

Southwest Riverside County

**REPLENISHMENT OF ENGINEERED WOOD FIBAR
FOR VARIOUS PARK LOCATIONS (ON-CALL)
(PROJECT 2020-119)**

2020 – 2021

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Board of Directors:

Nick Schouten, President
John Bragg, Vice President
Jan Bissell, Secretary
Steve Simpson, Director
Noah Rau, Director

District Administration:

Dean Wetter, General Manager
James Salvador (Project Contact)

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901 WEST ESPLANADE AVENUE
P.O. BOX 907
SAN JACINTO, CA 92582
PHONE (951) 654-1505 · FAX (951) 654-5279

**REPLENISHMENT OF ENGINEERED WOOD FIBAR
FOAR VARIOUS PARK LOCATIONS (ON-CALL)
(PROJECT 2020-119)**

NOTICE INVITING BIDS

RECEIPT AND OPENING OF PROPOSALS: Sealed bids will be received in the main office of the Valley-Wide Recreation & Park District (“District”), 901 West Esplanade Avenue, San Jacinto, CA 92582 until **2:00 p.m. on Wednesday, April 8, 2020**, at which time or soon thereafter said bids will be opened and publically read aloud. Bids received after this time will be returned unopened. Bids shall be valid for sixty (60) calendar days after the bid opening date. Bids must be submitted on the District’s Bid Forms. No electronic bids or email bids will be accepted.

SCOPE OF WORK

Project shall include all labor, equipment and materials necessary to furnish and install ASTM engineered wood playground fibar at various designated Valley-Wide park locations. Materials to be used for on-call, as-needed replenishment of wood fibar. Contractor shall provide certification with submitted bid that proposed material meets ASTM standards F1292 for impact absorption, F2075 for material purity, and F1951 for wheelchair access.

Engineered wood fibar shall be installed in accordance with all applicable safety and ADA standards including, but not limited to, tot-lot entrance and ADA access areas being raked so that tope of fibar is flush with adjacent access surface to create a smooth and even transition between the hard surface and wood fibar.

MANDATORY PRE-BID WALK-THRU: A Pre-Bid Conference will not be held for this project.

QUESTIONS: All questions must be submitted in writing by 5:00 p.m. on Friday, March 30, 2020, to James Salvador at JamesS@GoRecreation.org or FAX: 951-654-5279. **Questions received after this time may not be responded to.**

COMPLETION OF WORK: It is the District's intent to award this contract for a "NOT-TO-EXCEED" amount of \$200,000, with a two-year contract duration. The contract may be extended for two, one-year periods by mutual consent of the District and the Contractor.

PLANS AND SPECIFICATIONS: Copies of the Plans and Specifications are available for inspection at no cost to the bidder at the District's Administration Office located at 901 W. Esplanade Avenue, San Jacinto, California 92582. No bid sets will be available for purchase. Plans and Specifications are also available electronically, at no cost, at www.GoRecreation.org/bids-and-documents, or at the following planrooms: Bid America at www.BidAmerica.com and AGC San Diego at www.AGCSD.org.

INSURANCE: The successful bidder will also be required to furnish the District with an insurance policy as specified in the Specifications, and shall remain current through the term of the contract(s).

PREVAILING WAGE RATES: The Director of Industrial Relations (DIR) has determined the general prevailing rate per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at the main office or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder, and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

CONTRACT TIME: No bid or bid security may be withdrawn for seventy-five (75) calendar days after the date bids are received. The successful bidder shall within ten (10) calendar days after the District mails a Notice of Acceptance of bid, return the signed contract. Contract time is a two-year duration and may be extended for two, one-year periods by mutual consent of the District and the Contractor.

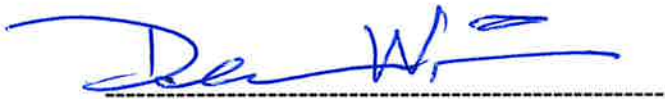
REQUIRED CONTRACTOR LICENSE: Bidders on this work will be required to be licensed by the State of California as **Class A General Contractor or Class C-27 Landscaping Contractor** at the time of the bid and at the time of award as such license is defined in Section 7056 and/or Section 7058 of the Business and Professional Code and Section 732 of the California Administrative Code.

AWARD OF CONTRACT: The District shall award the Contract for the Project to the lowest responsible bidder as determined from the base bid alone by the District. The District reserves the right to reject any or all bids or to waive an irregularities or information in any bids or in the bidding process.

