

Carmichael



RECREATION AND
PARK DISTRICT

CONTRACT SPECIFICATIONS And REQUEST FOR BIDS For:

**LA SIERRA COMMUNITY CENTER PLAY AREA
RENOVATION CONTRACT NO. 19-0005**

**SEALED BIDS DUE: OCTOBER 18, 2019 BY 1:00 PM
BIDS WILL BE OPENED IMMEDIATELY AFTER**

PROJECT MANAGER

JAMES PERRY, Park Services Manager

Carmichael Recreation and Park District

5750 Grant Avenue

Carmichael, CA 95608

(916) 485.5322 x 30(office)

(916) 416.3765 (cell)

jperry@carmichaelpark.com

Note: The County of Sacramento Municipal Services Agency Standard Construction Specifications dated September 2001, revised January 2016 are hereby made a part of these specifications. A copy of the Standard Construction Specifications may be obtained at the cashier's window in Room 105 of the County Administration Building, 827 7th Street, Sacramento, or may be downloaded from the County website at <http://www.saccountyspecs.saccounty.net/Pages/default.aspx>.

**SPECIFICATIONS AND REQUEST FOR BIDS
 CONTRACT NO. 19-0005
 LA SIERRA COMMUNITY CENTER PLAY AREA**

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DIVISION 1 – GENERAL REQUIREMENTS

Note: All portions of the County of Sacramento Municipal Services Agency Standard Construction Specifications, dated September 2001, revised March 2004, revised January 2008, and revised January 2016 are hereby made part of these specifications. Modifications to the Standard Construction Specifications are noted in Section 01000 of these specifications. The Standard Construction Specifications, along with these project specifications, shall be considered as one body of specifications. When Project Specifications and County Standard Specifications are different, Project Specifications will be used.

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NOTICE TO CONTRACTORS

Notice is hereby given that the Carmichael Recreation and Park District of Sacramento County, California, will receive sealed bids as follows:

BID DATE: **OCTOBER 18, 2019**

SUBMIT SEALED BIDS TO: **CARMICHAEL RECREATION AND PARK DISTRICT
5750 GRANT AVENUE
CARMICHAEL, CA 95608
UNTIL 1:00 PM (LOCAL TIME)
BIDS WILL BE OPENED IMMEDIATELY AFTER**

FOR: **LA SIERRA COMMUNITY CENTER
PLAY AREA RENOVATION PROJECT
CONTRACT NO. 19-0005**

ESTIMATED CONSTRUCTION COST: \$280,744.90

CONTRACTOR LICENSE REQUIRED: *CONTRACTOR'S CALIFORNIA LICENSE MINIMUM "CLASS A" REQUIRED*

MANDATORY PRE-BID WALKTHROUGH OCTOBER 9, 2019 AT 10:00 AM ON JOB SITE AT LA SIERRA COMMUNITY CENTER, 5325 ENGLE ROAD, CARMICHAEL CA, 95608

PROJECT DESCRIPTION: The work to be performed under this contract consists of all labor, materials, tools, equipment, and services necessary to complete removal of existing asphalt paving area and basketball standards, clearing, grubbing, grading, preparation and installation of the Play Area Renovation as detailed in the Construction Documents and Specifications.

Award of this contract requires a valid California contractor's license "Class A", as identified above.

Contract Documents, plans and specifications are available at: Sacramento Builders Exchange, District Website <https://www.carmichaelpark.com/la-sierra-community-center-play-area-renovation-project>. The Sacramento County Standard Construction Specifications, which are incorporated by reference into the Contract Documents, may be obtained at the cashier's window in Room 105 of the County Administration Building, 827 7th Street, Sacramento, or may be downloaded from the County website at <http://www.saccountyspecs.saccounty.net/Pages/default.aspx>.

THERE WILL BE A MANDATORY PRE-BID WALKTHROUGH ON OCTOBER 9, 2019 AT 10:00 AM ON THE JOB SITE AT LA SIERRA COMMUNITY CENTER 5325 ENGLE ROAD, CARMICHAEL, CA 95608. THE PROJECT MANAGER WILL BE PRESENT TO PROVIDE A PROJECT SUMMARY AND TO ANSWER QUESTIONS. ATTENDENCE OF ALL POTENTIAL BIDDERS IS REQUIRED AND IS A PRECONDITION TO BID ACCEPTANCE. ALL PRE BID QUESTIONS MUST BE SUBMITTED IN WRITING BY OCTOBER 11, 2019 AT 12:00 PM.

Each bid must be submitted on the bid forms provided in the Contract Documents. Each bid must also be accompanied by security in the form of a bid bond issued by a surety qualified to issue security bonds in the State of California, or a certified check, or cashier's check payable to the Carmichael Recreation and Park District, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid.

The successful bidder shall also be required to execute a Material and Labor Payment Bond and a Performance Bond, issued by a corporate surety, acceptable to the Carmichael Recreation and Park District, each for not less than one hundred percent (100%) of the contract price.

