioner.

DIR Monitoring and Enforcement

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

Job Site Notices

The CONTRACTOR shall post job site notices, as prescribed by regulation (California Labor Code Section 1771.4).

ARTICLE VIII

A. CONTRACTOR shall, without disturbing the condition, notify DISTRICT in writing as soon as CONTRACTOR, or any of CONTRACTOR’s subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

B. Pending a determination by DISTRICT of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

C. DISTRICT shall promptly investigate the reported conditions. If DISTRICT, through its General Manager, or his or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR’s cost of, or time required for, performance of any part of the work, then DISTRICT shall issue a change order.

D. In the event of a dispute between DISTRICT and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR’s cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX

To the greatest extent allowed by law, CONTRACTOR shall assume the defense of and indemnify and hold-harmless the DISTRICT, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR’s work, and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, except for and excluding any claims, loss, damage, injury or liability arising from the sole negligence, willful misconduct, or active negligence of the DISTRICT.

(a) That DISTRICT does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by DISTRICT or the deposit with DISTRICT by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

(b) That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
The provisions of this section will survive the expiration or earlier termination of this AGREEMENT.

ARTICLE X

CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the faithful performance of this contract. Additionally, CONTRACTOR, before commencing said PROJECT, shall furnish and file with DISTRICT in a form satisfactory to the DISTRICT a bond in the sum of one hundred percent (100%) of the contract price thereof conditioned upon the payment of all labor and all materials furnished in connection with this contract.

ARTICLE XI

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by DISTRICT as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this contract, Worker’s Compensation Insurance for all of CONTRACTOR’s employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Workers’ Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify DISTRICT for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

(b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect DISTRICT, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR’s or any subcontractor’s operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:
(1) **Public Liability Insurance** in an amount of not less than DOLLAR AMOUNT with no aggregate, unless the carrier provides verification that there are no claims outstanding which would reduce the total coverage to less than DOLLAR AMOUNT ($DOLLAR AMOUNT), in which case the aggregate may be DOLLAR AMOUNT ($                );

(2) **Comprehensive Automobile Liability Insurance** in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence;

(3) **Contractual General Liability Insurance** in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence.

(c) **PROOF OF INSURANCE** - The insurance required by this AGREEMENT shall be with insurers which are Best Rated, and California Admitted or better. The DISTRICT shall be named as “additional insured” on all policies required hereunder, and CONTRACTOR shall furnish DISTRICT, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required and with an endorsement extending such coverage to the DISTRICT, as well as with adequate legal assurance that each carrier will give DISTRICT at least forty-five (45) days’ prior notice of the cancellation of any policy during the effective period of the contract.

(d) **NOTICE TO COMMENCE WORK** - The DISTRICT will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contract until CONTRACTOR has provided to the DISTRICT the proof of insurance as required by subparagraph (c) of this article.

**ARTICLE XII**

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the DISTRICT in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the DISTRICT in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of FIVE HUNDRED DOLLARS ($500.00) shall be presumed to be the amount of damages suffered by the DISTRICT for each day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of FIVE HUNDRED DOLLARS ($500.00) as liquidated damages for each day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Such sum is liquidated damages and shall not be construed as a penalty and may be withheld from any payments due CONTRACTOR by DISTRICT.

**ARTICLE XIII**

00600-7
Upon completion of PROJECT and acceptance of same by the DISTRICT Board of Directors, the DISTRICT’s General Manager shall have cause to be recorded a Notice of Completion with the office of the Ventura County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the District Manager of DISTRICT, or his or her designee, shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics’ liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XIV

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the DISTRICT thereto.

ARTICLE XV

The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to DISTRICT.

ARTICLE XVI

In entering into this AGREEMENT or a contract with a subcontractor to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR and any subcontractor will be deemed to have offered and agreed to assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the PROJECT. This assignment will be deemed made and will become effective at the time DISTRICT tenders final payment to CONTRACTOR, without further acknowledgement by the parties.

ARTICLE XVII

A. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this AGREEMENT and to bind it to the performance of its obligations.

B. This AGREEMENT is binding upon the heirs, executors, administrators, successors and permitted assigns of the parties.

C. This AGREEMENT is the entire, complete, final and exclusive expression of the parties with respect to the work to be performed under this AGREEMENT and supersedes all other agreements or understandings, whether oral or written, between CONTRACTOR and DISTRICT prior to the execution of this AGREEMENT.

D. No amendment to or modification of this AGREEMENT will be valid unless made in writing and approved by CONTRACTOR and by DISTRICT board, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
E. This AGREEMENT may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this AGREEMENT will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

F. Waiver by any party of any term, condition, or covenant of this AGREEMENT will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by DISTRICT of any work performed by CONTRACTOR will not constitute a waiver of any of the provisions of this AGREEMENT.

G. This AGREEMENT will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this AGREEMENT with legal counsel. The AGREEMENT will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

H. If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT will not be affected and the AGREEMENT will be read and construed without the invalid, void or unenforceable provision.

I. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Los Angeles.

SIGNATURES ON FOLLOWING PAGE 10
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the ______ day of ____________________, 2022, by their respective officers duly authorized in that behalf.

