

**CONTRACT DOCUMENTS
& SPECIAL PROVISIONS**

for
**TWIN LAKES CHURCH LANDSCAPE PLAN,
TREE MITIGATION PLANTINGS & MONITORING
APTOS, CA**

CWO 20-3020

TO BE USED IN CONJUNCTION WITH
SCWD STANDARD SPECIFICATIONS AND STANDARD PLANS
DATED AUGUST 2, 1994.



September 19th, 2019

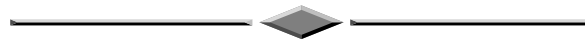
SOQUEL CREEK WATER DISTRICT
5180 Soquel Drive, Soquel CA 95073

PROPOSAL OPENING: October 8th, 2019 at 2:00 PM

**SOQUEL CREEK WATER DISTRICT
SANTA CRUZ COUNTY, CALIFORNIA**

BOARD OF DIRECTORS

Dr. Thomas LaHue	President
Dr. Bruce Daniels	Vice President
Dr. Bruce Jaffe	Director
Carla Christensen	Director
Rachel Lather	Director



Ron Duncan	General Manager
Robert E. Bosso	District Counsel
Taj A. Dufour	Engineering Manager/ Chief Engineer
Emma Olin	Board Clerk

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INVITATION TO BID

INVITATION TO BID UPCOMING PROJECT: TWIN LAKES CHURCH LANDSCAPE PLAN, TREE MITIGATION PLANTINGS & MAINTENANCE CWO 20-3020 Aptos, CA

PROJECT DESCRIPTION:

The work includes planting of seventeen (17) Contractor supplied Coastal Live Oak trees with deer fencing. Additional work includes planting one-hundred and fifty-three (153) other native shrubs at the Twin Lakes Church Pilot Recharge Well area and installing a timer-controlled drip irrigation system. In addition, contractor must maintain all trees, plants, and irrigation system for a period of two (2) years.

Work is located in Aptos, CA

BID OPENING: October 8, 2019 @ 2 PM

There will be NO Pre-Bid Meeting.

BID DOCUMENTS ARE AVAILABLE:

DATE: September 23rd, at 1pm

AT: Soquel Creek Water District
Website: www.soquelcreekwater.org
Walk-In Address (Office Address):
5180 Soquel Drive
Soquel, CA 95073

COST: Free

Documents are available online immediately for free at:
<http://www.soquelcreekwater.org/capital-improvement-projects/current-projects-out-bid>.

Contractor must submit 'Plan Holders Registration Form' to be considered a responsive bidder and to receive addenda for this project (available in contract documents) with both hard copies and electronic copies.

For more information, call the Engineering Department at (831) 475-8500 x162

The lowest qualified bid will be taken to the next District board meeting for approval, following the bid opening. Not until the bid has been approved by the board will Contractor be allowed to begin work.

Contractor	Phone	Fax	Contact	E-mail
Coastal Evergreen Landscaping	438-4747	438-4117	Niles Barry	info@coastalevergreen.com
Central Coast Landscaping	462-3726	462-9094	Rich Bason	info@centralcoastlandscape.com
Sierra Azul Landscaping	728-2532	728-2537		plants@sierraazul.com
Terranova	425-3514	425-7314		
Green & Growing Landscape	465-0144			info@greengrowinglandscape.com
Jerry Allison Landscaping Inc.	688-6746	688-6771		jerry@jaland.com
Far West Design & Landscaping	476-8867	464-1901		fwlandscaping@aol.com
Paradise Landscape	475-1717	479-8899		
Central Coast Wilds	459-0656	457-1606		info@centralcoastwilds.com
K&D Landscaping	661-9658			info@kndlandscaping.com
Ecological Concerns, Inc	459-0656			info@ecologicalconcerns.com
Jackson Landscape	477-0447	477-0451		info@jacksonlandscapes.com
Confluence Restoration	621-8084	604-9571		doug@confluencerestoration.com
Quilici Gardening	440-7595			randy@quilicigardening.com

Builder's Exchanges	Phone	Fax	Address
Central Coast Builders Association	423-5900	758-6203	242 East Romie Lane, Salinas, CA 93901
Builder's Exchange of Santa Clara	408-727-4000	408-727-2779	400 Reed St. Santa Clara, CA 95050
California Landscape Contractors Association	916-830-2780	916-830-2788	1491 River Park Dr, #100, Sacramento, CA 95815



Board of Directors
Dr. Bruce Daniels
Dr. Thomas R. LaHue
Dr. Bruce Jaffe
Carla Christensen
Rachél Lather

Ron Duncan, General Manager

TWIN LAKES CHURCH LANDSCAPE PLAN, TREE MITIGATION PLANTINGS & MAINTENANCE
CWO 20-3020
PLAN HOLDER'S REGISTRATION FORM

This document must be executed and returned to the Soquel Creek Water District (SqCWD) upon receipt of the Bidding Documents for the TWIN LAKES CHURCH LANDSCAPE PLAN, TREE MITIGATION PLANTINGS & MAINTENANCE, CWO 20-3020. Not doing so will prevent the receiver from being recognized as a "Plan Holder" of the Bidding Documents or consideration as a responsive Bidder*.

Plan Holder's Name/Company: _____

Address: _____

Email: _____

Telephone/Fax: _____

Date of Receipt: _____

I have received/retrieved the following documents from SqCWD (Note: Indicate if you downloaded any of these documents from the District website or received hard copies at District Office):

TWIN LAKES CHURCH LANDSCAPE PLAN, TREE MITIGATION PLANTINGS & MAINTENANCE

- Contract Documents
- Technical Specifications and Referenced Attachments/Drawings

- Method of Receipt:
- District website download
 - District Office – Hard Copies

Signature of Responsible Representative:

Print Name: _____

Signature: _____

Upon completing this form, please email this form to:

Emma Olin: Emma Olin EmmaO@soquelcreekwater.org
cc: Amanda Bunte AmandaB@soquelcreekwater.org

Or fax to: Emma Olin/Amanda Bunte (831) 475-4291

*Disclaimer: Due to staffing limitations, posting of current plan holders list may take a few days. The bidders should contact the District Project Manager or Secretary of the Board if they do not find their name on the plan holders list.