CERTIFIED PAYROLL: The winning bid contractor will be required to concurrently submit weekly certified payroll to the Department of Industrial Relations when submitting their monthly invoice payment request to Valley-Wide Recreation and Park District. The District's invoice payment policy is thirty (30) days.

ADDITIONAL INFORMATION: All inquiries shall be directed to James Salvador at JamesS@GoRecreation.org or at (951) 654-1505.

Dated this 4th day of MARCH 2020



Dean Wetter, General Manager,
Valley-Wide Recreation and Park District

Posted date: March 9, 2020

INSTRUCTIONS TO BIDDERS

B-01. SECURING DOCUMENTS

Bids must be submitted to the District on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from the Administration Office at: 901 W. Esplanade Avenue, San Jacinto California, 92582 or www.GoRecreation.org/bids-and-documents, any time after **March 9, 2020**. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The District may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the District to obtain the required Contract Documents if they decide to submit a bid for the Project.

Any Addenda will be posted on www.GoRecreation.org/bids-and-documents. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

B-02. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

B-03. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the District a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The District will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the District.

B-04. PRE-BID WALK-THRU

A Mandatory Pre-Bid Walk-Thru/Conference is will not be held for this Project.

B-05. ADDENDA

The District reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the District shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the District will extend the deadline for submission of Bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide District a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the District can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the Valley-Wide Administration office at (951) 654-1505, or at www.GoRecreation.org/bids-and-documents, to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

B-06. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

B-07. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

B-08. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

B-09. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

B-10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

B-11. NON-COLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of non-collusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

B-12. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

B-13. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this Contract:

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

this contract.

The form of such Workers' Compensation Certificate is included as part of this document.

B-14. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

B-15. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the Engineering Department of the District before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the District as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____ (Bidder's Name)
for the REPLENISHMENT OF ENGINEERED WOOD FIBAR
FOR VARIOUS PARK LOCATIONS (PROJECT 2020-119)

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District may reject any bid not strictly complying with District's designated methods for delivery.

B-16. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- A. The name and business location of the bidder.

- B. The nature and amount of the bid security furnished by bidder.
- C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The District may, in its sole discretion, elect to postpone the opening of the submitted Bids. The District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

B-17. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to District within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the District.

B-18. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. 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 thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

B-19. PREVAILING WAGES

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates may be obtained online at <http://www.dir.ca.gov> or are available at the Valley-Wide Administration office at 901 W. Esplanade Avenue, San Jacinto, CA. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

B-20. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

B-21. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

B-22. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

B-23. PERMIT AND INSPECTION FEE ALLOWANCE

Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance.

B-24. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the District's General Manager. In order for a Bidder's protest to be considered valid, the protest must:

- D. Be filed in writing within five (5) calendar days after the bid opening date;
- E. Clearly identify the specific irregularity or accusation;
- F. Clearly identify the specific District staff determination or recommendation being protested;
- G. Specify in detail the grounds for protest and the facts supporting the protest; and
- H. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the District may reject the protest without further review.

If the protest is timely and complies with the above requirements, the District's General Manager, or other designated District staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The General Manager will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

B-25. BASIS OF AWARD; BALANCED BID

The District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price. The District may reject any Bid which, in its opinion when compared to other Bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

B-26. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District Board may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District shall issue a Notice to Proceed to that Bidder.

B-27. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

B-28. QUESTIONS

Questions regarding this Notice Inviting Bids may be directed to James Salvador, at (951) 654-1505 or JamesS@GoRecreation.org or email at. No other members of the District's staff or District Board should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the District. The District may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

PROPOSAL PACKAGE INFORMATION SHEET

PROJECT NAME: Replenishment of Engineered Wood Fibar
for Various Park Locations (On-Call)
(Project 2020-119)

NOTICE TO BIDDER: *The attached Proposal Package, when complete by you and returned to this District, constitutes your Bid on this project. Please do not submit the bound copy of the specifications or addenda with your Bid.*

The envelope enclosing the proposal **MUST** be sealed and addressed as follow:

Regular, Express Mail, FedEx or Hand-Deliver

Valley-Wide Recreation and Park District
Attention: James Salvador
901 W. Esplanade Avenue
San Jacinto, CA 92581

The envelope **MUST** be plainly marked in the upper left hand corner with the name and address of the bidder, and bear the words:

Proposal for:
(Project Name)
(Date and Hour)

SIGN, COMPLETE, AND SUBMIT THE FOLLOWING:

- **Proposal Sheet (C3-1) *Signature required!***
- **Bidding Sheets & Equipment and Material List – (BS-1 thru 3)**
- **Subcontractors List (C-5(d) thru (e))**
- **Public Works Contractor Registration Certification (C22-1)**
- **Contractor's Licensing Statement (C6-1)**
- **Non-collusion Declaration (C7-1)**
- **Workers' Compensation Insurance Certificate (C11-1)**
- **Cal/OSHA Form 300A (C16-1 thru 2)**

**PLEASE COMPLETE AND SIGN ALL REQUIRED AREAS. SUBMIT AND ATTACH ANY
ADDITIONAL DOCUMENTATION WHICH CONSTITUTES YOUR BID**

**FAILURE TO COMPLETE THIS PROPOSAL PACKAGE MAY RENDER YOUR BID
"NON-RESPONSIVE"**

[*Please Remove This Information Sheet Prior to Submitting Your Bid*](#)

PROPOSAL

The undersigned hereby declares, as Bidder, that the only persons or parties interested in this proposal as principals are those named herein; that no director or any other officer or employee of the Valley-Wide Recreation District is in any manner interested directly or indirectly in this proposal or in the profits to be derived from the contract proposed to be taken; that this bid is made without any connection with any person or persons making a bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the Notice Inviting Bids (or Bidding Information) and the Instructions to Bidders and agrees to all the stipulations contained herein; that he proposes and agrees that if his bid as submitted in the attached sheets, be accepted he will contract in the form so approved and furnish the items called for in accordance with the provisions of said approved form of Agreement and the Specifications and to deliver the same within the time stipulated therein; and that he will accept in full payment therefore the prices named in said Bid Sheet.

The Bidder further agrees, that upon receipt of written notice of acceptance of the proposal with 60 days after the day of opening bids (unless otherwise specified in the Notice Inviting Bids or Bidding information) he will execute and return the Contract in accordance with the proposal as accepted and furnish the required bond(s) within **ten (10)** days from the date of mailing the Notice of Acceptance of Proposal to him at his address given below, or within such time as allowed by Valley-Wide; and that upon his failure or refusal to do so within the said time, then the certified or cashier's check or bond accompanying this bid shall become the property of and be retained by Valley-Wide as liquidated damages for such failure or refusal, and shall be deposited with the Accountant of said Valley-Wide as monies belonging to Valley-Wide; provided, that if said Bidder shall execute the Contract and furnish the required bond within the time aforesaid, his check or bond shall be returned to him thereafter.

The Bidder further declares that the surety or sureties named in the attached sheet have agreed to furnish bond in form and amount set forth in the accompanying Notice Inviting Bids (or Bidding Information) and Article 11 of the Instructions to Bidders, in the event contract is awarded on basis of this proposal.

Company: _____

Address: _____ Date: _____

By: _____
 (Print Name) Name should appear below (Signature of Owner or Officer required)

Name(s) of Member of Firm or Officer of Corporation Authorized to enter into a binding Contract:	Address (if different from above)

For further detail on this proposal, please contact:

Name:	Address:
Email Address:	Telephone:

VALLEY-WIDE RECREATION
REPLENISHMENT OF ENGINEERED WOOD FIBAR
FOR FARIOUS PARK LOCATIONS (ON-CALL)
(PROJECT 2020-119)

BIDDING SHEETS

Bids will be received at the Valley-Wide Recreation and Park District office, located at 901 W. Esplanade Avenue, San Jacinto, California, until **2:00 p.m. on Wednesday, April 8, 2020.**

NAME OF BIDDER: _____

To the Board of Directors
of the Valley-Wide Recreation and Park District
901 W. Esplanade Avenue
San Jacinto, California 92581

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

Replenishment of Engineered Wood Fibar
For Various Park Locations (On-Call)
(Project 2020-119)

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

Total Bid Amount per CY
in Numerals: \$ _____

Total Bid Amount per CY
in Words: \$ _____

The undersigned acknowledge receipt, understanding, and full consideration of the following addenda to the Contract Documents:

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the complete Designation of Subcontractors form.
3. Attached is the fully executed Non-collusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the complete Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.