As of July 1, 2014, Public Contract Code Section 4104(a) (1) requires that any person making a bid must submit the name, location of the place of business, and the subcontractor's license number on the bid form.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Regulations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to California Contract Code, Section 22300, the contractor may at its own expense, substitute securities for any money being withheld by the Carmichael Recreation and Park District to ensure performance under this contract.

Every contractor will be required to secure the payment of workers compensation to his or her employees. Labor Code Section 1860.

This is a construction project in accordance with Section 1771.5 of the California Labor Code.

Pursuant to the California Labor Code Section 1720 and following, and Section 1770 and following, the successful bidder **shall not pay less than prevailing rate of per diem wages** as determined by the Director of California Department of Industrial Relations. Copies of the prevailing wage determinations are available on the internet at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

The District reserves the right to reject any or all bids, to waive any informality in any bid; and to determine which bid, in their judgment is the lowest qualified bid of a responsible bidder.

In soliciting bids, it is the intent of the Carmichael Recreation and Park District to provide the best possible service to the public. The award will be made on the base bid only and to the lowest responsible bidder, who in the discretion of the District will perform the work consistent with the contract and in the best interest of the District and the public. Therefore, proposals will be evaluated on various criteria to ensure that all of the needs of the District are met. **The District will make a determination of the low responsible bid upon the basis of the base bid only. The District retains the right to not include all alternates and/or deductive items in the contract amount depending upon the financial and/or budgetary restrictions of the District. Recent successful experience at work similar in nature and scope, and the quality of operations will weigh heavily in determination of the lowest responsible bidder.**

Please submit all pre-bid questions **in writing by October 11, 2019 by 12:00 PM** to the Project Manager, James Perry, Park Services Manager at 5750 Grant Avenue, Carmichael, CA 95608, jperry@carmichaelpark.com (916) 485-5322 x 30.

By order of the Advisory Board of Directors of the Carmichael Recreation and Park District of the County of Sacramento, California, dated September 19, 2019.

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HAVE YOU?



USED THE CORRECT PROPOSAL? A REVISED PROPOSAL IS SOMETIMES ISSUED BY ADDENDUM.

CHECKED YOUR UNIT PRICES FOR CORRECT PLACEMENT OF DECIMAL POINTS?

CHECKED YOUR ARITHMETIC?

ACKNOWLEDGED RECEIPT OF ALL ADDENDA, IF ANY, IN THE SPACE PROVIDED?

SIGNED THE PROPOSAL IN THE SPACE PROVIDED?

INCLUDED WITH YOUR PROPOSAL A BIDDER'S BOND, CERTIFIED CHECK OR CASHIER'S CHECK IN AN AMOUNT NOT LESS THAN TEN PERCENT (10%) OF THE AMOUNT BID (INCLUDING ANY ALTERNATE BID)?

PROVIDED ALL INFORMATION CALLED FOR IN THE ATTACHMENT "A" DESIGNATION OF SUBCONTRACTORS (INCLUDING "% OF CONTRACT", IF SHOWN ON THE FORM)?

CAUTION: FAILURE TO COMPLY WITH THESE REQUIREMENTS ON PAST PROJECTS HAS RESULTED IN THE REJECTION OF BIDS. IT IS EXTREMELY IMPORTANT THAT THE BIDDER COMPLETE ALL PORTIONS OF THE PROPOSAL AND CHECK ALL ENTRIES.

FIRM NAME _____

**CARMICHAEL RECREATION AND PARK DISTRICT
BID FORM**

**CRPD CONTRACT NO. 19-0005
LA SIERRA COMMUNITY PLAY AREA RENOVATION
PROJECT**

SUBMIT SEALED BID TO:

Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608

NO LATER THAN: 1:00 PM (LOCAL TIME; ON OCTOBER 18, 2019)

To: District Administrator
Carmichael Recreation and Park District
State of California

I. BID:

Pursuant to your published NOTICE TO CONTRACTORS for the above-referenced project, and in accordance with the approved Plans and Specifications for that project, the following bid for said entire project is hereby submitted by the firm indicated in Part VII (Contractor Information) of this Bid Form.

Bid items and amounts appear on Bid Sheet 2 and 3.

**SUBMIT THIS SHEET AS PART OF YOUR BID
BID SHEET 1 OF 6**

FIRM NAME _____

**CRPD CONTRACT NO. 19-0005
SCHEDULE OF VALUES WORK ITEMS
LA SIERRA COMMUNITY CENTER PLAY
AREA RENOVATION PROJECT**

BID ITEMS

Materials in compliance with Carmichael Park Construction Documents for the following line Items:

BASE BID ITEMS	QTY.	UNIT	PRICE PER UNIT	COST
PREPARATION AND CONSTRUCTION BASE BID				
Site Demolition	1	LS		
Rough & Finish Grading	1	LS		
Site Layout and Staking	1	LS		
Concrete Paving	194	SF		
Asphalt Paving	20,572	SF		
Sport Court Striping & Colored Paint	1	LS		
6" Concrete Mowcurb	230	LF		
V-Gutter	293	LF		
Basketball Standards, Backboards, and Goals	1	LS		
Tetherball Post with Ball	1	LS		
Ball Wall	1	LS		
Re-Install Drinking Fountain	1	LS		
Turf Sod Repair	1	LS		
Bark Mulch (at new asphalt edge)	6	CY		
Irrigation Repair/Renovation	1	LS		