ATTEST:

_______________________________ by___________________________________
Theresa Pennington, Deputy District Clerk       Dan Paranick, District Manager

APPROVED AS TO FORM:

_______________________________ by___________________________________
Brian A. Pierik, District Counsel       President

_______________________________ by___________________________________
       Secretary
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS, the Rancho Simi Recreation and Park District, County of Ventura, State of California, has awarded to ___________________________ herein designated as the Principal, a Contract for the construction of “Palm Tree Removal along Medea Creek (In Oak Canyon Community Park)” and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract,

NOW THEREFORE, WE _____________________________

as Principal and _____________________________

as Surety, are held and firmly bound unto the Rancho Simi Recreation and Park District, hereinafter called the District, in the penal sum of:

Dollars ($ _______________)

lawful money of the United States of America for payment of which sum will and truly to be made we bind ourselves, our heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if the above-bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall all things stand to and abide by and well and truly keep and perform, the covenants, conditions and agreements of the Work as defined in the said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according of their true intent and meaning, and throughout the life of any guarantee required thereafter, and shall indemnify and hold harmless the District, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, or the Contract Documents accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the Contract Documents.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of ____________, 2022.

Performance Bond

00612-1
The name and corporate seal of each corporate party hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal) Principal
By: ____________________________
Title: __________________________

(Corporate Seal) Surety
By: ____________________________
Title: __________________________

END OF DOCUMENT
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS, the Rancho Simi Recreation and Park District, County of Ventura, State of California, herein referred to as the District, has given _______________________________, herein referred to as the Principal, a Notice of Intent to Award Contract for the Work as follows:

Palm Tree Removal
Along Medea Creek
(In Oak canyon Community Park)

WHEREAS, said Principal is required by Division 3, Part 4, Title 15, Chapter 7 (commencing at Section 3247), of the California Civil Code to furnish a bond in connection with said Contract;

NOW THEREFORE, WE, the Principal _______________________________, as Principal and _______________________________, as Surety, are held and firmly bound unto the Rancho Simi Recreation and Park District, hereinafter called the District, in the penal sum of:

______________________________ Dollars ($________________)

lawful money of the United States of America for payment of which sum will and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that, if the hereby bound Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part 4, Title 15, Chapter 7 (commencing at Section
This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3181 of the California Civil Code, as to give right of action to them of their assigns in any suit brought upon this bond.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the Contract Documents.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above on the _____ day of__________, 2022.

The name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal) Principal (Corporate Seal) Surety
By:________________________________ By:________________________________
Title:_____________________________ Title:_____________________________

END OF DOCUMENT
CERTIFICATE OF INSURANCE

NOTICE AND INSTRUCTIONS TO CONTRACTOR:

Certificate(s) of Insurance furnished to the District must be in accordance with these provisions:

1. Limits of policy must be in the amounts specified by the District (see Document 00650-2 and Supplementary Conditions Document 00800-5, Item 1.11).

2. All certificates must name the Rancho Simi Recreation and Park District as "additional insured" to the maximum limits of the policies and must be accompanied with a Certificate of Endorsement for verifying the additional insured provision. (See sample document, page 00650-3.)

3. The additional insured provision must contain the following language:

   Rancho Simi Recreation and Park District,________ its/their officers, directors, employees, or agents (while acting within the scope of their duties) are hereby named as additional insureds whenever named insured is lessee or permittee of the Rancho Simi Recreation and Park District or when conducting an operation on property owned or controlled by said District or when performing work for said District or whenever by written or oral agreement, said District is to be named insured in the policy(s) certified herein. In all instances, the policy(s) certified shall be primary coverage.

4. Forty-five (45) days prior notice of cancellation to certificate holder has been endorsed to policy(s).

5. (If Required) The awarded contractor shall provide the City of Simi Valley, and Ventura County Watershed Protection District with a Certificate of Insurance in conformance with their policy and procedures for all work performed within their property and/or public right-of-way. This certificate is in addition to the Park District's Certificate of Insurance and neither certificate is interchangeable between public agencies. Both Certificates of Insurance must be issued / posted prior to the start of construction.

END OF DOCUMENT

Certificate of Insurance Form
00650-1
CERTIFICATE OF INSURANCE

Issue Date (MM/DD/YY)
XX/XX/XX

Producer
BROKER’S NAME
BROKER’S FIRM
ADDRESS
CITY/STATE/ZIP
TELEPHONE NUMBER
INSURED

CONSTRUCTION CO. NAME
ADDRESS
CITY/STATE/ZIP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT MANE, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY CARRIER’S NAME(S)
LETTER A
LETTER B
LETTER C
LETTER D
LETTER E

COVERAGES

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT MANE, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

CO
LTR
TYPE OF INSURANCE
POLICY NUMBER
POLICY EFFECTIVE
POLICY EXPIRATION
LIMITS

GENERAL LIABILITY
[X] COMMERCIAL GENERAL LIABILITY
CLAIMS MADE [X] OCCUR.

AUTO
[M] ANY AUTO
[N] HIRED AUTOS
[S] NON-OWNED AUTOS

GARAGE LIABILITY

EXCESS LIABILITY

WORKER’S COMPENSATION
AND
EMPLOYERS’ LIABILITY

SUBJECT TO THE TERMS OF THE
WORKER’S COMPENSATION LAWS
OF THE STATE OF CALIFORNIA

STATUTORY LIMITS

OTHER

PROJECT DESCRIPTION

DESCRIPTION OF OPERATIONS/Locations/Vehicles/Special Items

CERTIFICATE HOLDER
RANCHO SIMI RECREATION AND PARK DISTRICT
4201 Guardian Street
Simi Valley, CA. 93063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEF.