VALLEY-WIDE RECREATION
REPLENISHMENT OF ENGINEERED WOOD FIBAR
FOR FARIOUS PARK LOCATIONS (ON-CALL)
(PROJECT 2020-119)

BIDDING SHEETS

The Contractor shall construct the project under these Specifications all in conformance with the Contract Drawings listed in Section P and these Specifications

The District reserves the right to:

- A. Accept or reject any or all bids on this specification;
- B. Award Contract to the lowest qualified bidder, based on the total bid price;
- C. Waive any defects and informalities.

The District shall be the final authority with regard to whether a bid is responsive to the call for bids and to whether a bidder is a responsible bidder under the conditions of his bid, or for any reason.

The total contract price shall include all work, materials, and equipment needed to complete the project as defined in the General Conditions, Section F. The bidder shall include costs for such other items in the most appropriate category (bid item).

VALLEY-WIDE RECREATION

REPLENISHMENT OF ENGINEERED WOOD FIBAR
FOR FARIOUS PARK LOCATIONS (ON-CALL)
(PROJECT 2020-119)

BIDDING SHEETS

ADDITION OR DEDUCTION: Provision is made here for the bidder to include an addition/deduction in their bid, if desired, to reflect any last minute adjustments in process. The addition/deduction, if made, will be proportionately applied to item(s) _____ (fill in) and reflected in the unit process for payment purposes. If the addition/deduction affects more than one bid item, the proportionate application of the addition/deduction shall be mutually agreed upon by the Contract and the District at the prejob.

Addenda and/or Letter of Clarification

By submitting a bid, Bidder certifies that any addenda and letters of clarification issued to these specifications, whether acknowledged or not below, shall be made a part of the contract. Bidder further agrees to perform all labor and services and furnish all materials, tools and appliances necessary for completing the work called out in the addenda or letter of clarification.

Addenda Received: _____

Letter of Clarification received: _____

Person who inspected site of the proposed work as an employee of your firm: **(Representative must have inspected the jobsite and be employee on the company's payroll to be considered a responsive bidder)**

(Name)

(Date of Inspection)

VALLEY-WIDE RECREATION

**REPLENISHMENT OF ENGINEERED WOOD FIBER
FOR VARIOUS PARK LOCATIONS (ON-CALL)
(PROJECT 2020-119)**

BIDDING SHEETS

Bid Item	Unit	Description Unit Price Written in Words	Price Per Unit (Figures)
1		Cost of Materials per Cubic Yard. Material to meet standards as described in Scope of Work. _____ (words)	\$ _____
2		Transportation/Freight Cost (if applicable) per Cubic Yard. _____ (words)	\$ _____
3		Labor Rate to Install per Cubic Yard. _____ (words)	\$ _____
TOTAL COST PER CUBIC YARD			
_____ (words)			\$ _____

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sec. 4100-4111, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below: (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid; and (b) the portion of the work which will be done by each such subcontractor.

Each subcontractor shall possess, both at the time the bid is submitted and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed. Each subcontractor shall be registered with the Department of Industrial Relations at time of bid and during the performance of the Contract.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid, he agrees that he is fully qualified to perform that work himself, and that he shall perform that work himself, and that he shall perform that portion himself.

The Contractor shall not, without the consent of the District, or unless, either: (a) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; (b) Permit any such subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (c) Sublet or subcontract any portion of the work in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid as to which his original bid did not designate a subcontractor.

In the following instances, the District may consent to the substitution of another subcontractor:

(1) When the subcontractor listed in the bid after having a reasonable opportunity to do so fails or refuses to execute the written contract which is based upon the general terms, conditions, plans and specifications of the involved project or the terms of the subcontractor's written bid when it is presented to the subcontractor by the prime subcontractor;

(2) When the listed subcontractor becomes bankrupt or insolvent;

(3) When the listed subcontractor fails or refuses to perform his or her subcontract;

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime Contractor to furnish a bond guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used pursuant to Public Contract Code 4108;

(5) When the prime Contractor demonstrates to the District, as set forth in Public Contract Code 4107.5 that the name of the subcontractor was listed as the result of an inadvertent clerical error;

As a condition to assert claim of clerical error, the Contractor must give written notice of the inadvertent clerical error to the District with copies to both the listed and intended subcontractor within two (2) working days of the time of the prime bid opening. The District shall consent to the substitution if the prime Contractor and both subcontractor listed in error and the intended subcontractor each submit an affidavit to the District within eight (8) working days of the time of the prime bid opening indicating that an inadvertent clerical error was made.