TOTAL, BASE BID ONLY _____

**SUBMIT THIS SHEET AS PART OF YOUR BID
BID SHEET 2 OF 6**

FIRM NAME _____

CRPD CONTRACT NO. 19-0005

ADD ALTERNATE ITEMS	QTY.	UNIT	PRICE PER UNIT	COST
ADD ALTERNATE #1-Phase II Exercise Area				
Demo (E) Turf Area & Post & Cable Fencing	1	LS		
Rough and Finish Grading	1	LS		
Site Layout and Staking	1	LS		
Fitness Equipment (10 piece set)	1	Allow		
Rubber Pour-In-Place Surfacing	2,264	SF		
Sump Drain	2	EA		
Grouted Cobble Band	1	LS		
Decomposed Granite Paving	10	CY		
V-Gutter	59	LF		
6" Mowcurb	115	LF		
8" Mowcurb	185	LF		
Steel Header	171	LF		
Post and Cable Fence (at Access Driveway)	108	LF		
Irrigation System	2,068	SF		
Bark Mulch	19	CY		
Groundcover - 1 gallon	30	EA		
Groundcover - 2 gallon	8	EA		
Shrubs - 5 gallon	91	EA		
24" Box Trees	8	EA		
Stepping Stones	18	EA		
6' Bench	2	EA		
			Total	\$
ADD ALTERNATE #2 Post and Cable Fence at Maintenance Parking Area				
Demo (E) Post and Cable Fence	1	LS		
Post and Cable Fence	108	LF		
			Total	\$

**SUBMIT THIS SHEET AS PART OF YOUR BID
 BID SHEET 3 OF 6**

FIRM NAME _____

CRPD CONTRACT NO. 19-0005

II. ADDENDA:

Acknowledgment is hereby made of receipt and incorporation of addendum number ___ through ___ into this Bid.

III. BID GUARANTY

Each bid must be submitted on the bid forms provided in the Contract Documents. Each bid must also be accompanied by security in the form of a bid bond issued by a surety qualified to issue security bonds in the State of California, a certified check, or cashier's check payable to the Carmichael Recreation and Park District, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid. This security will be forfeited if the successful bidder refuses to enter into a contract after being requested to do so by the District. The successful bidder shall also be required to execute a Material and Labor Payment Bond and a Performance Bond, issued by a corporate surety, acceptable to the Carmichael Recreation and Park District, each for not less than one hundred percent (100%) of the contract price. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. (See Paragraph VIII of Agreement for Details).

IV. AFFIDAVIT OF NONCOLLUSION:

The bidder swears and deposes that he or she is the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive for sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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 any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

V. SUBCONTRACTOR LISTING:

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the subcontractors listed on the Bid Form will perform the indicated work on the project.

**SUBMIT THIS SHEET AS PART OF YOUR BID
BID SHEET 4 OF 6**

FIRM NAME _____

CRPD CONTRACT NO. 19-0005

VI. TYPE OF BUSINESS (Check One)

- () CORPORATION – STATE OF INCORPORATION _____
- () PARTNERSHIP
- () JOINT VENTURE
- () PRIVATE INDIVIDUAL
- () INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

VII. CONTRACTOR INFORMATION

Firm Name _____

Note: In addition, place name on Sheet 1 where space is provided

Address _____

Telephone () _____ Fax () _____

Contractor's License Number _____

Contractor's License Expiration Date _____

Contractor's License Classification _____

Contractor's Federal Tax I. D. Number _____

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE.

BID AND CERTIFICATION SUBMITTED _____

DATE

SIGNATURE _____

AUTHORIZED REPRESENTATIVE

PRINT OR TYPE NAME

TITLE _____

Please provide and attach three (3) references with contact information of similar rent work experience (within five years).

**SUBMIT THIS SHEET AS PART OF YOUR BID
BID SHEET 5 OF 6**

GENERAL REQUIREMENTS

1.00 RESPONSIBILITIES AND SPECIAL PROVISIONS

1. Work will be inspected by the Carmichael Recreation and Park District Project Manager and shall conform to Sacramento County Construction Standards and special provisions of this contract.
2. The project timeline is **November 8, 2019** through **January 10, 2020**. Submitted bid must be **good for 90 days**.
3. Bid Bond, Performance Bond and Payment Bond must be submitted on the forms supplied by the Park District.
4. A Building Permit is required for the construction of the **Ball Wall**. The District has obtained the permit. The contractor is responsible for scheduling all inspections including the final inspection.
5. Contractor shall keep areas outside of the construction fencing free of debris and hazards at all times.
6. A restroom will be available at the site for contractor use. No electrical service will be provided.
7. References: Provide and attach three references with contact information of similar recent work experience (within five years).
8. Contractor will be responsible for ***disposal and removal of all materials*** including packaging associated with all grubbing, demolition and construction too.
9. Add Alternate #1 shall consist of: Fitness area as described in Bid Sheet Number 2.
10. Add Alternate #2 shall consist of: Post and Cable Fence at Maintenance parking area as described in Bid Sheet Number 2.
11. Prevailing Wage: This contract is prevailing wage. The contract is subject to the DIR regulations for public works contractors. Contractor must provide a certified electronic copy of each payroll to the State of California, Department of Industrial Relations as set forth in section 1725.5. Contractor ***must also*** submit a certified copy of payroll to the Carmichael Recreation and Park District before final payment is processed.
12. A minimum Class "A" contractor's license is required to bid on this project.

