



Tri-City Medical Center

Request for Bids (“RFB”)

For

Landscape Maintenance

Date of Issuance: March 4, 2019

Bids Due: March 25, 2019

AT

**Tri-City Medical Center
Facilities Management Department
4002 Vista Way
Oceanside, CA 92056**

Attention: Chris Miechowski

SECTION A: NOTICE INVITING BIDS

Tri-City Healthcare District on behalf of Tri-City Medical Center, (herein referred to as "DISTRICT" or "Owner") is requesting bids ("Bids") from qualified companies for professional management services for Landscape Maintenance. Successful Bidder will perform all general landscape maintenance work necessary to preserve the exterior grounds of the Tri-City Medical Center and satellite locations in proper repair and condition in accordance with the general industry standards and as further described in this RFB (the "Work"). The contract term will be three (5) years or until terminated in accordance with the provisions of the contract ("Contract" or "Agreement"), the form of which is provided in this RFB.

Sealed Bids, inclusive of Bids, must be delivered to and received by the Owner at the offices of Tri-City Facilities Management Department no later than 3:00 P.M. (local) on March 25, 2019 at which time they will be publicly opened and read. Any Bids received after this time shall be returned unopened.

A mandatory pre-bid meeting and walk-through tour is scheduled for 10:00 A.M. (local) March 11, 2019 at 4002 Vista Way, Oceanside, CA 92056 in the Facilities Management Building. All questions shall be submitted via email to miechowskicj@tcmc.com by 3:00 P.M. March 13, 2019.

Each Bidder shall submit with the Bid a statement setting forth his experience and qualifications. Along with this statement each Bidder shall include: a list of most similar contracts showing total costs, how long they have been under contract, and the names, telephone numbers, and addresses of the owners; and, a summary of the qualifications of the Bidder's proposed Project Manager that highlights this individual's experience and skills relevant to the needs of this Work. The successful Bidder shall not assign to the Work an individual to whom the Owner expresses a reasonable objection and shall remove from the Work any individual the Owner rejects with or without specific cause.

A bid security bond, in an amount not less than ten (10) percent of the total Bid dollar amount, shall be submitted with each Bid. The successful Bidder shall be required to furnish a payment bond and a faithful performance bond as a condition precedent to its Contract to provide goods and services pursuant to this Notice Inviting Bids.

As applicable for the goods and services Bid upon, pursuant to section 1770, of the California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations ("DIR"). Copies of the prevailing rate of per diem wages are on file at the Tri-City Medical Center Administration offices. The successful Bidder shall post a copy of such determination at each job site within California. No contractor or subcontractor may be listed on a Bid unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for the Work unless registered with the DIR pursuant to Labor Code section 1725.5. This Work is subject to compliance monitoring and enforcement by the DIR. The successful Bidder shall be required to post all job site notices prescribed by law or regulation. The successful Bidder and its subcontractors shall be required to furnish electronic certified payroll records directly to the Labor Commissioner (also known as the Division of Labor Standards Enforcement) (A) at least monthly or more frequently if specified in the contract with the awarding body and (B) in a format prescribed by the Labor Commissioner.

All questions relative to this Work prior to the opening of Bids shall be directed to the Owner's Project Manager. It shall be understood, however, that no Specification interpretations may be made by

telephone nor may any "or equal" be considered for approval during the Bid period. Conforming Bidders will submit packages in adherence to the Specifications. Conforming Bidders shall not be entitled to rely upon any information provided by the Owner or the Owner's Project Manager unless such information is communicated in writing. The Owner's Project Manager for the Work is:

Chris Miechowski
Tri-City Healthcare District
4002 Vista Way
Oceanside, CA 92056

The Owner, through its duly authorized body or agent, will award the Contract to the lowest responsive responsible Bidder complying with these instructions and taking into consideration competency, or all Bids will be rejected as soon as practicable after the date of opening of Bids. The low Bid will be determined by the Total Bid Price identified on the Bids.

The Owner reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make awards in the interest of the Owner.

Pursuant to the requirements under Permits and Licenses in the Instructions for Bidders of the bidding documents, Bidders shall be licensed in the classification of Class C-27 Landscape Contractors License.

Dated at Oceanside, California this 4th day of March 2019.

By: Chris Miechowski

SECTION B: INSTRUCTIONS FOR BIDDERS

IFB-1. Bids

In order to receive consideration and be eligible for award, Bids must be made in accordance with the following instructions.

IFB-2. Examination of Documents, Site, and Conditions

Before submitting a Bid, Bidders shall carefully examine all Contract Documents and visit the site of the Work in order to fully inform themselves as to all existing conditions and limitations. If, upon such examination, the Bidder believes that the specifications are incomplete, the Bidder shall so notify the Owner in writing. Submission of a Bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements as set forth hereinafter.

IFB-3. Irregular Bids

Bids may be considered irregular and may be rejected by the Owner if they show any alterations of form, unauthorized additions, unauthorized conditional or alternate bids, incomplete bids, recapitulations, obviously unbalanced prices, erasures, or other irregularities of any kind. No Bid will be considered unless accompanied by the Bid Security in the type and amount specified. No oral, facsimile, telephonic or modified Bids will be considered.

IFB-4. Signing the Bid Form

The Bid shall include the legal name of the Bidder; identify the Bidder as a sole proprietor, a partnership, a corporation, or any other legal entity; include the Bidder's contractor's license number; be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the Work (a Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder); and be signed in longhand.

IFB-5. Bid Security

Each Bid shall be accompanied by a certified check, cashier's check, cash or bid bond, executed by an admitted surety approved to conduct business in the state of California pursuant to California Code of Civil Procedure Section 995.120, acceptable to the Owner in an amount equal to at least ten percent (10%) of the Bid, payable without condition to the Owner as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in manner and form required by these Contract Documents and will furnish the specified bonds. The bid security of the Bidder awarded the Contract will be retained until the Contract is signed and satisfactory payment and performance bonds are furnished, or other disposition made thereof.