AUTHORIZED REPRESENTATIVE

ORIGINAL SIGNATURE REQUIRED

(CONTRACTOR)
SAMPLE (ACCEPTABLE)

POLICY NUMBER: XX XX XX XX COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
RANCHO SIMI RECREATION AND PARK DISTRICT
4201 Guardian Street
Simi Valley, CA. 93063

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.
GENERAL CONDITIONS OF THE CONTRACT

1.01 CODES AND STANDARDS:

A. Except as hereinafter provided, Part 1 - General Provisions of the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", Current Edition and all Amendments thereto, written and promulgated by the, Joint Cooperative Committee of the Southern California Chapter, American Public Works Association, and the Southern California District, Associated General Contractors of California, hereinafter referred to as Standard Specifications, are adopted as the General Conditions for this Project and shall be considered as a part of the Conditions of the Contract.

B. The Contractor and all Subcontractors are hereby specifically directed, as a condition of the Contract, to obtain the necessary number of copies of the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", to acquaint themselves with the Articles contained therein, and to notify and apprise any other parties to the Contract, individuals, or agencies engaged on the work, as to its contents.

C. The Contractors and all Subcontractors are hereby specifically directed, as a condition of the contract, to comply with the Copeland "Anti-Kickback" Act, the Clean Air Act of 1970, and the Federal Water Pollution Control Act.

D. The Contractor and all Subcontractors are hereby specifically directed, as a condition of Federal funding of the contract, to comply with all the applicable Federal rules and regulations.

E. No contractual adjustments shall be due or become exigent as a result of failure on the part of the Contractor to fully acquaint himself with conditions of the "STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION".

F. The District Manager shall, for the purposes identified in these Specifications, be the same as the District.

END OF DOCUMENT
SUPPLEMENTARY CONDITIONS

1.01 CONTRACT DOCUMENTS:

A. **Related provisions of the General Provisions apply to this Document except as amplified, and shall apply to all other parts of the Contract Documents with the same force and effect as though repeated in full.**

B. Contractor's Obligation: The District acknowledges fallibility and herewith places the obligation on the Contractor to call to the attention of the District any part of the Contract Documents which is obscure, contradictory, or would in some way prevent the completion of the Work as intended. This shall be done prior to the signing of a Contract or thereafter the District may evoke its full authority to interpret the Contract Documents, and the Contractor shall be bound by such intent.

C. It shall be the responsibility of the Contractor to accurately locate all known concealed items and utilities and to protect them from injury. Any damage to such concealed items and utilities shall be the Contractor's responsibility and be immediately repaired by and at the expense of the Contractor. He shall also coordinate with the other Contractors and see that all such items, services and utilities which are to be removed or rerouted are properly capped or plugged and sealed to prevent leakage.

D. The Drawings indicate the intent of the Work required but may not provide in detail all information necessary to accomplish this Contract. The Contractor shall use his judgment in carrying out his responsibilities and in the removal of items of work where required by these Contract Documents. Wherever the Contractor has removed any material in excess of that required, he shall replace such material to match existing at his own expense.

E. After exposure, previously concealed items that conflict with the new work shall be rerouted or removed and then replaced, as required, to clear the new installation.

F. Care shall be taken in the protection of all existing or previously installed improvements. Any damaged areas shall be restored to their original condition at Contractor's expense.

1.02 CONTRACTOR:

A. Coordination: The Contractor shall function as coordinator of all construction work of the Project. His duties shall include, but not be limited to, the following:

1. Assuring presence of all subcontractors at job site meetings.
2. Informing the District of any delay which affects the progress of the Work.
3. Coordinating requests from subcontractors for chases and openings from other trades. Subcontractors failing to request a required chase or opening may be charged by the District for the labor and materials required to perform such work.
B. Subletting Work: The Contractor shall not assign or sublet the whole or any part of the Work without the written consent of the District. No such assignment or subletting, shall release or relieve the Contractor from any of the obligations and liabilities assumed by him under this Contract, and, as between parties hereto, the Contractor shall remain responsible and liable as if no such assignment or subletting has been made.

C. Supervision: The Contractor shall provide continuous supervision for the entire duration of the Project whenever construction activity occurs.
   1. A detailed resume of the proposed construction superintendent's qualifications and experience shall be submitted to the District prior to the commencement of Work.

1.03 SUBCONTRACTORS:
   A. Definition: When used throughout the Contract Documents, the term Contractor and subcontractor shall be as defined in the General Provisions.
   B. General Requirements: All subcontractors shall comply with the General Provisions, the Supplementary Conditions, and all applicable portions of DIVISION 1 - GENERAL REQUIREMENTS.

1.04 SEPARATE CONTRACTS:
   A. Work by District: Contractor shall permit the District to place and install as much equipment and machinery during the progress of the Work as is possible before the completion of the various parts of the work, and agrees that such placing and installation of equipment shall not in any way evidence the completion of the work or any portion or it, not signify the District's acceptance of the work or any portion thereof.

1.05 SITE EXAMINATION:
   A. Submittal of bid for the Work shall constitute acknowledgment of the requirements of the site, acceptance of any existing site improvements and the obligations under the Contract imposed thereby. Contractor shall make whatever investigations it deems necessary to apprise itself of surface and subsurface conditions affecting the Work.
   B. Subsurface Conditions: The Contractor assumes full responsibility for subsurface conditions, whether or not test boring results have been provided in the Contract Documents. No claims for extension of Contract time or increase in Contract Sum due to subsurface conditions encountered shall be considered.