1.01 SCOPE OF WORK

Contractor shall only provide a base bid and add alternate bids as identified on the plans and in these bid documents. The work to be performed under this contract consists of all labor, materials, tools, equipment, and services necessary to complete the demolition, clearing, grubbing, grading, preparation and installation of the Play Area Renovation at La Sierra Community Center as detailed in the Construction Documents and Specifications.

1.02 PROJECT LOCATION

La Sierra Community Center, 5325 Engle Road, Carmichael CA, 95608 is located on the North side of Engle Road between Walnut Avenue and Garfield Avenue.

1.03 PLAY AREA RENOVATION CONSTRUCTION DRAWINGS

Construction Drawings entitled: Carmichael Recreation and Park District,
La Sierra Play Area Renovation
5325 Engle Road

Drawing Sheet Numbers: LC.1, LC.2, LC.3, L1.1, L1.2, L2.1, L2.2, L2.3, L2.4, L2.5, L2.6, L2.7, L3.1, L3.2,
L4.1, L4.2, L4.3, L4.4

1.04 AGREEMENT

An agreement for “La Sierra Community Center Play Area Renovation Contract” is provided as **PAGES 25 THROUGH 46** of these specifications.

1.05 INSURANCE REQUIREMENTS

Before beginning any work, the contractor shall furnish or have on file, satisfactory certificates of insurance. The certificates must be held by the Carmichael Recreation and Park District and must remain in effect for the duration of the contract. See Contract 19-0005, Exhibit B. The Standard Insurance Accord Form is acceptable.

1.06 PREVAILING WAGES

Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers and mechanics employed by them in the execution of the Agreement in accordance with the provisions of Article 2 (commencing with Section 1770) of Chapter 1 of Part 7 of Division 2 of the California Labor Code.

Contractor shall keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor and any subcontractors in connection with the execution of this Agreement or any subcontract.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Every contractor will be required to secure the payment of workers compensation to his or her employees. Labor Code Section 1860.

The contractor shall post the applicable prevailing wage rate on the project site. Labor Code Section 1771.4.

This is a (*construction/alteration/demolition/repair/maintenance*) project in accordance with Section 1771, 1774-1776, 1777.5, 1813 and 1815 of the California Labor Code.

Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are

available on the internet at <http://www.dir.ca.gov/DLSR/PWD>.

The Contractor and subcontractors must submit electronic certified payroll records to the Labor Commissioner, Division of Labor Standards Enforcement pursuant to Labor Code 1725.5.

1.07 TIME OF COMPLETION

Time is of the essence for this work. The District, at the time of bid opening, will announce the Apparent Low Bidder. The District will require up to three (3) business days from the opening of sealed bids to evaluate the contractor with the apparent low bid, for compliance with the contract requirements and also of the contractor's guarantees of bonding and insurance. Upon acceptance of the bid from the responsible low bidder, the District will award the contract. The contractor will be notified by e-mail. The District will then issue a Notice to Proceed (NTP) and allow 10 days for the Contractor to mobilize and begin work on the project, from the date of District acceptance. Contractor shall then complete this work within **sixty (60) calendar days** from the date of mobilization. Contractor may work Monday through Friday, between the hours of 7 AM and 7 PM Saturday between the hours of 9 AM and 5 PM.

1.08 AWARD OF CONTRACT

In awarding a contract for this work, it is the intent of the Carmichael Recreation and Park District to provide the best possible service to the public. The award will be made to the contractor who in the discretion of the District will perform the work consistent with the specifications and in the best interest of the District and the public, and who furnishes satisfactory evidence of the requisite experience and ability. Therefore, proposals will be evaluated on various criteria in addition to actual cost to ensure that the needs of the District are met. The District will consider such factors as, but not limited to, contractor's experience on projects similar in nature and references from other customers.

The District will make a determination of the low bid upon the basis of the base bid only. Alternates or deductive items will not be considered in determining the low bid. The District retains the right to not include alternates and/or deductive items in the contract amount depending upon the financial and/or budgetary restrictions of the District.

1.09 DEFINITION

Substitute the word "District" in lieu of "Architect", "Agency", "Engineer", and "County" in the Sacramento County Standard Construction Specifications.

1.10 MODIFICATIONS TO COUNTY STANDARD CONSTRUCTION SPECIFICATIONS

Modifications shall be made to the County of Sacramento Standard Construction Specifications as follows:

2-3 EXAMINATION OF PLANS, SPECIFICATIONS, AND REQUIRED SITE VISIT The following statement shall be added to this section:

Prospective contractors are required to contact *Project Manager, James Perry, Park Services Manager, Carmichael Recreation and Park District, telephone (916) 485-5322 x 30* to participate in a mandatory pre-bid on-site walk through.