BID FORM

To the:

Date: _____

Soquel Creek Water District
Attn: Emma Olin, District Board Clerk
5180 Soquel Dr.
Soquel, CA 95073

Name of Bidder: _____

Business Address: _____

The undersigned as bidder declares that it carefully examined the location of the proposed work, the Contract Documents, and the plans and specifications therein referred to, and the bidder proposes and agrees if this proposal is accepted, that it will contract with the Owner and hereby proposes to furnish all labor, materials, necessary machinery, tools, apparatus, and other means of construction and services, and do all the work specified in the Contract Documents in the manner and time hereinafter set forth required for the construction of the work involved in the improvements designated as:

CWO 20-3020

TWIN LAKES CHURCH LANDSCAPE PLAN, TREE MITIGATION PLANTING & MONITORING

ADDENDUM RECEIPT: The receipt of the following Addenda to the Contract Documents is acknowledged:

<u>Addendum No.</u>	<u>Dated</u>	<u>Acknowledged</u>	<u>Signature</u>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The bidder proposes and agrees to contract with the Owner to perform all the above work,

including subsidiary obligations as defined in said specifications for the prices indicated in **BID PROPOSAL**.

Further in submitting its bid, the undersigned Bidder understands and agrees that the Total Base Bid amount is determined by the sum total of all bid item amounts in the Bid Proposal with respect to the unit bid item amounts. No base bid items will be excluded from the awarded contract. If award is made, it will be based on the lowest responsive, responsible bid whose Total Base Bid yields the lowest Contract Price. The Bid prices shall remain valid until Award of the Contract.

Only one contract will be awarded.

The undersigned has filled in all information required herein and understands that failure to do so is grounds for rejecting the bid by the Owner.

The Owner reserves the right to change, delete or add new work to the Contract as per the terms of the General Conditions of the Contract Documents and applicable law.

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal. In case of an inconsistency or conflict between the item prices and the total submitted by the bidder, the item prices shall govern.

The undersigned understands that the Owner reserves the sole right to reject any or all bids and to waive any informality in any bid in accordance with California law. Award will be made, if any, which, in the judgment of the Owner, is in the best interest of the Owner.

It is agreed that this proposal may not be withdrawn within the Award period time as specified in the **INVITATION TO BID**, except as allowed in Public Contract Code 5103.

In accordance with the Specifications, the undersigned further agrees to so plan the Work and to prosecute it with such diligence that said Work shall be commenced within ten (10) days after the date of issuance of the Notice to Proceed and shall be completed within the time specified in the **AGREEMENT, Time Allowed for Completion**.

The undersigned agrees, if awarded the Contract, that there shall be paid by the undersigned and by all subcontractors under him, to all laborers, workers and mechanics employed in the execution of such Contract or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the Work is to be performed, as ascertained and determined, pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7 as amended. The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates is available on-line at www.dir.ca.gov/DLSR/PWD. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the

job site by the Contractor.

The representations made herein, including the bidder's licensing information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any bid not containing said licensing information, or containing any information which is subsequently proven false, may be considered non-responsive, and may be rejected by the Owner and/or be a basis for determining the bidder not responsible or eligible to perform the project.

Signed _____
Name _____

Contractor _____
By _____
Title _____

Contr. License No. _____
License Classification _____
Expiration Date _____
Dated _____
Address _____

Telephone _____

DIR Registration Number _____
Registration Date _____
Expiration Date _____

CERTIFICATES. Shall be attached to the bid form and submitted with the bid.

- A. Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary. The corporate address and state of incorporation must appear below the signature.
- B. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.
- C. Bids by joint venture must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature. Additionally, the Bid shall bind all parties to the joint venture.
- D. If the Bid is made by an individual, bidder's name, signature, and post office address must be shown.

Name of Bidder: _____

BID PROPOSAL CERTIFICATE

A. The undersigned represents, warrants and certifies as follows:

Check Applicable Box:

____[ENTITY] Contractor is a corporation, limited liability company, partnership, or limited partnership duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to submit this bid and to complete the work in accordance with the Contract Documents if awarded the contract for the work.

____[INDIVIDUAL] Contractor is an individual who has all requisite power and authority to submit this bid and to complete the work in accordance with the Contract Documents if awarded the contract for the work.

B. The undersigned represents, warrants and certifies to Owner that all action and other authorizations, resolutions and proceedings required to be taken by or on behalf of Contractor for the authorization, execution, delivery of the bid, the execution of the construction contract and the performance of all work contemplated herein has been taken prior to the delivery of the bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed in _____, California, on _____, 20__.

Contractor Name

By:

Print Name

Title

BID PROPOSAL
TWIN LAKES CHURCH LANDSCAPE PLAN,
TREE MITIGATION PLANTINGS AND MAINTENANCE
CWO 20-3020



Bid Date: October 8, 2019 @ 2:00pm
SOQUEL CREEK WATER DISTRICT

All of the proposal items below shall include all labor, materials, tools, equipment, and incidental costs for each item complete, in place, in accordance with the Standard Specifications and Standard Plans, and for the Project Special Provisions and Project Plans.