The District shall also consent to the substitution of the intended Contractor if affidavits are filed by both the prime Contractor and the intended Subcontractor within six (6) working days and the subcontractor claimed to be listed in error does not submit within six (6) working days a written objection to the claim to both the District and the Contractor.

However, if the listed subcontractor submits a written objection to the Contractor's claim of inadvertent clerical error within six (6) working days from the time of the prime bid opening, the District shall investigate the claims of the parties and shall hold a public hearing as described herein to determine the validity of those claims.

Any declarations submitted must be submitted under penalty of perjury by all three (3) parties and supported by testimony under oath and subject to cross-examination.

(6) When the listed Contractor is not licensed pursuant to the Contractor's license law;

(7) When the District determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

Prior to any substitution of a subcontractor, the District shall give notice in writing to the listed subcontractor of the request to substitute subcontractors and the reasons for the request. The notice shall be served by registered or certified mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five (5) working days within which to submit written objections to the substitution to the District. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the District shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by the District on the Contractor's request for substitution.

The original bid need not designate a subcontractor for the performance of any change orders.

No subletting or subcontracting of any portion of the work in excess of one-half of one percent (1/2 of 1%) of the prime Contractor's total bid shall be permitted except in cases of public emergency or necessity and then only after a written finding is made by the District as a public record setting forth the facts constituting the emergency or necessity.

As used in this designation, the term subcontractor means only those subcontractors who contract directly with the prime Contractor.

If the Contractor violates any of the provisions of this section, it is deemed to have violated and breached this contract, and the District may exercise the option in its own discretion of: (1) canceling the contract; or (2) assessing the contract or a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. The Contractor shall be entitled to a public hearing in five (5) days notice of the time and place of the hearing.

LIST OF DESIGNATED SUBCONTRACTORS

SPEC #:	2020-119
PROJECT TITLE:	Replenishment of Engineered Wood Fibar for Various Park Locations (On-Call)
NAME OF CONTRACTOR:	

In compliance with the provisions of Sec. 4100-4111, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth: the name, location of the place of business, license number, portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid. Each portion of Subcontracted work noted in the below table must be specific and contain all major activities associated with completion of the project, outside of the services provided by the bidding Contractor. Ambiguous and/or incomplete Subcontracted work information may deem the bid nonresponsive. **Each subcontractor shall possess, both at the time the bid is submitted and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed.**

BIDDER SHALL PROVIDE THE FOLLOWING INFORMATION:

Company Name, Business Address, Email Address, License No., Contractor Registration No., Subcontract Work, and % Of Total Bid

*** PLEASE WRITE LEGIBLY***

LICENSED SUBCONTRACTOR'S NAME, BUSINESS ADDRESS, & EMAIL ADDRESS	LICENSE #	SUBCONTRACT WORK (Be Specific)	% OF TOTAL BID
	CONTRACTOR REGISTRATION #		
<i>Company Name:</i>	<i>License #:</i>		
<i>Address:</i>			
<i>Email Address:</i>	<i>DIR Registration #:</i>		
<i>Company Name:</i>	<i>License #:</i>		
<i>Address:</i>			
<i>Email Address:</i>	<i>DIR Registration #:</i>		

LICENSED SUBCONTRACTOR'S NAME, BUSINESS ADDRESS, & EMAIL ADDRESS	LICENSE #	SUBCONTRACT WORK <i>(Be Specific)</i>	% OF TOTAL BID
<i>Company Name:</i> <hr/> <i>Address:</i> <hr/> <i>Email Address:</i>	<i>License #:</i> <hr/> <i>DIR Registration #:</i>		
<i>Company Name:</i> <hr/> <i>Address:</i> <hr/> <i>Email Address:</i>	<i>License #:</i> <hr/> <i>DIR Registration #:</i>		
<i>Company Name:</i> <hr/> <i>Address:</i> <hr/> <i>Email Address:</i>	<i>License #:</i> <hr/> <i>DIR Registration #:</i>		
<i>Company Name:</i> <hr/> <i>Address:</i> <hr/> <i>Email Address:</i>	<i>License #:</i> <hr/> <i>DIR Registration #:</i>		
<i>Company Name:</i> <hr/> <i>Address:</i> <hr/> <i>Email Address:</i>	<i>License #:</i> <hr/> <i>DIR Registration #:</i>		

(Do not list alternative subcontractors for the same work) (Use additional pages if needed)

Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1

All contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of _____ providing for the registration of contractors. The representations made herein and in the proposal documents are made under penalty of perjury. The undersigned is hereby representing that he is properly licensed both at the time that he submits a bid as well as at the time the contract is awarded, if the contract is awarded to the undersigned.

