RANCHO SIMI RECREATION AND PARK DISTRICT

BOARD OF DIRECTORS
BUDGET WORKSHOP

THURSDAY, MAY 25, 2017 – 5:30 P.M.

SYCAMORE DRIVE COMMUNITY CENTER, REC ROOM
1692 SYCAMORE DRIVE, SIMI VALLEY, CALIFORNIA

AGENDA

I. CALL TO ORDER

II. PUBLIC DISCUSSION

III. (A) REVIEW AND DISCUSSION OF THE DISTRICT’S ANNUAL MAINTENANCE ASSESSMENT PROCEDURES AND ENGINEER’S REPORT

(B) REVIEW AND DISCUSSION OF THE DISTRICT’S PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2017-18 AND SIGNIFICANT CHANGES FROM PREVIOUS YEAR’S BUDGET

(C) REVIEW AND DISCUSSION OF THE DISTRICT’S PROPOSED MAINTENANCE AND PLANNING PROJECT PRIORITIES FOR FISCAL YEAR 2017-18

(D) REVIEW AND DISCUSSION REGARDING DISTRICT’S LARGE PROJECTS IN ANTICIPATION OF DEVELOPMENT OF THREE-YEAR PLAN

IV. APPROVAL OF AWARD OF CONTRACT FOR WEED ABATEMENT SERVICES AT VARIOUS DISTRICT PARKS AND OPEN SPACE AREAS

V. ITEMS FROM THE DISTRICT MANAGER (INFORMATIONAL ONLY)

VI. ITEMS FROM THE BOARD OF DIRECTORS (INFORMATIONAL ONLY)

VII. ADJOURNMENT

If any individual has a disability that may require accommodation to participate in this meeting, please contact Human Resources at 805/584–4400. Upon advance notification of the need for accommodation, reasonable arrangements will be made to provide accessibility to the meeting.
RANCHO SIMI RECREATION AND PARK DISTRICT
INTEROFFICE MEMORANDUM

DATE: May 25, 2017
TO: District Manager
FROM: Director of Planning and Maintenance
SUBJECT: Approval of Award of Contract for Weed Abatement Services at Various District Parks and Open Space Areas

Background and Overview:

At its meeting of April 20, 2017, the District’s Board of Directors authorized Staff to solicit bids for Weed Abatement Services at Various District Parks and Open Space Areas in Simi Valley and Oak Park, California. This work is required each year and involves performing weed abatement and brush clearance services on properties owned by the Park District that are adjacent to private residential homes and developments.

A Notice Inviting Bids was published in the Ventura County Star on April 23, 2017. A total of 6 contractors received bid packages for the project.

On May 16, 2017, sealed, written bids were received from the following contractors:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Simi Valley Parcels</th>
<th>Oak Park Parcels</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oakridge Landscape, Valencia</td>
<td>$16,113.00</td>
<td>$14,981.00</td>
<td>$31,094.00</td>
</tr>
<tr>
<td>Premier Tree and Landscape, Simi Valley</td>
<td>$16,650.00</td>
<td>$16,242.00</td>
<td>$32,892.00</td>
</tr>
</tbody>
</table>

The apparent low bidder, Oakridge Landscape, has previous experience working for the Park District with the successful completion of last year’s Weed Abatement Services contract (FY 15-16).

This year’s base bid proposal price ($31,094.00) in comparison to last year’s weed abatement contract ($31,891.39) yields a savings of $797.39 to the Park District. It should be noted that this year’s bid package included an expanded scope-of-work for the Oak Park area that includes additional weed abatement areas requested by the Ventura County Fire Protection District.
Fiscal Impact:

Adequate funds are included in the District’s approved FY 2016-17 Annual Budget to cover all weed abatement expenses using the following accounts:

1. Simi Valley General Fund (Fund 10) for Grounds Maintenance Contract Services in the amount of $20,000.00.

2. Oak Park Assessment Fund (Fund 30) for Grounds Maintenance Contract Services in the amount of $20,000.00.

Board Action Requested:

That the Board:

1. Award a contract for Weed Abatement Services at Various District Parks and Open Space Areas – Simi Valley and Oak Park, CA to Oakridge Landscape in the amount of $31,094.00.

3. Authorize the District Manager to execute an Agreement with the awarded firm on behalf of the District and to amend the Agreement for project contingencies in an amount not to exceed approximately 24.12% of the contract award or $7,500 for any additional weed abatement requested by the Ventura County Fire Protection District and/or recommended by District staff. The total allocation for the contract is therefore $38,594.00.