Item No.	Description	Qty.	Unit	Unit Cost (In Figures)	Total Amount (In Figures)
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SCHEDULE 1

PLANTING WORK

A	Planting of Contractor supplied Coastal Live Oak Trees, at seventeen (17) locations - 15 gallon size	17	Tree		
B	Installing deer fencing around seventeen (17) Coastal Live Oak Trees	17	Enclosures		
C	Planting of Contractor supplied Toyon, at twenty (20) locations - 5 gallon size	20	Plants		
D	Planting of Contractor supplied Silverberry, at twenty (20) locations - 5 gallon size	20	Plants		
E	Planting of Contractor supplied Silktassle Bush, at eleven (11) locations - 5 gallon size	11	Plants		
F	Planting of Contractor supplied Coffeeberry, at twenty-eight (28) locations - 5 gallon size	28	Plants		
G	Planting of Contractor supplied Fortnight Lilly, at forty-nine (49) locations - 1 gallon size	49	Plants		
H	Planting of Contractor supplied Australian Fucshia, at fourteen (14) locations - 1 gallon size	14	Plants		
I	Planting of Contractor supplied Low Manzanita, at eleven (11) locations - 1 gallon size	11	Plants		
J	Erosion Control Seeding per Greg Lewis's Landscape Plan	1	Lump Sum		
K	Installation of Irrigation Controller and 1/2-inch PE tubing, and drip lines to all plants included on Greg Lewis's Landscape/Irrigation Plan	1	Lump Sum		

SCHEDULE 1 TOTAL \$ _____
 For Comparison Only

BID PROPOSAL
TWIN LAKES CHURCH LANDSCAPE PLAN,
TREE MITIGATION PLANTINGS AND MAINTENANCE
CWO 20-3020



Bid Date: October 8, 2019 @ 2:00pm
SOQUEL CREEK WATER DISTRICT

All of the proposal items below shall include all labor, materials, tools, equipment, and incidental costs for each item complete, in place, in accordance with the Standard Specifications and Standard Plans, and for the Project Special Provisions and Project Plans.

Item No.	Description	Qty.	Unit	Unit Cost (In Figures)	Total Amount (In Figures)
----------	-------------	------	------	------------------------	---------------------------

SCHEDULE 2

MAINTENANCE WORK

1	Pruning, feeding, monitoring, and other incidental care of fourteen (14) planted Coast Live Oak trees within the Landscape Area for two years, following maintenance work schedule (12 visits total)	1	Lump Sum		
2	Maintenance of irrigation system and all other plants within the Landscape Area for two years	1	Lump Sum		

SCHEDULE 2 TOTAL \$ _____
 For Comparison Only

PROJECT TOTAL \$ _____
 For Comparison Only

Submitted By: _____
 Contractor Address

 Signature Phone Number

 Contractor License No. D.I.R. Registration No.

The District will use the Project Total amount which includes the sum of schedule 1 and schedule 2 items on the proposal in determining the lowest bid on the proposal sheet.

**CERTIFICATION OF BIDDER'S
EXPERIENCE AND QUALIFICATIONS**

(To Accompany Bid)

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the Contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills concerning the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

1.0 NOT USED

2.0 COMPANY EXPERIENCE

The Bidder has been engaged in the contracting business, under the present business name for five years and has experience in work of a nature similar to this project which extends over a period of five years. (At least five (5) years of related experience is preferred).

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows (attach an explanation for each listed contract). Such listing may be the basis for finding the Contractor non-responsible if the failure to complete the awarded project was determined to be the Contractor's responsibility:

For the Owner to consider the Bidder properly experienced in work of similar nature to this Project, the Bidder must list at least five (5) projects completed within the last five (5) years that include planting native trees in the central coast area. Contractor shall briefly describe the scope of the project and the dollar value of the contract.

Contract values shall be based on final construction costs. For either criteria listed above, the Bidder can include project(s) currently under construction, but only the total amount paid by the Owner as of three (3) months prior to the Bid date on uncompleted project(s) can be included in the construction volume for purposes of this certification.

Bidder also certifies that Bidder self-performed at least **forty percent (40%)** of the Work on each of the projects listed below. The Owner considers this level of past self-performance

demonstrates a benefit to a project in terms of better control of cost, schedule and safety.

Any projects listed below which are not as defined above will not be considered by the Owner in meeting this experience requirement. The Owner reserves the right to exclude any projects listed below that do not demonstrate the Contractor's ability to perform the work associated with this Project. Further, the Owner reserves the right to accept a Bidder's qualifications that do not meet the experience requirements listed above.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format below.

1. **Project Name:** _____
Project Type: _____
Owner: _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No. & Email: _____
Description of the work: _____

2. **Project Name:** _____
Project Type: _____
Owner: _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No. & Email: _____
Description of the work: _____

3. **Project Name:** _____
Project Type: _____
Owner: _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ **Calendar Days**

Owner's Representative: _____
Owner's Telephone No. & Email: _____
Description of the work: _____

4. **Project Name:** _____
Project Type: _____
Owner: _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No. & Email: _____
Description of the work: _____

5. **Project Name:** _____
Project Type: _____
Owner: _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No. & Email: _____
Description of the work: _____

NOTE: Additional projects may be listed on separate sheets attached to the Bid.

3.0 NOT USED

The undersigned hereby states that all representations regarding the Bidder's Experience and Qualifications are correct and true.

Signed this _____ day of _____, 20____.

Contractor: _____
(Print or Type Contractor's Legal Name)

Signature: _____

Landscape Contractor's C29 License No.: _____

Expiration Date: _____

Dept. of Industrial Relations Registration No.: _____

Expiration Date: _____

Address: _____

Telephone Number: _____

Email Address: _____

*****END OF SECTION*****

AGREEMENT

TWIN LAKES CHURCH LANDSCAPE PLAN, TREE MITIGATION PLANTINGS AND MAINTENANCE

THIS AGREEMENT, made and entered into this ____ day of _____, _____, by and between the Soquel Creek Water District (District), a public agency, and ADD CONTRACTOR NAME (Contractor), License No. ADD LICENSE NO., for the services identified hereafter as:

**TWIN LAKES CHURCH LANDSCAPE PLAN, TREE MITIGATION PLANTINGS AND MAINTENANCE
CWO 20-3020
2701 CABRILLO COLLEGE DRIVE, APTOS, CA**

WITNESSETH:

WHEREAS, Contractor agrees that it shall perform the contract in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I – GENERAL CONDITIONS