1.06 WORKMANSHIP:
   A. Work shall be done in the best and most skillful manner, as specified and shown on the Drawings, and if not mentioned or shown, then in accordance with the best standards of the industry.
1.07 STANDARDS AND ADDENDA:

A. Standard specifications and recognized standards, such as ASTM, AISC, Commercial Standards, Federal Specifications, NBFU, NEMA, and UL incorporated in the requirements by the reference, shall be those of the latest edition at time of receiving bids. It shall be understood that the manufacturers, producers, and their agents, of materials required either have such specifications available for reference or are truly familiar with their requirements as pertain to their product or material.

B. Code: Where structural and fire-resistive requirements are indicated or specified, and the work to be provided is not shown or described, the minimum acceptable work the Contractor may provide shall be in accordance with the latest adopted edition of the governing building code.

C. Addenda issued during the bidding period will become a part of the Contract Documents in the award and execution of the Agreement. Addenda are numbered consecutively as issued.

1.08 DEFINITIONS:

A. Reference to Drawings: Where the words "shown", "indicated", "detailed", "noted", "scheduled", or words of similar import are used, it shall be understood that reference is made to the Drawings accompanying these Specifications, unless stated otherwise.

B. Approvals: Where the words "approved", "approval", "acceptable", "acceptance", or words of similar import are used, it shall be understood that the approval or acceptance of the District is intended.

C. Directions: Where the words "directed", "designated", "selected", or words of similar import are used, it shall be understood that the direction, designation, selection, or similar import of the District is intended, unless stated otherwise.

D. Equals: Where the words "or equal", "approved equal", "equivalent", and words of similar import are used, it shall be understood such words are followed by the expression "in the opinion of the District", unless stated otherwise. Where the Specifications call for a stipulated item or "approved equal", the Contractor shall submit such proposed "equal" items to the District for approval at the time as submitting his bid. The phrase "equal to" shall carry the same intent as "or approved equal".

E. Perform: The word "perform" shall be understood to mean that the Contractor, at his expense, shall furnish and install the work, complete in place and ready for use, including furnishing of necessary labor, materials, tools, equipment, and transportation. These definitions apply the same to future, present and past tenses, except the word "provided" may mean "contingent upon", where such is the intent.

G. Required: The word "required" and any words of similar import shall be understood to mean "as required to properly complete the work and as required and approved by the District", unless stated otherwise.
H. Work: The word "Work" shall be understood to mean labor, materials, or both, and the entire construction encompassed by the Agreement for each Contractor.

1.09 DETAIL DRAWINGS AND INSTRUCTIONS:

A. When required, the Engineer or District will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

B. The Work shall be executed in conformity therewith and Contractors shall do no work without proper Drawings and instructions.

1.10 SHOP DRAWINGS:

A. Contractor agrees that submittals processed by the District do not become Contract Documents and are not Change Orders to the project. The purpose of the submittal review is to establish a reporting procedure and is intended for the Contractor's convenience in organizing his work and to permit the District to monitor the Contractor's progress and understanding of the design.

B. The process of review of the Contractor's submittals is not for the purpose of testing the District's perception. If deviations, discrepancies or conflicts between the submittals and the Contract Documents are discovered either prior to or after the submittals are processed by the District, the Contractor agrees that the Contract Documents shall control and shall be followed.

C. The Contractor's responsibility for deviations in submittals from requirements of the Contract Documents is not relieved by the District's review of the submittals, unless the District gives written acceptance of specific deviations.

D. The District's review of Shop Drawings will be general. It will not relieve the Contractor of responsibility for accuracy of such Shop Drawings, nor from responsibility for proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings.

1.11 INSURANCE:

A. During the term of the Contract, the Contractor and each subcontractor shall at their own expense, purchase and maintain the following insurance in companies properly licensed to do business in California and satisfactory to the District:

1. Workmen's Compensation including Occupational Disease Acts, and Employer's Liability Insurance:
   a. Statutory: Amounts and coverage as required by California Workmen's Compensation Act, including Voluntary Compensation and "All States" endorsements.
   b. Employer's Liability: At least $1,000,000 each accident.

2. General Liability, including coverage for direct operations, sublet work, elevators, contractual liability and completed operations: Limits shall be not less than the following:
a. Said insurance shall have a combined single limit per occurrence for bodily injury and property damage in an amount not less than Two Million Dollars ($2,000,000), with no aggregate limit, unless the District is furnished verification by the carrier that there are no claims outstanding that could reduce the coverage to less than the Two Million Dollars ($2,000,000).

3. Property Damage: Include Broad Form Damage. When work involves subsurface activities, provide liability coverage for explosion, collapse, underground hazard (XCU) with the same limits as General Liability.


5. Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and hired vehicles: Limits not less than the following:
   a. Bodily Injury Liability: $500,000 each person, $1,000,000 each occurrence, or $1,000,000 combined single limit.
   b. Property Damage Liability: $1,000,000 each occurrence.

B. Liability insurance may be arranged by Comprehensive General Liability and Comprehensive Automobile Liability policies for the full limits required; or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy. The District shall be named as an "Additional Insured".