CONTRACTOR'S CLASSIFICATION _____

LICENSE NUMBER _____ **TYPE** _____ **EXPIRATION DATE** _____

A. INDIVIDUAL CONTRACTOR

NAME OF INDIVIDUAL CONTRACTOR:
BUSINESS ADDRESS:
PHONE NUMBER:
SIGNATURE OF OWNER:

B. FIRM OR PARTNERSHIP

NAME OF FIRM OR PARTNERSHIP:
BUSINESS ADDRESS:
PHONE NUMBER:
SIGNATURE(S) & TITLE OF MEMBERS SIGNING ON BEHALF OF THE PARTNERSHIP:
SIGNATURE: _____ TITLE: _____
SIGNATURE: _____ TITLE: _____
SIGNATURE: _____ TITLE: _____

C. CORPORATION

NAME OF CORPORATION:
BUSINESS ADDRESS:
PHONE NUMBER:
SIGNATURE OF AUTHORIZED OFFICER OF CORPORATION:
SIGNATURE: _____ TITLE: _____

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date],
at _____ [city], _____ [state]

Signed: _____

Name: _____
(Print Name Here)

Project Title: Replenishment of Engineered Wood Fibar for Various Park Locations (Project 2020-119)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. Date: (Contractor) By: (Signature) (Title)

Date: _____

(Contractor)

By: _____
(Signature)

(Title)

Cal/OSHA Form 300A

Annual Summary of Work-Related Injuries and Illnesses

**Bidders shall provide the most current, completed
Cal/OSHA Form 300A with their bid (blank form attached)**

Failure to submit this form “may” deem your bid non-responsive

Annual Summary of Work Related Injuries and Illnesses



All establishments covered by CCR Title 8 Section 14300 must complete this Annual Summary, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the Cal/ OSHA Form 300 in its entirety. They also have limited access to the Cal/ OSHA Form 301 or its equivalent. See CCR Title 8 Section 14300.35, in Cal/ OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Facility Information

Establishment name _____

Street _____

City _____ State _____ Zip _____

Industry description (e.g. Manufacturer of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g. SIC 3715)

Employment Information

(If you don't have these figures, use the optional Worksheet to estimate)

Annual average number of employees _____

Total hours worked by all employees last year _____

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive Title

Phone Date

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
_____	_____	_____	_____
(G)	(H)	(I)	(J)

Number of Days

Total number of days of job transfer or restriction	Total number of days away from work
_____	_____
(K)	(L)

Injury and Illness Types

Total number of...	(M)
(1) Injuries	_____
(2) Skin disorders	_____
(3) Respiratory conditions	_____
(4) Poisonings	_____
(5) Hearing loss	_____
(6) All other Illnesses	_____

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.

**VALLEY-WIDE RECREATION AND PARK DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

FOR

**REPLENISHMENT OF ENGINEERED WOOD FIBAR
FOR VARIOUS PARK LOCATIONS (ON-CALL)
(PROJECT 2020-119)**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2020, by and between the Valley-Wide Recreation and Park District, a Recreation and Park District formed and operating under California Public Resources Code 5780 *et seq.* with its principal place of business at 901 West Esplanade Ave, San Jacinto, CA 92581 ("District") and [CONTRACTOR NAME], with its principal place of business at [CONTRACTOR ADDRESS] ("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility of on-call services for the completion of the Replenishment of Engineered Wood Fibar for Various Park Locations (Project 2020-119) pursuant to the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional services, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to render on-call services for the completion of the Project 2020-119. Component parts of the Agreement ("Contract Documents") include the Notice Inviting Bids, Instruction to Bidders, Bid Form, Designation of Subcontractors, Non-Collusion Declaration Form, Public Works Contractor Registration Certification, Contractor's Licensing Statement, Worker's Compensation Insurance Certificate.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional contractor services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **XXXXXX, 2020 to XXXXXX, 2020**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. **The Agreement may be extended for two, one-year period by mutual consent of the District and the Contractor.**

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work performed by Contractor shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Contractor has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Contractor cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the District. The key personnel for performance of this Agreement are as follows:

3.2.5 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat

to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence and if written with an aggregate, the aggregate shall be double per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the District for approval.