- 1. DESCRIPTION OF WORK.** The Work includes planting Coast Live Oak trees, other native shrubs, and installing irrigation lines at Twin Lakes Church . The Contractor’s proposed scope of work is included in the Special Provisions and Technical Specifications.
- 2. PERFORMANCE OF WORK.** Unless otherwise specified, the Contractor shall provide all necessary labor, supervision, services, materials, supplies, tools and equipment to complete the work described in the provisions of the Agreement and attachments thereto, including all pertinent Sections of said documents (collectively, “Contract Documents”) all of which are incorporated by this reference. All work shall be subject to the approval of the District or its authorized representative. Work shall be done in the best workmanship manner, conforming strictly to the provisions of the Contract Documents. The Contractor shall execute the work so as to minimize shutdowns, if any, of the District’s operations. Any such shutdowns shall be scheduled with and approved by the District. All materials shall be suitable for the purpose intended and shall be new unless otherwise specified. The Contractor shall continuously keep the premises free from accumulations of waste material and rubbish resulting from construction operations. Prior to Project completion, all surplus material shall be removed and the premises cleaned to the District’s satisfaction. Where required, Contractor shall provide traffic control as deemed necessary by the political entity having jurisdiction over the project area.
- 3. TIME OF COMPLETION.** Time is of the essence. The contract Time of Completion shall be 20 (twenty) working days following the issuance of a District purchase order. Failure to complete the project within this specified time period may result in liquidated damages per District Standards and Specifications.
- 4. PRICE AND PAYMENT.** The price for performing all Work shall be in accordance with the Contract Documents and include all labor, materials, equipment, tools, consumables, subcontractors, suppliers, permit fees, taxes and any other costs associated in the performance of the Work. Payment by the District shall in no way mean or be construed as approval of the work performed by the Contractor. Upon request, the Contractor shall provide, prior to final payment, an affidavit that all bills for labor, materials and subcontracted work incorporated into the Project have been paid and

shall submit a certificate relinquishing any and all claims or right of lien or stop notices related to this Project. Progress payment invoices must be submitted with certified payroll documentation as detail in section 13 of this agreement.

5. **BOND REQUIREMENTS.**

Payment Bond - The Contractor shall furnish a payment bond in an amount of at least one hundred percent (100%) of the contract amount within ten (10) days after notice of its award of the project. The payment bond shall be in the form described in the Bonding Documents and the cost thereof included in the Contractor's bid.

Faithful Performance Bond - The Contractor shall furnish a faithful performance bond one hundred percent (100%) of the contract amount within ten (10) days after notice of its award of the project. The faithful performance bond shall be in the form described in the Bonding Documents and the cost thereof included in the Contractor's bid.

Maintenance Bond - Prior to issuance of the final project payment the Contractor must submit a warranty or maintenance bond in an amount not less than 10 percent (10%) of the final contract price. The maintenance bond shall be in the form described in the Bonding Documents and the cost thereof included in the Contractor's bid.

6. **INDEMNIFICATION.** To the extent permitted by law, Contractor shall defend, indemnify and hold harmless the District, its directors, officers, employees, and authorized volunteers from and against all claims, damages, arising solely from subcontractor's work resulting in judgement for contract claims, tort claims, claims for bodily injury, death or damage to property ng solely from subcontractor's work. The indemnity shall not apply if there is losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, partial sole negligence, or willful misconduct of the District, its directors, officers, employees, and authorized volunteers. Such indemnification shall extend to claims, demands, or liability for injuries occurring after completion of the project as well as during the work's progress.

7. **INSURANCE REQUIREMENTS.**

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- a) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
- b) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
- c) Worker's Compensation Insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance. The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to worker's compensation insurance, all their employees working on or about the project site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

Limits - The Contractor shall maintain limits no less than the following:

- a) General Liability - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- c) Worker's Compensation Insurance - The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. Waiver of Subrogation: The insurer(s) agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Contractor for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a) The District, its directors, officers, employees, and authorized volunteers are to be given insured status [at least as broad as ISO endorsement CG 2010 (editions 11-85 or 10-01), CG 2033, or insurer's equivalent for general liability coverage] as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
- b) For any claims related to this project, the Contractor's insurance shall be primary insurance at least as broad as ISO CC 2010 04 13 as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
- c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
- d) The 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.
- e) Each insurance policy required by this agreement shall state, or be endorsed to state, that the insurance carrier or the Contractor shall not cancel coverage, except after thirty (30) days

(10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

- f) Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
- g) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
- h) The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
- i) All of the insurance shall be provided on policy forms and through companies satisfactory to the District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the Soquel Creek Water District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent and admitted in California or as otherwise approved by the District.

Responsibility for Work - Until the completion and final acceptance by the District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions a - i.

The Contractor shall, upon demand of the District, deliver to the District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement the District at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

8. **CONTRACTOR'S LICENSE.** Contractor specifically certifies that it has the appropriate California Contractor license for the work to be completed. Upon the District's request, the Contractor shall immediately provide a certified copy of the Contractor's license.

9. **SAFETY.** The Contractor shall be solely and completely responsible for conditions on the job site, including the safety of all persons and property during performance of the work. The Contractor shall conform to all Federal, State, and local safety laws, ordinances, codes, and regulations. All safety equipment, including sheeting and shoring, shall be the Contractor's responsibility. These requirements shall apply continuously, and not be limited to normal working hours.

10. **SUPERVISION AND CONSTRUCTION PROCEDURES.** The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and shall coordinate all portions of the work under the contract, including the relations of the various trades to the progress of the work, in accordance with the provisions of the contract documents. The Contractor shall be responsible to the District for the acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the work under a contract with the Contractor. The Contractor is an independent contractor and nothing in the Contract Documents shall be interpreted to make the Contractor an agent of the District.

11. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the District's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the District, and he shall adequately protect adjacent property. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall protect from damage all existing improvements and utilities (a) at or near the work site and (b) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the District may have the necessary work performed and withhold payment or charge the cost to the Contractor. Contractor shall have the charge and care thereof and shall bear risk of injury or damage to any part of the work by action of the elements, or from any other cause, except injury or damage caused by the District, through and until formal acceptance of the work by the District.

12. **COMPLIANCE WITH LAW.** In the performance of this Contract, the Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

13. **CALIFORNIA WAGE REQUIREMENTS.** If the individual price for each Project exceeds one thousand dollars (\$1,000), the following is required.

Prevailing Wage - The Contractor agrees to pay all employees, workers, mechanics and laborers on this Project a salary or wage no less than the general prevailing wage or per diem wages. In accordance with the provisions of the California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates is available on-line at www.dir.ca.gov/DLSR/PWD. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Work.