C. If required; the awarded contractor shall be responsible to provide the County of Ventura and/or other Governing Authority with a "Certificate of Insurance" in conformance with their policy and procedures for all work performed on their property or right-of-way. These certificates are in addition to the Park District's Certificate of Insurance requirements and neither certificate is interchangeable between public agencies. Both certificate of insurances must be issue/posted prior to the start of construction.

1.12 CHANGES IN WORK:

A. Minor Changes: Minor changes shall include relocating any piece of equipment or fixture from a location shown on the Drawings prior to roughing-in or other costly preparation work. All requested Minor Changes requested by the Park District shall be provided by the contractor at no additional to the Park District.

1.13 GUARANTY PERIOD:

A. The contractor shall provide the Park District with a written “Guarantee/Warranty” for the project for a period of not less than one (1) year from the project’s Notice of Completion and Acceptance. Should the guarantee required under any trade section of the specifications be for a period of more or less than one (1) year, each contractor’s guarantee shall, with respect to such trade or trades, be for such longer or shorter periods. See Specification Section 01740 for Warranty and Guarantee Forms and Instructions.

1.14 BONDS:

A. Refer to Instructions to Bidders regarding provision relating to Performance Bond
1.15 CONSTRUCTION TIME:

A. Contract Time: The time for construction contracts shall be the number of calendar days indicated in the Agreement. Any extension of time shall be valid only upon a Change Order by the District.

1.16 WATER AND ELECTRICITY:

A. Low flow construction water may be obtained from the park site’s existing hose bibs or quick coupler valves to the extent available. No adaptation or modifications to the park site’s existing water lines will be permitted. All damage due to incidental, consequential or negligent use of the park site’s water sources shall be repaired by the contractor within twenty-four (24) hours.

High flow construction water shall be provided and paid for by the contractor throughout the duration of this project. Utilization of any fire hydrant(s) is strictly prohibited without authorization from the County of Ventura.

B. The contractor shall provide his/her own electrical power source through the use of portable generators, a temporary construction power service and/or permanent electrical service if allowed by the governing building official. The contractor shall be responsible for all installations, meters, hook-up charges and usage fees until the end of the project. No existing park site electrical outlets will be made available for construction.

1.17 WORKING HOURS:

A. The contractor will only be permitted to work during the hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. No construction will be permitted on Saturday, Sunday or any day designated as a holiday by the California Labor Code.

B. In the event the contractor wishes to work on a Saturday or Sunday, the contractor shall submit a formal written request and present it to the District not less than fourteen (14) days prior to the proposed scheduled work date. Approval or disapproval shall be at the District’s discretion.

C. Weekend work will be considered unsupervised work. Any unsupervised, uninspected work requiring the approval of the City’s Building and Safety Department, Public Works Department and/or other governing authority shall be re-exposed for inspection and reconstructed in a manner acceptable to the Park District at contractors’ expense until satisfactory compliance is established.

1.18 PAYROLL REQUEST AND PAYROLL CERTIFICATION:

A. The principal and sub-contractors as part of these conditions shall submit payroll request and certification forms in accordance with the California Labor Code Section 1776. Copies of payroll request and certification forms shall be provided to the
B. The principal contractor shall be responsible for providing payroll request and certifications for each subcontractor utilized on the project during the time frame of each progress billing. Failure to comply with this requirement may delay processing or release of progress payments.

1.19 APPRENTICESHIP PROGRAM

A. The principal and each subcontractor, as part of this project, shall provide employment for registered apprentices in accordance with the California Labor Code Section 1777.5. Each contractor shall be responsible for all fees, payments, and documentation required by the Department of Industrial Relations, Division of Apprenticeship Standards and related agencies, without additional compensation by the District.

1.20 LIEN RELEASES:

A. With each progress billing, the Contractor shall submit lien releases (labor and materials) for each Subcontractor and materials supplier utilized on the project within the time frame specified on each progress billing regardless of whether the Subcontractor or materials supplier has filed a 20-day or preliminary notice.

B. Conditional lien releases will only be permitted for progress payment. Unconditional lien releases will be required from each Subcontractor and materials supplier utilized on the project prior to the release of the Contractor’s final payment.

C. All lien releases must be made out to the Rancho Simi Recreation and Park District and only originally signed copies will be accepted.

D. Contractor will sign all release forms required by District for payment. A VALID RELEASE FOR ALL LABOR AND MATERIALS FROM EACH LABOR AND MATERIALS SUPPLIER MUST BE SUBMITTED WITH EACH INVOICE. THESE RELEASES WILL BE ON A FORM ACCEPTABLE TO THE DISTRICT. All suppliers will be called to verify releases. Contractor will provide notarized lien releases with each invoice if required. All releases must be wet-signed. Copies or FAX’s are not acceptable. All releases must clearly indicate (printed or typed in addition to signed). The Contractors name, address, telephone number and the name and title of the person authorized to execute such form on behalf of the Contractor.

If an unconditional release cannot be provided, a conditional release must be provided showing the true amount of money owed to a materials supplier or Subcontractor. A FULL UNCONDITIONAL RELEASE WILL BE PROVIDED FROM ALL SUPPLIERS AND SUBCONTRACTORS FOR ALL PAYMENTS MADE ON THE PREVIOUSLY PAID INVOICES BEFORE NEXT PAYMENT. SUBSEQUENT PAYMENTS CANNOT BE MADE UNLESS THIS IS ACCOMPLISHED.