Prospective contractors may pick up Contract Documents at the Sacramento Builders Exchange, **District Website at:** <https://www.carmichaelpark.com/la-sierra-community-center-play-area-renovation-project> or by email request to tojperry@carmichaelpark.com before the mandatory pre-bid on-site walk through at 10:00 am on October 9, 2019. All pre-bid questions must be submitted in writing by 12:00 PM on- October 11, 2019.

4-3 CONFORMANCE WITH CODES AND STANDARDS

Add to the Applicable Standards and Regulations “The UMC”.

6-10 PERMITS AND LICENSES

1.Contractors are required to have a minimum of a “Class A” license. Minimum of (5) years’ experience in the installation of similar projects.

2.Building Permit. A Building Permit is required for the construction of the Ball Wall. The District has obtained the permit. The contractor is responsible for scheduling all inspections including the final inspection.

1.11 ACCURACY OF DRAWINGS AND SPECIFICATIONS

The existing conditions depicted on the drawings and specifications are developed from record information. Exact locations, distances, dimensions, elevations, etc., shall be governed by actual field conditions and verified by the contractor.

1.12 UTILITIES

A restroom will be provided for the contractor. All electrical service requirements will be the responsibility of the contractor.

1.13 STORAGE OF SUPPLIES, MATERIALS, EQUIPMENT, ETC.

The Contractor shall obtain the prior approval of the District for any park property, area or space required for Contractor’s storage during construction operations. The contractor shall not store their materials, equipment, etc. on County roads or right of ways, or in any location which could interfere with the conduct of normal functions of the facility, and shall not constitute a hazard to persons or property. Any required safety precautions such as signs, danger signals, lanterns, barricades, etc., shall be installed by the Contractor during construction operations. Contractor shall store equipment/materials on site at their own risk. Security for the site will not be provided by the District.

1.14 UNUSUAL SITE CONDITIONS

The Contractor shall immediately, and before the site is disturbed, notify the Carmichael Recreation and Park District verbally and within two (2) hours in writing if the Contractor suspects or detects that the site contains:

Material the Contractor believes may be hazardous waste as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

Material the Contractor believes may be hazardous material such as, but not limited to, asbestos, PCB's, hydrocarbon contaminated soils, lead based paint, solvents, chemicals, etc.

Sub-surface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.

Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The Carmichael Recreation and Park District shall promptly investigate the conditions, and if the District finds that the conditions do materially differ or do involve hazardous material or hazardous waste, the District shall issue a change order, increasing or decreasing contract time or cost or both, as appropriate, as provided in Section G7-12 of the County of Sacramento Standard Construction Specifications.

1.15 SCHEDULE OF WORK AND LIMITATIONS

During the progress of work, the surrounding facilities shall be maintained without interruption, except by specific arrangement with the District and then only at times as approved in writing by the District.

The Contractor shall coordinate the work of this contract through the Project Inspector/Project Manager assigned by the District.

The Contractor will be allowed to work Monday through Friday between the hours of 7 AM and 7 PM; Saturdays between the hours of 9 AM and 5 PM.

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ARCHITECTURAL SPECIFICATIONS

DIVISION 01 THROUGH DIVISION 32: Specifications are listed in the La Sierra Community Center Play Area Renovation Improvements Specifications Handbook as a separate PDF.

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BIDDER'S BOND

We, _____, as principal, and _____, as Surety are bound unto the Carmichael Recreation and Park District, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid including additive alternates, if any, of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the obligee for the *La Sierra Community Center Play Area Renovation, located at 5325 Engle Road, Carmichael, CA 95608,*

for which; bids are to be opened at Carmichael, CA on *October 18, 2019.*

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specification, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

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

Dated: _____, 20__

By: _____

Principal: _____

APPROVED AS TO FORM:

Surety: _____

*County Counsel
County of Sacramento*

Address: _____

Telephone: _____

Attorney in Fact: _____

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF CONTRACTOR AND SURETY.

PAYMENT BOND

BOND NO.: _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Carmichael Recreation and Park District, a park district existing under authority of Public Resources Code § 5780 et seq, hereinafter referred to as "Obligee" has, on _____ awarded to _____, hereinafter referred to as "Principal," a contract for the La Sierra Community Center Play Area Renovation Project, 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, the Principal and _____ as Surety, are held and firmly bound unto the Obligee in the penal sum of _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, 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.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one(1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for the value received hereby stipulates and agrees that no change, extension of time, alteration, or additional to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, 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

specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2019, the name and corporate seals of each corporate party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal: _____

Signature for Principal: _____

Title of Signatory: _____

(SEAL)

Surety: _____

Signature of Surety: _____

Title of Signatory: _____

(This bond must be submitted in sets of two, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. Bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

PERFORMANCE BOND

BOND NO.: _____

KNOW ALL PERSONS BY THESE PRESENTS, that:

WHEREAS, the **Carmichael Recreation and Park District**, a park district existing under authority of Public Resources Code § 5780 et seq, hereinafter referred to as “Obligee” has, on _____ awarded to _____, hereinafter referred to as “Principal” a contract for the La Sierra Community Center Play Area Renovation Project, 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 the Principal, and _____ as Surety, are held and firmly bound unto the Obligee in the penal sum of _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his/her or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall indemnify and save harmless the Obligee, its officers, employees, and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

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 specifications accompanying the same shall, in any way, 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 specifications. Said Surety hereby waives the provision of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2019, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal: _____

Signature for Principal: _____

Title of Signatory: _____

(SEAL)

Surety: _____

Signature of Surety: _____

Title of Signatory: _____

(This bond must be submitted in sets of two, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. Bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

**AGREEMENT FOR
CARMICHAEL RECREATION AND PARK DISTRICT
LA SIERRA COMMUNITY CENTER PLAY AREA RENOVATION PROJECT**

THIS AGREEMENT is made and entered into on _____ 2019, by and between the **CARMICHAEL RECREATION AND PARK DISTRICT**, a park district existing under authority of Public Resources Code § 5780 et seq., hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the Advisory Board of Directors for DISTRICT ("Advisory Board") heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the Advisory Board did cause to be published for the time and in the manner required by law, a Notice inviting sealed bids for the performance of said work; and

WHEREAS, CONTRACTOR, in response to such Notice, submitted to the Advisory Board within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Advisory Board opened and canvassed in the manner provided by law; and

WHEREAS, CONTRACTOR was the lowest responsible bidder for the performance of said work, and said Advisory Board as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to a contract therefor; and

WHEREAS, CONTRACTOR has proposed to provide the requested services for the compensation to be provided herein; and

WHEREAS, pursuant to Government Code Section 31000, the DISTRICT is authorized to contract for specific special services with persons specially trained, experienced and competent to perform such services; and

WHEREAS, pursuant to Resolution #2017-0010, the Sacramento County Board of Supervisors authorized DISTRICT to execute construction agreements; and

WHEREAS, DISTRICT and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth,

DISTRICT and CONTRACTOR agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be January 10, 2020. DISTRICT'S Administrator is authorized to amend this Agreement to extend the term.

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO DISTRICT:

TO CONTRACTOR:

Attn: Mike Blondino,
District Administrator
Carmichael Recreation & Park District
5750 Grant Ave.
Carmichael, CA 95608

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and

credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.

- B. CONTRACTOR further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or DISTRICT government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

7. PREVAILING WAGES

CONTRACTOR shall comply with the provisions of the California Labor Code, specifically, but not limited to, Chapter 1, commencing at Section 1720, of Part 7 of Division 2 (payment of prevailing wages). The prevailing rates for per diem wages shall be those rates determined by the Director of the California Department of Industrial Relations.

8. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

9. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR provided hereunder shall be the exclusive property of DISTRICT and shall be delivered to DISTRICT upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by DISTRICT. DISTRICT recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

10. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-

employee relationship exists by reason of this Agreement.

- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the DISTRICT to employees of the DISTRICT.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this Agreement.

11. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the DISTRICT with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number or federal tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

12. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding CONTRACTOR's

employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

- B. CONTRACTOR's failure to cure such default within 90 days of notice by DISTRICT shall be grounds for termination of this Agreement.

13. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from DISTRICT: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between DISTRICT and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from DISTRICT, CONTRACTOR agrees to indemnify and hold harmless DISTRICT from any and all claims that may be made against DISTRICT for such benefits.

14. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that DISTRICT has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against DISTRICT should SCERS modify or terminate retirement benefits based on CONTRACTOR'S provision of services under this Agreement.

15. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

16. LOBBYING AND UNION ORGANIZATION ACTIVITIES

A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

- B. If services under this Agreement are funded with state funds granted to

DISTRICT, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

17. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures DISTRICT that CONTRACTOR and any sub-CONTRACTORS shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

18. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of

anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims to the extent caused by the active negligence of an Indemnified Party where such indemnification would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's subcontractors or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

19. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that DISTRICT shall not pay any sum to CONTRACTOR under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

20. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by DISTRICT in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice in accordance with the procedures prescribed by DISTRICT on a monthly basis for services performed during the previous month. Invoices shall be submitted to DISTRICT no later than the fifteenth (15th) day following the invoice period, and DISTRICT shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. DISTRICT operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by DISTRICT unless

CONTRACTOR has obtained prior written DISTRICT approval to the contrary.

- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, DISTRICT may withhold payment until such non-compliance has been corrected.

21. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from DISTRICT before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by DISTRICT for the performance of any subcontractor whether approved by DISTRICT or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of DISTRICT.

22. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon DISTRICT unless agreed in writing by DISTRICT'S Administrator and counsel for DISTRICT.

23. SUCCESSORS

This Agreement shall bind the successors of DISTRICT and CONTRACTOR in the same manner as if they were expressly named.

24. TIME

Time is of the essence of this Agreement.

25. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or

interpreted more favorably for one party on the basis that the other party prepared it.

26. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. DISTRICT shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

27. TERMINATION

- A. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. DISTRICT may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the DISTRICT is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in DISTRICT's yearly proposed and/or final budget are not appropriated by

DISTRICT for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.