Certified Payrolls and Labor Compliance - Contractor shall provide certified payroll records electronically to the Division of Labor Standards Enforcement as required and in accordance with Labor Code 1776 (SRF Projects) and to the District upon request.

All certified payroll records shall be accompanied by a statement of compliance signed by the Contractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classifications set forth for each employee conform with the work performed. All such payroll records and compliance forms required hereunder shall be maintained by Contractor for a period of no less than three (3) years after the completion of the Work.

The Contractor is responsible for its and its subcontractors' compliance with the provisions of Section 1776 of the Labor Code.

Apprentices - The Contractor shall comply with Labor Code Section 1777.5 regarding employment of apprentices on public works.

14. **PERMITS AND LICENSES.** The Contractor shall give all notices and shall procure, pay for and abide by all permits and licenses that may be required to commence, execute and complete the work.

15. **SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.** The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, water table, river stages, tides, or similar physical conditions at the site; (4) the conformation and condition of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District.

16. **MATERIAL AND WORKMANSHIP.** Materials, equipment, and articles incorporated into the work shall be new and of quality equal or superior to that specified. When not particularly specified, materials shall be the best of their class or kind. Products, materials, lubricants, media, coatings, gaskets, pipes and appurtenances and mechanic devices that will contact drinking water in the District's treatment, storage or distribution system shall be tested and certified as meeting the specifications of NSF International Standard 61.

The Contractor shall, if required, submit satisfactory evidence as to the kind and quality of material. All materials shall be delivered so as to insure a speedy and uninterrupted progress of the work. Same shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure on work site, and the Contractor shall be entirely responsible for damage or loss by weather, theft, vandalism, or other cause. The Contractor shall confine all operations (including storage of materials) on District premises to areas authorized or approved by the District.

The District may provide materials for work performed on an emergency basis.

17. **DEFECTIVE WORK.** All defective work or materials shall be promptly removed from the premises by the Contractor, whether in place or not, and shall be replaced or renewed in such manner as the District may direct. All materials and workmanship of whatever description shall be subjected to the inspection of, and rejection by, the District if not in conformance with the Contract Documents. The decision of the District is final and conclusive upon the parties. The District shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause. If the Contractor does not promptly replace or correct rejected work, the District may either by contract or otherwise, replace or correct the work and deduct the amount to perform the work from the payment due the Contractor; or terminate for default the Contractor's right to proceed.

18. **CHANGES.** The District shall have the right to make changes as to the nature and extent of the work required by this Agreement by means of a written directive to the Contractor. In accordance with California Public Contract Code Division 2, Part 1, Chapter 7, Section 7104, the Contractor shall notify the District immediately and in writing prior to disturbing unforeseen conditions that the Contractor believes may be a hazardous waste or other conditions that necessitate an adjustment to price or Project completion time. Unforeseen conditions may include: the need for handling and disposal of 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: subsurface or latent physical conditions differing from those indicated; or unusual site conditions that differ significantly from those normally recognized as inherent in work of the character described in this order. Following notification, the District will promptly investigate conditions. If the District finds that conditions materially differ or involve hazardous waste that cause a difference in Contractor's cost, completion time, or performance, the District and Contractor shall negotiate an adjustment (Change Order) to the contract price. Failure to agree upon an adjustment shall not excuse the Contractor from its performance of the work hereunder, as changed by the District. Resolution of construction claims shall be in accordance with California Public Contract Code Article 1.5. Section 20104.

19. **AUDIT.** The District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy, completeness, and currency of the cost or pricing data at no additional cost to the District. The Contractor shall make available at its office at all reasonable times the materials described above, for examination, audit, or reproduction, until 4 years after final payment under this contract.

20. **SUSPENSION OF WORK.** The District may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the District determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for any unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the District in the administration of this contract, or (2) by the District's failure to act within the time specified in this contract (or within a reasonable time if not specified), the Contractor will provide notice according to this clause. Any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, will result in the contract being modified in writing accordingly by Change Order. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which a change order is provided for or excluded under any other term or condition of this contract. The District may stop work in accordance with the safety and health clause and non-compliance clause of this contract for no additional cost or time.

21. **GUARANTY.** The Contractor guarantees for a period of two (2) years from the date of acceptance of the Project by the District that all work performed hereunder shall be free from defects of workmanship and material. The Contractor agrees to indemnify the District against all losses or damages arising during such period out of or in connection with any such defect(s) and agrees, on notice from the District, to promptly remedy any such defect(s) at the Contractor's sole expense. The District may require that the work be done by another party at the Contractor's expense if the Contractor fails to take prompt remedial actions after receipt of notice.

22. **WAIVER.** A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

23. **TERMINATION.** The District may terminate this Agreement wholly or in part without prejudice to any other remedy after two (2) days' written notice to the Contractor if the Contractor fails to make progress so as to insure completion of a Project by the completion date specified herein, fails to comply with any provision of this Agreement or becomes insolvent or commits an act of bankruptcy. The District may perform the terminated portion of the work or may have the same performed by another party at the Contractor's expense.

24. **ENTIRE AGREEMENT AND ASSIGNMENT.** The Contractor shall not assign this Agreement or any of its obligations or any sum due or to become due under this Agreement without prior written approval of the District nor shall the Contractor subcontract any of the work hereunder without such approval. This Agreement and all other of the Contract Documents constitute the entire agreement between the District and the Contractor, superseding any previous agreement or understanding. This Agreement shall be construed neither for nor against any Party, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the Parties. Should any inconsistency occur between the Contractor's bid or any terms and conditions submitted with the bid, or in any other form submitted by the Contractor, this Agreement and all of the other Contract Documents shall prevail. Performance of any part of the work hereunder constitutes acceptance of all terms and conditions of this Agreement and all of the other Contract Documents, irrespective of whether or not the Contractor has expressly acknowledged such terms and conditions. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

SECTION II – SPECIAL PROVISIONS

1. **GENERAL.** All work to be performed under this Contract shall be in accordance with the current edition of the Standard Specifications and Standard Plans of the District and subsequent updates. Technical Specifications for this project shall be incorporated into this agreement as attachment A, describing the scope and technical requirements of the work to be performed under this agreement.