1.21 LABOR REQUIREMENTS:

A. Pursuant to California Labor Code Section 1810, et seq., eight (8) hours labor constitutes a legal day's work.
Contractor shall forfeit as a penalty to District the sum of $25.00 for each worker employed in the execution of the Contract by Contractor or any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Section 1815. (Labor Code Section 1813)

B. The Contractor, and any Subcontractor, under the Contractor, shall pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the Contract. (Labor Code Section 1771) The Contractor shall have responsibility for compliance with California Labor Code Section 1776 relative to the retention and inspection of payroll records. (Labor Code Section 1776)

1. Copies of the determination of the Director of the Department of Industrial Relations of the rate of per diem wages for each craft, classification or type of worker needed to execute the contract are on file in, and available at, the office of the Rancho Simi Recreation and Park District, 1692 Sycamore Drive, Simi Valley, California 93065. (Labor Code Section 1773.2)

2. The Contractor shall post at the work site, for the duration of the Contract, a copy of the determination of the specified prevailing rate of per diem wages. (Labor Code Section 1773.2)

C. The District shall withhold penalties and forfeitures from payments due to the Contractor for noncompliance with the California Labor Code. (Labor Code Section 1727)

D. Nothing in this Contract shall prevent the Contractor or any Subcontractor from employing properly registered apprentices in the execution of the Contract. The Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 for all apprentice occupations. (Labor Code Section 1775.5)

E. Neither the Contractor, nor any Subcontractor under the Contractor, shall discriminate in the employment of persons upon the work because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person, except as provided in Section 12940 of the Government Code. The Contractor shall have responsibility for compliance with this Section. (Labor Code Section 1735)

1.22 SATISFACTORY PROGRESS:

A. If, in the opinion of the District, the Contractor is not making or maintaining satisfactory progress, the Contractor shall, upon receipt of written notice from the District, immediately increase his working force and speed delivery of materials necessary to maintain progress satisfactory to the District. It is agreed that time is of the essence of this Contract, and if within forty-eight (48) hours after receipt of such notice the Contractor has failed to increase his supply of materials and labor force to maintain progress satisfactory to the District, or correct any defect, failures, or complaints with respect to labor and/or materials furnished, the District shall have the right to:

1. Supply sufficient material and employ such additional labor as in the District's opinion is necessary to maintain satisfactory progress, and charge
the cost thereof and all reasonable expenses in connection therewith, to the Contractor.

2. Terminate the Contractor's right to proceed with any of the work and let the work to another Contractor or Contractors, and charge the cost of completion to this Contractor.

3. Terminate this entire Agreement and pay to the Contractor only the reasonable value of the work performed by Contractor, providing the quality of work is satisfactory, and providing the Subcontractor has paid all of his obligations in connection with the work. If the District suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement. All of the foregoing remedies and conditions shall be cumulative and shall also be applicable in the event the Contractor becomes insolvent or is declared bankrupt or is otherwise taken over by creditors.

1.23 AGENCY’S RIGHT TO TERMINATE:

A. Notwithstanding 1.22 above, if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the District or otherwise breach this Contract, then in any of said instances, the District may serve upon the Contractor a notice of its intention to terminate this Contract. Unless within two (2) days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of said two (2) days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

B. Performance by Surety or District. In the event of any such termination, the District shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this Contract, provided, however, that if surety within two (2) days after service upon it of said notice of termination does not give the District written notice of its intention to take over and perform this contract or does not commence performance thereof within ten (10) days from the date of serving such notice, the District may take over the work and prosecute the same to completion by Contract or by any other method it may deem advisable for the account and at the expense of Contractor, and he and his surety shall be liable to the District for any excess cost or other damages occasioned the District thereby.

If the District takes over the work as hereinabove provided, the District may, without liability for so doing, take possession of, and utilize in completing the work, such materials, appliances, plant, and other property belonging to the Contractor as may

Supplementary Conditions
00800 - 9
be on the site of the work and necessary therefore. Additional Costs of finishing work, including compensation for additional engineering, architectural, managerial, and administrative services, shall be paid to the Agency, without prejudice to any other rights or remedies available at law or in equity to the District.

If the District suspends, terminates or abandons a portion of this Agreement, such separation, termination, or abandonment shall not make void or invalidate the remainder of this Agreement.

1.24 GOVERNING LAW:

A. This Agreement shall be governed and constructed in accordance with the laws of the State of California.

1.25 VENUE:

A. This Agreement is made, entered into, executed and is to be performed in the City of Simi Valley, County of Ventura, State of California, and any action filed in any court or for arbitration for interpretation, enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in the applicable court in Ventura County, California.

1.26 LEGAL RESPONSIBILITIES:

A. Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. The District and its officers, employees, servants, consultants and agents shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

1.27 ENTIRE AGREEMENT:

A. The Contract Documents integrate all terms and conditions in connection with the work called for herein and supersede all negotiations and prior understandings, either oral or in writing, in respect to the subject matter hereof.

B. The Contract Documents are intended to be complimentary. Work required by one of the Contract Documents and specifications and not by others shall be done as if required by all.

C. Each and every provision of law and clause required to be inserted into the Contract Documents shall be deemed to be inserted therein, and if through mistake or otherwise any such provision is not inserted, or is not inserted correctly, then upon application of either party, the Contract documents shall forthwith be amended in writing to make such insertion or correction.

D. The Contract Documents shall not be amended except by a writing duly executed by the parties.

1.28 CONFLICT:
A. In consideration of the award of this contract, Contractor agrees that if there is a conflict between any of the documents, plans, specifications and contracts, or a conflict or repetition or ambiguity within any documents, the District shall be the sole party to decide which document or provision shall govern.