Wayne Nakaoka
Director of Planning and Maintenance
Agreement for Weed Abatement

Services at Various District Parks

and Open Space Areas

Simi Valley and Oak Park, CA
RANCHO SIMI RECREATION AND PARK DISTRICT
PUBLIC WORKS CONTRACT PROJECT
WEED ABATEMENT SERVICES AT VARIOUS DISTRICT PARKS AND OPEN SPACE AREAS

THIS AGREEMENT "Agreement" is made and entered into this ______ day of __________________, 2017, by and between the RANCHO SIMI RECREATION AND PARKS DISTRICT, a public body corporate and politic, located in the County of Ventura, State of California hereinafter called DISTRICT, and OAKRIDGE LANDSCAPE INC., a California Corporation, located at 28064 Ave. Stanford, Unit K, Valencia, CA 91355, hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

DISTRICT, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before May 16, 2017, for the following:

Weed Abatement Services at Various District Parks and Open Space Areas
Simi Valley and Oak Park, California

in the City of Simi Valley, California and portions of unincorporated Ventura County, including the community of Oak Park, California, hereinafter called PROJECT.

At the hour of 2:00 P.M. on said date, in the DISTRICT offices, said bids were duly opened.

At its special meeting held on May 25, 2017, the DISTRICT Board of Directors duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I

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

All of the rights and obligations of the DISTRICT and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

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

ARTICLE II

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

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the total amount of THIRTY-ONE THOUSAND, NINETY-FOUR DOLLARS AND NO/00 ($31,094.00), based upon those certain unit prices set forth in CONTRACTOR’s Bid Schedule, a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising form actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. DISTRICT shall retain five percent (5%) of said contract price until said time as the provisions of Article XIII herein have been met.

ARTICLE IV

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

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

ARTICLE V

CONTRACTOR shall commence work within fifteen (15) calendar days from the DISTRICT Notice to Proceed and shall complete work on the PROJECT within thirty (30) consecutive calendar days after commencement.

ARTICLE VI

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

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

ARTICLE VII

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

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

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

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

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

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

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

DIR Monitoring and Enforcement

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

Job Site Notices

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

ARTICLE VIII

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

1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

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

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

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

**ARTICLE IX**

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

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

(b) That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
ARTICLE X

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

ARTICLE XI

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

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

(b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect DISTRICT, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:

Oakridge Landscape, Inc. – Weed Abatement Services
(1) **Public Liability Insurance** in an amount of not less than ONE MILLION DOLLARS ($1,000,000) with no aggregate, unless the carrier provides verification that there are no claims outstanding which would reduce the total coverage to less than ONE MILLION DOLLARS ($1,000,000), in which case the aggregate may be ONE MILLION DOLLARS ($1,000,000);

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

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

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

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

**ARTICLE XII**

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

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

ARTICLE XIV

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

ARTICLE XV

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

SIGNATURES ON FOLLOWING PAGE 9
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the _____ day of ________________, 2017, by their respective officers duly authorized in that behalf.

ATTEST:

Larry Peterson, District Clerk

RANCHO SIMI RECREATION AND PARK DISTRICT:

by __________________________

   Larry Peterson, District Manager

APPROVED AS TO FORM:

Brian A. Pierik, District Counsel

OAKRIDGE LANDSCAPE, INC., A CALIFORNIA CORPORATION

by __________________________

   President

by __________________________

   Secretary
Contractor’s Bid Proposal for Weed Abatement Services at Various District Parks and Open Space Areas
RANCHO SIMI RECREATION AND PARK DISTRICT

PROPOSAL

PROJECT: Weed Abatement Services at Various District Parks and Open Space Areas

PROJECT NO.: 2017-1

LOCATION: Various Locations throughout Simi Valley and Oak Park, California.

BIDDER: Oakridge Landscape

BID OPENING DATE: May 16, 2017

TIME: 2:00 P.M.

TO THE BOARD OF DIRECTORS
RANCHO SIMI RECREATION AND PARK DISTRICT
1692 Sycamore Drive
Simi Valley, California 93065

Gentlemen:

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

_Weed Abatement Services at Various District Parks and Open Space Areas_ Simi Valley and Oak Park, California

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

In submitting this Proposal, I agree:

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

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

Bid Proposal 00401-1

BIDDER'S INITIALS
3. Within five (5) days from the mailing by the District of notification to commence work, the contractor shall commence work and complete the same within the allotted time and in accordance with the contract documents.

4. To accomplish the entire work within thirty (30) consecutive calendar days from and after executing the Agreement, weather permitting.

BASE BID

The undersigned hereby proposes to provide all materials, labor, equipment, tools, apparatus, facilities, services and transportation necessary to complete all the work in conformity with the Project Manual, including specifications, addendums, and other Contract Documents, for the lump sum price of:

Thirty one thousand ninety four Dollars (U.S.)