2. **RETENTION.** Five percent of all monies due the Contractor shall be retained by the District. Upon satisfactory completion of all work and District acceptance the Contractor can invoice the District for the withheld retention, following a period of 35-days after the District has filed the notice of completion.

3. **EXISTING CONDITIONS.** Existing utilities, structures and natural features, where known, have been indicated at their approximate locations on the Project Plans. The locations of such features are intended only as an aid to the Contractor and in no way relieves them of the responsibility of determining and verifying the size and locations of all potential conflicts which might be encountered in the performance of the work, whether indicated on the plans or not. The Contractor shall restore drainage patterns and facilities to pre-existing conditions

4. **COUNTY/CITY REQUIREMENTS.** NOT USED

5. **TRAFFIC CONTROL.** The Contractor shall implement a traffic control plan in general conformance with the provisions of Standard Plan No. T12, "Traffic Control System for Lane Closure on Multilane Conventional Highways" and/or Standard Plan No. T13, "Traffic Control System for Lane Closure on Two Lane Conventional Highways" of the Cal-Trans Standard Plans. If so required, the Contractor shall provide flaggers that are trained in the proper fundamentals of flagging moving traffic as per CAL/OSHA Construction Safety Orders, Section 1599(f). The Contractor shall install informational warning signs and project signs on streets affected by the service installations and shall remain in place during the entire construction period. The Contractor shall post "No Parking" signs as required 72 hours prior to construction at 50' maximum spacing.

6. **DUST SUPPRESSION.** The Contractor shall implement a dust suppression plan if requested by the District Engineer. If a mechanical broom sweeper is used, it shall be equipped with water nozzles to minimize dust. At the end of each workday, the Contractor shall clean construction debris from the roadway.

7. **PROTECTION OF PROPERTY AND MATERIALS.** The Contractor shall protect the road surface and shall restore said surface to an equivalent or better condition upon completion of all work. The Contractor shall make any interim repairs or maintenance that may be requested by the District Engineer or Inspector during the course of work.

The Contractor shall permanently restore all traffic striping and pavement markings within seven days of final paving at the District's direction.

The Contractor shall protect in place or remove and replace all existing utilities and public or private improvements (whether they are specifically noted on the Project Plans or not) including but not limited to all berms, curbs, gutters, walkways, sidewalks, driveways, trail-ways, storm drains, landscaping materials, landscape irrigation, landscape electrical systems, walls and fences in place. The Contractor shall correct or replace any damaged utilities or improvements as part of the contract work. No additional compensation will be considered.

The Contractor shall not disturb existing survey monuments or benchmarks. The Contractor shall contact a registered civil engineer or land surveyor to remove or replace monuments. The Contractor shall ensure monument ties be established prior to removal.

The Contractor shall replace complete concrete panels or between existing concrete joints during replacement of any concrete work. The Contractor shall replace colored concrete with colored concrete to match when concrete is removed. The Contractor shall dowel into existing concrete (Section 308.03.05).

8. **UTILITIES.** NOT USED

9. **TRENCHING, BACKFILL AND PAVING.** NOT USED

10. **DISTRIBUTION PIPING AND APPURTENANCES. NOT USED.**

IN WITNESS WHEREOF, the parties hereto have executed this _____ day of _____, _____.

CONTRACTOR

(Type or print Contractor's Name)

Signed By: SAMPLE AGREEMENT – CONTRACTOR SIGNS AFTER BID AWARD
(Type or Print Name)

Title: _____
(Type or Print Title)

SOQUEL CREEK WATER DISTRICT

Signed By:
 SAMPLE AGREEMENT – CONTRACTOR SIGNS AFTER BID AWARD

Ron Duncan
General Manager

ATTEST:

By: SAMPLE AGREEMENT – CONTRACTOR SIGNS AFTER BID AWARD

***** END OF SECTION *****

BONDING DOCUMENTS

SAMPLE

TECHNICAL SPECIFICATIONS

SAMPLE

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that, WHEREAS, the Board of the Soquel Creek Water District, a public entity of, Santa Cruz County, State of California, and

_____ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____ 20____, and identified as TWIN LAKES CHURCH LANDSCAPE PLAN, TREE MITIGATION PLANTINGS & MAINTENANCE, CWO 20-3020 is hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, WE, the Principal and
_____, duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Soquel Creek Water District, hereinafter called "Owner," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, being not less than one hundred (100) percent of the Contract Amount, for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these present.

The conditions of this obligation are such that if the above-bound Principal, the Principal's 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 provisions in the said agreement and any alteration thereof made as therein provided, on it 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 Soquel Creek Water District, its officers, agents, employees, and volunteers 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 the amount of _____ Dollars, (\$_____), being not less than one hundred (100) percent of the Contract Amount, shall hold good through final acceptance of said Work.

As a part of this obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same, and stipulates and agrees that no such change, extension of time or alteration or addition shall in any way affect Surety's 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 agreement, or to the Work, or to the Contract Documents.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

ATTEST:

Principal Secretary

Principal

(SEAL)

By _____

Witness as to Principal

Address

Address

Witness to Surety

Surety

Address

Address

Telephone

Attorney-in-Fact

If Contractor is partnership, all partners must execute BOND.

***** END OF SECTION *****

MAINTENANCE BOND

**TWIN LAKES CHURCH LANDSCAPE PLAN,
TREE MITIGATION PLANTINGS & MAINTENANCE
CWO 20-3020**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Board of the Soquel Creek Water District has awarded to _____, (designated at the "PRINCIPAL") a contract for TWIN LAKES CHURCH LANDSCAPE PLAN, TREE MITIGATION PLANTINGS & MAINTENANCE, CWO 20-3020, which Contract and all of the Contract Documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the Soquel Creek Water District, (designated as the "OBLIGEE"), in the penal sum of _____ (dollars in words), \$_____ (dollars in numbers), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract Price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of two (2) years from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this _____ day of _____, 20____, 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.