1.29 JOINT CHECKS AND PAYMENTS:

A. District shall have the option to make payments jointly to Contractor, to his Subcontractor and his suppliers of material and/or labor. Contractor agrees to furnish on a form acceptable to District lien and labor and material release forms and completely execute and furnish the information required in said forms before Contractor shall be entitled to any payments hereunder. Use of the forms does not constitute a waiver of this requirement by the District. If the Contractor fails to meet and pay all of its just obligations incurred at the time when any payment is due, or if any liens, claims or demands arising out of or in connection with the work or its performance shall be outstanding at the time any payment may be due or is likely to be made thereafter, or if any claim arising out of or in connection with the contract are made against the District by any other person or, if work that is part of this payment remains incomplete or if corrective work is necessary, the District shall have the right to withhold out of any payments, final or otherwise, such sums as the District may deem ample to protect it against loss and/or to assure the payment of just claims of third persons, and at the District's option to apply such sums in such manner as the District may deem proper to secure protection and/or to satisfy such claims. Such application shall be deemed payments for the Contractor's account.

B. When a joint check is issued, it will normally be sent to the Contractor. District reserves the right to send joint checks to the Subcontractor or supplier with a copy to the Contractor. At District's sole option, joint checks may be issued whether or not Subcontractor/supplier has filed a California Preliminary Notice.

1.30 BANKRUPTCY:

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

1. Be adjudged a bankrupt;

2. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

3. Make a general assignment for the benefit of creditors;

4. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

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

1.31 MISCELLANEOUS CONDITIONS:

A. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled.

B. Contractor will be responsible for any fines or levies because of his violation of safety or Union regulations, if in the Union.

C. Contractor shall provide all required warning labels and ingredient lists for all materials furnished by Contractor and any other pertinent information about the makeup of their materials. This is in compliance with Proposition 65.

D. If it is discovered that a clarification of the plans or correction of an error, omission or ambiguity is necessary, the District will be notified immediately. The time necessary to accomplish these clarifications or corrections, or elimination of omissions or ambiguity is included in the contract at no charge. Contractor understands that in some cases this may necessitate stopping all or portions of Contractor's work on the job until the corrections, clarifications, omissions or ambiguities are settled and approved by public authority. There is no charge for these delays.

E. If, in the opinion of the District, supervision is inadequate, Contractor will immediately remove foreman from job and furnish new foreman. This also applies to workers.

F. No extra work shall be authorized unless extra work orders are signed by the District.

G. In consideration of the award of this Contract, Contractor agrees that if there is a conflict, repetition or ambiguity between any of the Contract Documents, or a conflict within any documents, the District shall be the sole party to decide which documents or provisions shall govern.

H. The District's representative on the job shall have the right to control or restrict parking on the site, and Contractor agrees to cooperate and abide with said restrictions.

I. Any materials stored on job site shall be at Contractor's sole risk.

J. If requested, Contractor agrees to furnish certified verification of the grade or quality of materials used in his work. Such verification shall be at his own cost and expense and shall be from a recognized association or the National Institute of Standards and Technology.

K. Alcoholic beverages, drugs, pets and children will not be permitted on the job site.

L. No deviations from scope of work shall be made by the Contractor without prior
approval in writing from the District. No claims for extras above the amount of said Contract will be honored unless authorized in writing prior to commencement of work. Commencement and/or performance of work involving changes or extras, without prior written approval of District will be at Contractor's sole cost, and the District will not be obligated to pay for same. No verbal statement or authorization will be considered as a waiver of this or any other provision of this Contract.

M. If a dispute arises between General Contractor and Subcontractor or supplier, the District will hold sufficient funds to satisfy the claim until the dispute is resolved in writing.

N. District has advised General Contractor to have the plans, documents and agreements reviewed by an attorney.

O. Time extensions for inclement weather will only be allowed if the job site is inaccessible or unsafe.

P. Time extensions for material availability/delivery may only be allowed if District is furnished written, satisfactory evidence that the order was made in time for delivery when needed and written, satisfactory evidence from manufacturer/supplier as to why materials will not, or did not, arrive on time.

Q. Contractor at his sole expense will comply with all Federal, State and Local safety programs including, but not limited to training, job meetings, written programs, posting, hard hats, etc. Contractor will pay for all fines or levies for himself and District because of his or his Subcontractor/supplier violations of safety standards.

R. Until improvements are accepted by the District Board of Directors, the Contractor shall be responsible for the care and maintenance of such improvements and shall bear all risks and costs of loss or damage to said improvements. Neither District, nor its officers, agents, consultants and employees, shall have any liability for any accident, loss or damage to the improvements prior to their completion and acceptance by the District.

S. Contractor shall protect the work of others and will be fully responsible for any damages to the work of others and/or any delays he causes to others or District. All charges for same will be paid by Contractor or deducted from any monies due and owing to him on this Contract.

T. All retention is for lien protection and guarantees not for uncompleted work.

U. An amount equal to five percent (5%) or more of the total amount of the contract shall be retained until after all work has been completed, inspected, and passed by all Public Agencies. The District shall have the right to retain any amount it deems necessary as long as corrections and/or repairs and/or uncompleted work remain to be corrected. The Contractor agrees to execute a written guaranty, on a form satisfactory to District, for his work agreeing to make good, without cost to the District, any and all defects or failures of every kind arising out of work performed and materials supplied under this contract for a period of one (1) year after completion of all work under this contract and recording of Notice of Completion. Longer guarantees are included if required by law.