(31,094.00)

UNIT PRICES

All bidders are required by the Park District to submit itemized unit prices for the base bid at the time of the bid opening. This format, including all itemized unit prices, may be used as a basis for Contractor's payments.

Contractor is advised that the unit prices may be used in the determination of the lowest responsible/responsive bidder. Unreasonable prices may result in rejection of the entire bid proposal.

All unit prices shall include all labor, materials, taxes, and incidentals necessary to complete the item.

Bidders are advised that the total sum of all of the unit prices should equal the lump sum total for the base bid.

ITEMIZED UNIT PRICES

1. Simi Valley Parcels – Lump sum price to complete all aspects of the project's scope-of-work for the Simi Valley Area (See Appendix “A”).

Sixteen thousand one hundred thirteen Dollars (U.S.)

(16,113.00)
2. Oak Park Parcels – Lump sum price to complete all aspects of the project’s scope-of-work for the Oak Park Area (See Appendix “B”).

Fourteen thousand nine hundred eighty one dollars (U.S.)

(14,981.00)

AWARD OR REJECTION OF BIDS

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

The District will award this Contract under the following provisions:

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

1. The lowest bid shall be the lowest base bid without consideration of additive or deductive items.

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

STATE LICENSES

The undersigned hereby certifies that they currently possess a valid Landscape (C-27) Contractor’s License in the State of California in accordance with the provisions of Chapter 9, Division 4, of the Business and Professional Code of the State of California. In addition, the undersigned hereby agrees to provide a California Certified Arborist to provide on-site supervision at all times during the course of the work.

INSURANCE

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

The Contractor at his own expense shall carry public liability insurance which shall not be less than $1,000,000 combined single limit (per occurrence with no aggregate
limit) as to bodily injury and property damage. The General Public Liability Insurance shall cover the General Contractor and all Subcontractors to the work. The insurance certificate shall include a statement to the effect that the District shall be notified forty-five (45) days prior to cancellation or expiration of policy.

Workmen's Compensation coverage as required and described by the State of California.

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

BONDS

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

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

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

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

Each bond shall be signed by both the Contractor and Surety, and the signature of the authorized agent of Surety shall be notarized.

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

The Contractor will be required to obtain and pay for an "Encroachment Permit" from the City of Simi Valley Department of Public Works and/or County of Ventura for temporary lane closures and work within the public right-of-way. All necessary incidentals (traffic diversion plans, insurance certificates, securities, etc.), necessary to obtain the permits shall be provided by the Contractor as part of the base bid proposal. A copy of the "Encroachment Permit" must be provided to the Park District.

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

PREVAILING WAGE RATES

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

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

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

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

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

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

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

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

DIR MONITORING AND ENFORCEMENT

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

JOB SITE NOTICES

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

VISITING THE SITE

The undersigned has thoroughly examined the Project Manual (Specifications), Addenda (if any) and other Contract Documents, has visited the site, and is thoroughly familiar with the contents and all conditions thereof.

CONTRACT DOCUMENTS

A sample of the Agreement proposed to be entered into between the Park District and the undersigned is attached herewith and made a part of these Specifications.

TIMELINESS OF PERFORMANCE

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

A. If the work shall be delayed at any time by reason of a suspension ordered by the Park District or because of any other act or neglect of Park District or its officers or employees without contributory act or neglect on the part of the Contractor or his agents, or employees, or Subcontractors, or if the work should be delayed without the fault or negligence of the Contractor, or for any other reason which in the opinion of the Park District is proper justification for such delay, then the Contractor shall be entitled to an extension of time equivalent to the time actually lost by such delay.

B. In order to secure such an extension of time, the Contractor shall file a written request with the Park District for extension of time within seven (7) days of the beginning of each delay, and failure to do so shall constitute a waiver thereof, except that in case of a continuing cause of delay, only one claim shall be necessary.

C. A request for an extension of time or the granting of an extension of time shall not constitute a basis for any claim against the Park District for additional compensation. The Contractor shall be deemed to have waived any and all rights to claim additional compensation unless, at the time of filing a request for an extension of time, he shall likewise file a claim for additional compensation on account of such delay. Additional compensation to the Contractor because of delay in the work shall be considered only if such delay is the result of a suspension ordered by the Park District or because of any other acts or neglect of the Park District or its officers or its employees without contributory act or neglect on the part of the Contractor or his agents, or employees, or Subcontractors.

D. This article does not exclude the recovery of damage for delay by either party under other provisions of the Contract Documents.

DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

See Subcontractors List Document 00430.

ADDENDA

This bid includes ADDENDUM NO. Dated:

Dated:

ASSIGNMENT

This Contract shall not be assigned by the Contractor.

Bid Proposal 00401-7 BIDDER'S INITIALS
AFFIDAVIT

The Contractor for himself and for his successors, executors, administrators, and assigns hereby agree to the full performance of the covenants herein contained.

The undersigned states that this is a genuine proposal, not made in collusion, or in the interest of any other person/firm other than represented by the undersigned.

NAME OF BIDDER  Oakridge landscape

BY  Jeffrey Myer

TITLE  President

ADDRESS  28064 Avenue Stanford Unit K
          Valencia, CA 91355

PHONE  (661) 295-7228

CONTRACTOR’S LICENSE NO.  7983605

EXPIRATION DATE  8/31/17

PRIMARY CLASS  A, B, C27

SECONDARY CLASS

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NO. 1000008346

DATE  5/16/17

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

Check one - ( ) Owner
( ) Partnership
( ) Company
( ) Corporation
( ) Other

Bid Proposal 00401-8

BIDDER’S INITIALS  }
SUBCONTRACTORS LIST

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

BY: __________________________________________
hereinafter called "Bidder"

PROJECT: Weed Abatement Services at Various District Parks and
Open Space Areas
Simi Valley and Oak Park, California.

In accordance with Article 15 of Instructions to Bidders, for portions of the Work equaling or
exceeding 1/2 of 1 percent of the total proposed Contract Sum, the undersigned proposes to use the
following sub-contractors. Except as otherwise approved by the District, the undersigned proposes
to perform all other portions of the Work with his own forces.

<table>
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<th>NO.:</th>
<th>PORTIONS OF THE WORK</th>
<th>SUBCONTRACTOR NAME, ADDRESS &amp; PHONE NO.</th>
<th>LICENSE #</th>
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THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS.

Provide signature identical to that shown on the Bid Form:

BIDDER: __________________________   DATE: 5/16/17

END OF DOCUMENT

Subcontractors List
00430-1
BID BOND
FOR
GREEN LANDSCAPE MAINTENANCE SERVICES FOR PARKS FY 2017-2020
GOLETA, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS that Oakridge Landscape, Inc., as
PRINCIPAL, and SureTec Insurance Company, a corporation organized under the laws of the State of
Texas and licensed by the State of California to execute bonds and undertakings as
sole surety, as SURETY, are held and firmly bound unto the City of Goleta, as CITY, in the penal sum
of ten percent of the annual rate bid, by PRINCIPAL to CITY for the above stated project, for the
payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by
these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to
submit a bid to CITY for the above stated project, if such bid is rejected, or if such bid is accepted and
a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and
PRINCIPAL provides the required payment and performance bonds and insurance coverages to
CITY in the manner and time specified, then this obligation shall be null and void, otherwise it shall
remain in full force and effect in favor of CITY.

In case suit is brought upon this bond, SURETY further agrees to pay all reasonable attorneys'
fees and costs incurred by CITY in an amount fixed by the court. SURETY hereby waives the
provisions of California Civil Code Sections 2845 and 2849.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this
11th day of May, 2017.

PRINCIPAL: Oakridge Landscape, Inc.

(Address) 28064 Avenue Stanford, Unit K
Valencia, CA 91355

BY: _____________________________
(Signature and Title of Authorized Officer) Jeffrey Myers, Pres.

BY: _____________________________
(Signature and Title of Authorized Officer)
SURETY:  SureTec Insurance Company
(Address)  3033 5th Avenue, Suite 300
                      San Diego, CA 92103

BY:  [Signature]
Jennifer K. Green, Attorney-In-Fact

BY:  [Signature]
Jason James, Witness

Note:  All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment. Also, evidence of the authority of any person signing as attorney-in-fact must be attached.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Bid Bond No.: N/A

On May 11th, 2017 before me, Assata T. Sparks, Notary Public, personally appeared Jennifer K. Green, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Assata T. Sparks, Notary Public
SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the “Company”), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jennifer K. Green

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars ($10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2018 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company’s liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 17th day of April, A.D. 2017.

SURETEC INSURANCE COMPANY

By: John Knox Jr., President

State of Texas ss:
County of Harris

On this 17th day of April, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did deposite and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

XENIA CHAVEZ
Notary Public, State of Texas
Comm. Expires 09-10-2020
Notary ID 129117659

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of May 2017, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On May 16, 2017, before me, Susan L. Meza, Notary Public, personally appeared Jeffrey Myers, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Susan L. Meza, Notary Public