D. If this Agreement is terminated by DISTRICT under paragraph (A) or (C) above:

1. CONTRACTOR shall cease rendering services pursuant to this Agreement as of the termination date.
2. CONTRACTOR shall deliver to DISTRICT copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
3. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

E. If this Agreement is terminated under paragraphs (A) or (C), above, CONTRACTOR shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of the Compensation and Payment of Invoices Limitations provision of this Agreement.

F. The DISTRICT'S Administrator has authority to terminate this Agreement under paragraphs (A), (B), or (C), above.

28. REPORTS

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DISTRICT'S Administrator concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. DISTRICT shall explain procedures for reporting the required information.

29. AUDITS AND RECORDS

Upon DISTRICT'S request, DISTRICT or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as DISTRICT deems necessary to determine CONTRACTOR'S compliance with legal and contractual

requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon DISTRICT'S request at DISTRICT'S expense. DISTRICT shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR'S financial and program records related to this Agreement.

30. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

31. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

32. FORCE MAJEURE

Neither CONTRACTOR nor DISTRICT shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

33. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

34. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and

warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

35. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

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SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

“DISTRICT”

“CONTRACTOR”

**Carmichael Recreation & Park District,
a park district existing under authority
and of Public Resources Code
§ 5780 et seq.**

By: _____
Mike Blondino, District Administrator

By: _____

Date: _____

Date: _____

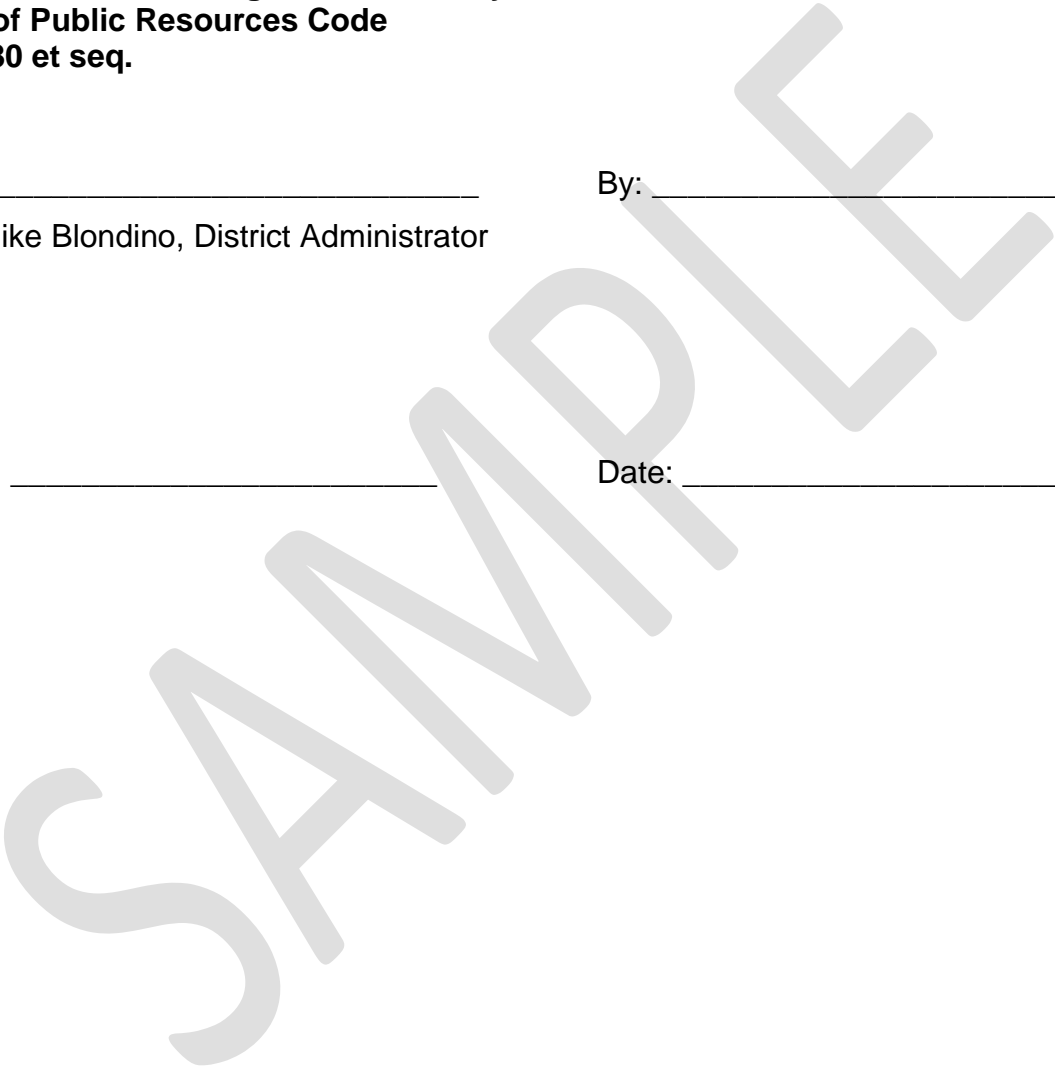


EXHIBIT A to Agreement

SCOPE OF SERVICES

1. SERVICE LOCATION(S)

Facility Name(s): LA SIERRA COMMUNITY CENTER – PLAY AREA
RENOVATION PROJECT
Street Address: 5325 ENGLE RD.
City and Zip Code: CARMICHAEL, CA 95608

2. SCOPE

- A. Contractor will furnish all labor, materials, services, transportation, mechanical workmanship, required for CONTRACT NO. 19 -0005, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement.
- B. The DISTRICT’S Administrator or designee, may negotiate with CONTRACTOR and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of DISTRICT.