(Corporate Seal)

PRINCIPAL

(Acknowledgment)

By: _____

Title: _____

(Corporate Seal)

SURETY

(Acknowledgment)

By: _____
(Attorney-in-fact)

Title: _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that, WHEREAS, the Soquel Creek Water District, a public entity of, Santa Cruz County, State of California, has awarded to

_____ hereinafter designated as "Principal"; a Contract for construction of:

TWIN LAKES CHURCH LANDSCAPE PLAN, TREE MITIGATION PLANTINGS & MAINTENANCE, CWO 20-3020

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, providing that if said Principal, or any of it or its subcontractors, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the Soquel Creek Water District in the penal sum _____ Dollars, (\$ _____), lawful money of the United States, being not less than one hundred (100) percent of the Contract Amount, 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 said Principal, it or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Act of the Legislature of the State of California entitled "An Act to secure the payment of persons who furnished materials, contractors in the performance of such work and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, (Calif. Civil Code Sec. 3247, et seq.), and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances, or power to be used in, upon for, or about the performance of the work contracted to be executed or performed, or any person, power for or contributing to said Work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to any amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

This bond shall inure to the benefit of any and all person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assignees in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Section 3247 to 3252, inclusive, and all amendments thereto.

Soquel Creek Water District

September 2019

PAYMENT BOND

Twin Lakes Church Landscape Plan, Tree Mitigation Plantings & Maintenance

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to 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, and stipulates and agrees that no such change, extension of time or alteration or addition 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 Contract Documents.

In the event the Owner, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said Owner, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Principal Secretary

(SEAL)

Witness as to Principal

Address

Witness to Surety

Address

Principal

By _____

Address

Surety

Address

Telephone

Attorney-in-Fact

Address

If Contractor is partnership, all partners must execute BOND.

The signature of the Surety on this bond must be acknowledged before a Notary Public.

***** END OF SECTION *****

TECHNICAL SPECIFICATIONS

TWIN LAKES CHURCH LANDSCAPE PLAN, TREE MITIGATION PLANTINGS AND MAINTENANCE 2701 CABRILLO COLLEGE DR, APTOS, CALIFORNIA CWO 20-3020

SCOPE OF WORK

A. Site Preparation

1. Prepare Tree planting sites
 - a. Planting locations are identified on the maps in Appendix C and Coast Live Oak Tree locations will be marked in the field with color-coded flagging.
 - Seventeen (17) coast live oak *Quercus agrifolia*
 - Blue flagging
 - b. Remove organic matter on soil surface, including weeds, tree/shrub stump grindings and woody debris, such as root remnants.
 - c. Excavate planting sites to 1 to 3 inches less than container depth, depending on container size and three times the container width.
 - Planting sites must be dug by hand, not with a backhoe.
2. Prepare all other Planting sites
 - a. Follow Greg Lewis's Planting and Irrigation details on sheets L3 and L4 in Appendix A.

B. Procurement

1. Locate, select, provide, transport and properly plant:
 - a) Seventeen (17) coast live oak *Quercus agrifolia*
 - 15-gallon container size
 - b) Twenty (20) Toyon *Heteromeles arbutifolia*
 - 5-gallon container size
 - c) Twenty (20) Silverberry *Elaeagnus pungens Fruitlandii*
 - 5-gallon container size
 - d) Eleven (11) Silktassle Bush *Garrya elliptica*
 - 5-gallon container size
 - e) Twenty-eight (28) Coffeeberry *Frangula californica* Eve Case
 - 5-gallon container size
 - f) Forty-nine (49) Fortnight Lilly *Dietes vegeta*
 - 1-gallon container size

- g) Fourteen (14) Australian Fuchsia *Correa Carmine Bells or Ivory Bells*
 - 1-gallon container size
- h) Eleven (11) Low Manzanita *Arctostaphylos Point Reyes*
 - 1-gallon container size

NOTE: Coast Live Oak nursery stock selected shall be standard (single-trunk natural forms), with low branching intact; avoid “lollipop forms”. Planting stock shall be well-formed and absent of co-dominant, weakly attached stems. Trees shall be disease free and absent of circling or girdling roots. Ideally, trees will be sourced from nurseries in coastal climates like Santa Cruz in order to reduce the risk of Powdery Mildew. Planting stock shall be inspected by Nigel Belton, Project Arborist, prior to purchasing to ensure quality.

C. Tree Planting

1. Wet root balls of the trees thoroughly before planting. Remove containers.
2. Properly place in locations identified on the plans; no closer than 15ft apart.
3. Backfill with native soil making sure the subsoil is returned to the bottom of the hole and the topsoil is added to the upper soil layer. Do not add any amendments to the soil and the addition of fertilizer is not necessary. Compact the soil around the root ball when filled halfway up and again when filling the top of the planting hole.
4. Complete planting.
5. Form circular watering basins at interface of container and native material.
6. Each 15-gallon tree should have a 3- to 4-inch-tall circular raised berm formed at a distance of 12 to 18 inches from the tree trunk.
7. The root crown area needs to remain exposed, so the root flare is visible and free of debris. There should be no mulches or organic matter within 6 inches of the tree trunk.
8. Soil level should be maintained within this basin to ensure the root system is covered without burying the root crown.
9. This basin will also help capture irrigation water and direct it to the root ball and surrounding area where root development is necessary.
10. Stake the 15-gallon using two lodge pole stakes sunk at the edge of the container medium attached to the trunk with flexible ties about 2/3 of the way up the trunk.
11. Install deer protection fencing at the time of planting. Six-foot high hog-wire attached to steel T-posts; remove after 4 years.

D. Irrigation

1. Using the attached Landscape and Irrigation Plan by Greg Lewis, the contractor must provide, install and maintain irrigation system with the following or similar components:
 - a. A water supply line with pressure reducing valve shall be connected with sufficient size and capacity to irrigate the trees and plants.
 - b. Timer.
 - c. ½", 5/8" or ¾" flex tubing with ½- to 1-gallon per hour adjustable bubblers/emitters with stakes (quantity to be determined by landscape contractor).
 - d. Emitters shall be positioned to provide equal amounts of irrigation to the container medium surrounding the plant material and native backfill as necessary to maintain soil moisture at appropriate levels. Coast Live Oak trees must receive 5-gallons of water/week.
 - e. Supply line and emitter length may be shortened or extended as necessary.