Supplementary Conditions
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V. Any provisions in this Agreement to the contrary notwithstanding, the District shall not be liable to the Contractor for any delay or loss or damage to its work, whether caused by the District or by any of the District's Contractors, or from any other cause whatsoever. This includes, but is not limited to, inclement weather, vandalism or theft.

W. The Contractor shall pay any and all delivery charges and taxes, including sales tax, which may be due or levied against any material or labor, as well as Social Security, Old Age and Unemployment Insurance, Income Withholding Tax all as required by law. Before final payment is made, the Contractor shall present satisfactory evidence that all such taxes and insurance obligations have been fully paid.

1.32 PROJECT RECORD DRAWINGS (AS-BUILT RECORDATION):

A. The contractor shall maintain one set of construction prints on the job site for the recording of “As-Built” information. This set shall be marked on a daily basis to indicate current job progress and to show deviations made from the construction drawings. In addition, this information shall include the depth and routing of all concealed below grade subsurface installations (i.e., storm drain, utility runs and irrigation lines). This set of prints shall be available to the Park District for review during construction.

B. After final inspection, the contractor shall provide the Park District with the “As-Built” construction prints for the preparation of permanent “Record Drawings”.

1.33 PERMITS AND FEES:

A. The Park District will provide the contractor with the initially required grading and building permits for the project (if required). The contractor will be responsible for subsequent permits and permit fees (including plan check fees) from the appropriate governing authority(ies) for acts created by the contractor. These include but are not limited to contractor’s modifications, substitutions and/or corrective modifications required during the course of the work from contractor’s oversight or negligence. The contractor will not be responsible for subsequent plan check and permit fees for modifications requested by the District, District’s Design Consultant’s, and/or plan clarification(s) for oversights by the District’s Design Consultant’s.

B. If required, the Contractor will also be required to obtain and pay for the projects “Encroachment Permits” for the transportation of materials and debris on city streets from the County of Ventura Department of Public Works. All incidentals (haul route plans, insurance Certificates, securities, etc.) necessary to obtain the permits shall be provided by the contractor as part of the projects base bid proposal. A copy of the “Encroachment Permits” must be provided to the Park District prior to transportation of materials to and from the project site.

C. The Contractor shall obtain and pay for other permits relating to City and County Agencies, including business tax, haul and dump permits as required.

D. The Contractor will arrange and pay for all meter and connection permits and/or any related cost or fees for temporary utilities, including water, electrical, telephone, storm
water, sewer, etc., for this project.

1.34 CONTIGUOUS USE OF ADJACENT AREAS:

A. The Contractor is hereby notified that the adjacent/contiguous Public Right-of-Way and Park Site will remain open for use by the general public throughout the duration of this project.

B. Prior to leaving the project site, the contractor shall, on a daily basis, inspect and remove all hazards detrimental to public safety. These include, but are not limited to, open trenches, excess materials, form boards, and hazardous chemicals.

C. Pedestrian caution signs must be continuously posted around the project site along with adequate barricades around the perimeter to deter patrons from crossing through the construction area.

END OF DOCUMENT
PALM TREE REMOVAL SPECIFICATIONS AND STANDARDS

SECTION 02090

A. The contractors shall examine the locations of the proposed palm tree removal work and determine each in their own way, the difficulties which may be encountered in the execution of the work. No additional claims for compensation will be considered due to unknown conditions, other than those specified in the following.

B. SAFETY:


2. All crew members should be wearing the appropriate safety gear; hard hats, eye protection, approved boots, hearing protection and chainsaw chaps for groundwork.

3. Use of bucket trucks and other heavy equipment will be allowed based on tree location, site conditions and final approval by Park District Representative, Jonathan Schwartz. He may be reached at 805-584-4431 or at jonathan@rsrpd.us. However, many locations will have to be accessed by foot.

C. GENERAL:

1. All work will comply with applicable laws, codes, rules and regulations.

2. All trees have been indicated on attached maps. Site visits can be made by contractor during normal park operating hours, from dawn to dusk.

3. All tree removal work is permitted on site after the District grants permission.

4. Before commencement of work, Contractor shall meet with District, and present an outlined schedule of work dates.

5. Equipment access to specific sites may be limited to areas approved by District.

6. All native plant species and communities within the project area shall be protected from harm throughout the course of palm tree removals. If any protected plant species is damaged or may be damaged due to construction activities, the Contractor shall notify the Park District Representative or Park Maintenance Supervisor immediately to report/discuss how to proceed.

7. All removals require complete eradication of entire tree, including the entire truck, all limbs, and associated debris, by the Contractor.

8. All stumps shall be mechanically ground to a minimum of six inches (6”) below grade. Stump holes shall be backfilled with native soil and/or stump chips to meet existing grade.
9. Contractor shall be responsible for re-grading, repair of access ways and any damage to grounds within the work areas along Medea Creek and adjacent or by an intrusion that is outside the specified work area.

10. A final walk-through to review completion of work may be required with the District Representative.

11. Contractor agrees to complete all work on or before the twenty-one (21) day period.

END OF SECTION
APPENDIX ‘A’

Oak Canyon Community Park
Palm Tree Removals:
Plan and Approximate Location Guide