3. SCHEDULE

CONTRACTOR shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between DISTRICT and CONTRACTOR.

4. RESPONSIBILITIES OF DISTRICT AND CONTRACTOR FOR SCOPE

- A. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Sacramento County Engineer, The Landscape Architect or the Park District Project Manager, who shall have the right to reject any and all materials and supplies furnished by the CONTRACTOR which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which is not, either in workmanship or material, in strict accordance with said plans and specifications.

B. CONTRACTOR shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the DISTRICT shall not be deemed to constitute acceptance or waiver by the DISTRICT of any error or omission as to such work. CONTRACTOR shall coordinate the activities of any subcontractors.

5. AUTHORITY OF CONTRACTOR PERFORMING SCOPE OF WORK

CONTRACTOR is retained to provide and perform the scope of services covered by this Agreement. CONTRACTOR, including CONTRACTOR’S assigned personnel, shall have no authority to represent DISTRICT or DISTRICT staff at any meetings of public or private agencies unless an appropriate DISTRICT official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONTRACTOR shall possess no authority or right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligations whatsoever. DISTRICT is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

6. PUBLICATION OF DOCUMENTS AND DATA

CONTRACTOR shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the DISTRICT without the prior written consent of DISTRICT, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the DISTRICT or CONTRACTOR.

7. PROJECT PERSONNEL

DISTRICT PROJECT PERSONNEL:

Project Manager: James Perry, Park Services Manager
Cell phone: (916) 416-3765
jperry@carmichaelpark.com

Administrator: Mike Blondino, District Administrator
(916) 485-5322 x 30
mblondino@carmichaelpark.com

CONTRACTOR PERSONNEL CONTACTS:

EXHIBIT B to Agreement

CARMICHAEL RECREATION AND PARK DISTRICT INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONTRACTOR, its agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

CONTRACTOR shall furnish DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to the certificates provided.** DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by DISTRICT before performance commences. DISTRICT reserves the right to require that CONTRACTOR provide complete, copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by DISTRICT Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Deductibles and Self-Insured Retention

Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by DISTRICT.

5. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

6. All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu

of any required policy of insurance if, in the opinion of the Risk Manager, the interests of DISTRICT and the general public are adequately protected.

- b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide DISTRICT with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

CONTRACTOR is required by this Agreement to immediately notify DISTRICT if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

- 7. Commercial General Liability and/or Commercial Automobile Liability:
 - a. ADDITIONAL INSURED STATUS: DISTRICT and the County of Sacramento, and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured Party," and collectively "Additional Insured Parties"), are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties
 - b. PRIMARY INSURANCE: For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects any insurance or self-insurance maintained by the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
 - c. SEVERABILITY OF INTEREST: CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - d. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

8. Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Additional Insured Parties which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against the Additional Insured Parties.

9. Property omitted.

10. Notification of Claim

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, CONTRACTOR shall give prompt and timely notice thereof to DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

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EXHIBIT C to Agreement

COMPENSATION

1. MAXIMUM PAYMENT TO CONTRACTOR

The Maximum Total Payment Amount under this Agreement is: \$ _____

2. COMPENSATION COMPONENTS

Includes the labor, materials and supplies to perform contracted services.

3. ITEMIZED TASKS AND SUBTASKS

If CONTRACTOR'S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of DISTRICT'S Project Manager. CONTRACTOR shall promptly notify DISTRICT'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. DISTRICT'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

4. WORK NOT IN SCOPE OF SERVICES

CONTRACTOR shall immediately notify the DISTRICT'S Project Manager in writing of any work that the DISTRICT requests to be performed that CONTRACTOR believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the DISTRICT'S Administrator approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONTRACTOR'S compensation is approved and executed by both parties.

5. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION omitted.

6. SUBMISSION OF INVOICES

CONTRACTOR shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608
Attn: Accounts Payable

CONTRACTOR shall include the following information on all invoices:

Project Name: La Sierra Community Center Play Area Renovation Project
Date of Invoice Submission
Time Period Invoice Covers
Services Provided and Respective Compensation Requested
Any other information deemed necessary by CONTRACTOR and/or DISTRICT.

DISTRICT may change the address to which subsequent invoices shall be sent by giving written notice designating a change of address to CONTRACTOR, which shall be effective upon receipt.

7. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, DISTRICT shall address and submit payments to CONTRACTOR at address in the Notice provision of this Agreement.

CONTRACTOR may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to DISTRICT, which shall be effective upon receipt.

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