The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (b) Automobile Liability Insurance shall be endorsed to provide the following:

- (1) Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.
- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the District except ten (10) days prior written notice shall be allowed for non-payment of premium.

- (5) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.
- (6) Applicability: That the coverage provided therein shall apply to the obligations assumed by the Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- (B) The policy or policies of insurance required by Section 3.2.10.2 (c) Workers' Compensation shall be endorsed, as follows:
 - (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
 - (2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the District except ten (10) days prior written notice shall be allowed for non-payment of premium.

3.2.10.4 Deductible. Any deductible or self-insured retention must be approved in writing by the District and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.5 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.6 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the District. The

District shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

3.2.10.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.8 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the District as an Additional Insured to the Subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in each proposal submitted by Contractor and agreed upon by District. The total compensation of all proposals within the initial Term of this Agreement shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) without written approval of the District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate,

through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District except for the items listed in the scope of work.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" shall be adjusted each year at the time of renewal in accordance with the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County, or at the percentage rate set forth in Exhibit "C."

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished Backflow Prevention Assembly Test Maintenance Reports and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: [CONTRACTOR NAME]
[ADDRESS LINE 1]
[ADDRESS LINE 2]
[CONTRACTOR CONTACT NUMBER]
ATTN: [CONTACT NAME]

District: Valley-Wide Recreation and Park District
901 W. Esplanade Ave.
P.O. Box 907
San Jacinto, California 92581
Attn: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification.

3.5.5.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees, and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Contractor.

3.5.5.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all such aforesaid claims, suits, actions or other legal proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents and/or volunteers as part of any such claim, suit, action or proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its directors, officials, officers, employees and agents and/or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 District's Right to Employ Other Contractors. District reserves right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**VALLEY-WIDE RECREATION
AND PARK DISTRICT**

[CONTRACTOR NAME]

By: _____
Dean Wetter
General Manager

By: _____
Principal

Attest:

Attest:

By: _____
Lanay Negrete
Clerk to the Board of Directors

By: _____
Secretary

EXHIBIT "A"
SCOPE OF SERVICES

NOT APPLICABLE. ALL SERVICES ARE SCHEDULED WITH VALLEY-WIDE RECREATION AND PARK DISTRICT.

EXHIBIT "B"
SCHEDULE OF SERVICES

NOT APPLICABLE. ALL SERVICES ARE SCHEDULED WITH VALLEY-WIDE RECREATION AND PARK DISTRICT.

EXHIBIT "C"
COMPENSATION

NOT APPLICABLE – SEE CONTRACT SECTION ONLY

MEMORANDUM



VALLEY-WIDE
RECREATION AND PARK DISTRICT

GoRecreation.org
AWARD WINNING CALIFORNIA PARKS

TO: Whom It May Concern

FROM: Valley-Wide Recreation and Park District

SUBJECT: Insurance Requirements

Insurance: Each group needs to provide Valley-Wide Recreation and Park District with a Certificate of Insurance naming **Valley-Wide Recreation and Park District** as Additional Insured, (\$1,000,000 General Liability Limit with a \$2,000,000 General Aggregate Limit). Also, must include **Form Number CG2010, Additional Endorsement** with Valley-Wide Recreation and Park District listed as Additional Insured. (Or applicable approved form from the Insurance Carrier.) **A minimum of 10 Days' Notice of Cancellation is required.**

ALSO: Please have the statement: "**Throughout Various Valley-Wide Recreation Facilities**" added to the Description of Operations Box on the certificate of Insurance. (This is to cover the use of all facility sites within our District that may be requested)

Note: Anyone utilizing the facility and having alcohol present, must also include Liquor Liability Coverage on the Certificate of Insurance.

Certificate Holder and Additional Endorsement should name:

Valley-Wide Recreation & Park District
901 W. Esplanade Ave.
San Jacinto, Ca 92582

Please Note: When submitting the Certificate and Additional Endorsement forms to Valley-Wide Recreation, please include the following information on a front cover page or envelope. This will ensure that the forms will be directed to the correct Valley-Wide Recreation site and Supervisor.

Facility SITE: District Office ATTN: James Salvador

Facility Contact Number (for any questions): (951) 654-1505

Facility FAX: (951) 654-5279 Contact EMAIL: JamesS@GoRecreation.org