Irrigation water connection points are identified on the map in Attachment 1 and can be identified in the field by Twin Lakes Church Staff.

E. Mitigation Maintenance and Monitoring Program (MM&MP)

1. The Contractor shall monitor mitigation tree plantings beginning 2 weeks following the completion of all plantings and will provide qualified personnel to perform monthly aftercare for the first six months of establishment and then at quarterly intervals during the remainder of their two-year establishment period.
2. Irrigation components, supply line, pressure relief valves, emitters will be monitored for the two-year period to maintain functionality.
3. Monitor and manage soil moisture levels as necessary for a period of one year to ensure growth.
 - a. Soil moisture sensing shall be performed by a qualified technician manually with the use of soil core sampling tool.
 - b. Maintain soil moisture at appropriate levels for maximum growth.
4. Monitor and be attentive to plant performance.
 - a. Plants suffering poor growth rates or declining health will be identified, remedial action defined and implemented.
5. Mitigation plantings will be replaced, in kind with like species and container sizes of those planted if they die or are in an irreversible state of decline
6. At the end of the five-year period the status of the new plantings will be assessed to make certain that Success Criteria has been met and all mitigation plantings are alive and growing

well

7. Remedial actions, including an extension of the monitoring program will be implemented if the stated Success Criteria are not met.
8. Monitoring status reports shall be submitted by the Landscape Contractor as needed.
9. A final report will be submitted following the final inspection verifying compliance with MM&MP program elements including Success Criteria

SUCCESS CRITERIA

To ensure the success of the restoration plantings, the Contractor is to provide a written guarantee that all trees and plants will be healthy and growing at the end of a two-year acclimation period. Trees not deemed viable; with normal growth rates, foliar coloration and density at the end will be replaced with the same size plants and the acclimation period renewed.

PERFORMANCE CONDITIONS

- A. Work is to be performed by a qualified, state-licensed contractor using the most current versions of the following industry guidelines
 1. International Society of Arboriculture: Best Management Practices
 2. American National Standards Institute
 - a. A300 for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance-Standard Practices.
 - b. Z60.1-2001, American Standards for Nursery Stock
 - c. Z133.1-1994 for Tree Care Operations- Pruning, Trimming, Repairing, Maintaining, and Removing Trees and Cutting Brush-Safety Requirements
 3. All CAL OSHA requirements
- B. Maintenance and Monitoring period for trees planted will begin 2 weeks after installation is completed and end two years later.
- C. A 100% Success Criteria is to be met for:
 1. Fourteen (14) coast live oak *Quercus agrifolia* located in the Landscape Plan area.
15-gallon container size
 2. Twenty (20) Toyon *Heteromeles arbutifolia*
5-gallon container size
 3. Twenty (20) Silverberry *Elaeagnus pungens Fruitlandii*
5-gallon container size

4. Eleven (11) Silktassle Bush *Garrya elliptica*
5-gallon container size
5. Twenty-eight (28) Coffeeberry *Frangula californica* Eve Case
5-gallon container size
6. Forty-nine (49) Fortnight Lilly *Dietes vegeta*
1-gallon container size
7. Fourteen (14) Australian Fucshia *Correa Carmine Bells or Ivory Bells*
1-gallon container size
8. Eleven (11) Low Manzanita *Arctostaphylos Point Reyes*
1-gallon container size

D. Trees and plants that are not performing well or have died will be replaced at the contractor's expense and the aftercare period extended to ensure growth of each tree for a period of one year.

PREVAILING WAGE

In accordance with Labor Code 1771, the District hereby advises all bidders that:

- A. 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 California Labor Code section 1771.1(a)].
- B. 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.
- C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).
- D. The District will provide notice to the DIR of the award of this Contract within five (5) days of Award.

Furthermore, all bidders are hereby notified that the successful bidder shall:

- A. Employ the appropriate number of apprentices on the job site as set forth in California Labor Code 1777.5;
- B. Provide Workers' Compensation coverage, as set forth in California Labor Code Sections 1860 and 1861;
- C. Keep and maintain the records of work performed on the public works project, as set forth in California Labor Code Section 1812;
- D. Keep and maintain the records required under California Labor Code Section 1776 which shall

be subject to inspection pursuant to California Labor Code Section 1776 and California Code of Regulations, Division 1, Chapter 8, Subchapter 3, Article 6, Section 16400 (e);

- E. Submit electronic certified payroll records required under California Labor Code Section 1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, Section 16404; and
- F. Be subject to other requirements imposed by law.

CALIFORNIA WAGE RATE REQUIREMENTS: In accordance with the provisions of the California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates is available on-line at www.dir.ca.gov/DLSR/PWD. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Work.

Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site by the Contractor.

The District will not recognize any claim for additional compensation because of the payment by the contractor of any wage rate in excess of the prevailing wage rates on file as aforesaid. The possibility of a wage increase is one of the elements to be considered by the contractor in determining his/her or its bid and will not, under any circumstances, be considered as the basis of a claim against the District on the contract.

The successful bidder and its subcontractors shall employ workers, trades and craftsmen, which constantly display and demonstrate proper professional conduct to all fellow workers, employees and representatives of the District and other involved entities.

CONTRACT AWARD

If the District awards a contract, Award of the Contract will be made to the lowest responsive, responsible bidder complying with the Special Provisions, and such other pertinent provisions of the Contract Documents as may apply. The District will use the Project Total amount which includes the sum of schedule 1 and schedule 2 items on the proposal in determining the lowest bid on the proposal sheet. The District, however, reserves the right to reject any or all bids, and to waive any informality in bids received.

PROJECT PLANS:

LANDSCAPE PLAN WITH PLANTING AND IRRIGATION DETAILS

By Greg Lewis

SUPPLEMENTAL TREE PLANTING MAP