IFB-6. Experience and Business Standing

Each Bidder shall submit with the Bid a statement setting forth his experience and business standing. Along with this statement each Bidder shall include: a list of full-service, fully managed, financially guaranteed programs currently in operation by your company. Included in this section should be the

names, titles and phone numbers of the hospital official of three(3) comparable companies which utilize your services.

IFB-7. Withdrawal of Bid Prior to Bid Opening

Any Bidder may withdraw his Bid, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of Bids.

IFB-8. Withdrawal of Bid after Bid Opening

A Bidder may request to withdraw his Bid after the opening of Bids if a mistake was made in preparing the Bid. A Bidder desiring to withdraw shall give written notice to the Owner within five (5) days after the opening of Bids, specifying in detail how the mistake occurred and how the mistake made the Bid materially different than it was intended to be. Withdrawal will be permitted for mistakes made in filling out the Bid provided the Bidder establishes, to the Owner's satisfaction, that such a mistake was made. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the Work or in reading the Plans and Specifications. The decision to accept or reject a request for withdrawal shall be solely the Owner's.

IFB-9. Required Bonds and Insurance

The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract Price and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract Price. Such bonds shall be executed by an admitted surety approved to conduct business in the state of California, pursuant to California Code of Civil Procedure Section 995.120. All Bidders are notified that all bonds required to be submitted relating to this Project must comply with California Code of Civil Procedure Section 995.630 and must be executed by a person authorized by virtue of a valid Power of Attorney which is in effect and on file with the County Clerk of the County of San Diego.

The successful Bidder will be required to furnish insurance as stated in the form Contract included in this RFB.

IFB-10. Surety Company

All required bonds shall be secured from a California admitted surety company satisfactory to the Owner. Owner shall be supplied either with: (1) proof of a minimum rating of "A" according to the current edition of Best's Key Rating Guide for the coverage being offered and evidence that the surety is a California admitted surety; or (2) the documents described in § 995.660 (a)(1) through (4) of the California Code of Civil Procedure.

IFB-11. Examination of Forms

The Bidder shall carefully examine the form Contract and bonds presented herein. The successful Bidder will be required to execute the Contract and bonds in the forms presented in this RFB.

IFB-13. Number of Copies

The Contract and the bonds will be executed in three original counterparts.

IFB-14. Questions About Documents

If any person contemplating submitting a Bid in response to this Request For Bids (“RFB”) is in doubt as to the true meaning of any part of this RFB, or finds discrepancies or omissions in any element thereof, s/he shall submit to the Owner a written request via e-mail to miechowskiCJ@tcmc.com no later than 3:00 P.M. March 13, 2019 for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

IFB-15. Interpretations or Corrections

Interpretation or correction of this RFB will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person or firm receiving a copy of this RFB. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

IFB-16. Documents to Rely Upon

Only this RFB, including the Notice Inviting Bids, the Instructions to Bidders and the Owner-issued Addenda, shall be relied upon for preparation of Bids, and unless specifically corroborated by the RFB, any and all statements or representations made by the Owner or other third parties regarding the work prior, during, or after submission of Bids will not be binding.

IFB-17. Addenda

Addenda shall become a part of this RFB. Any Addenda issued shall be covered and acknowledged in the Bid.

IFB-18. Award of Contract

The Owner, through its duly authorized body or agent, will award the Contract to the lowest responsive and responsible Bidder complying with these instructions, or will reject all Bids as soon as practicable after the date of opening of Bids. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the Bid amount for the performance of the Work specified in this RFB, but also the general competency of the Bidder. To this end, each Bid shall be supported by, and evaluated based upon, the statements submitted in response to IFB-6 and in information required by the Bid form. The Award, if made, will be made within sixty (60) calendar days after the opening of Bids, and a Notice of Award will be sent to the successful Bidder by certified mail. The low Bid will be determined by the Total Bid Price identified for the Bid Package.

IFB-19. Rejection of Bid

The Owner reserves the right to accept or reject any or all Bids and to waive any informality, irregularity, and nonconformity in the Bids received when deemed advisable in its sole discretion for the public good or the Owner’s best interests.

IFB-20. Bidders Interest in More Than One Bid Prohibited

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one Bid for the same Work unless alternate Bids are called for. A person, firm, or corporation

who has submitted a sub-bid to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

IFB-21. Bid Rejection in Case of Collusion

Reasonable grounds for believing that any Bidder is interested in more than one Bid will cause the rejection of all Bids in which such a Bidder is interested. Any or all Bids can be rejected by the Owner if the Owner has reason for believing that collusion exists among any of the Bidders.

IFB-22. Bid Protest

If any Bidder wishes to challenge a potential bid award, he shall file a written objection within five (5) calendar days following the bid opening. The written objection shall include specific reasons why the Owner should reject the bid questioned by the Bidder. The Owner may, in its discretion, consider the protest during the public meeting at which the contract award is to be considered, or it may consider it at a prior meeting. The Owner shall give the challenging Bidder and the challenged apparent low Bidder at least five (5) working days' notice of the board meeting at which the challenge shall be considered by the Board. No other notice, other than that required for agenda descriptions by the Ralph M. Brown Act, shall be required. The Board may, in its discretion, continue its consideration and determination of the issue to future meetings of the Board within the time authorized for award of the Contract. The Board's decision shall be final.

IFB-23. Site Conditions

Bidders are required to inform themselves fully of the conditions relating to the Work, and the Contractor shall employ, as far as possible, such methods and means in carrying out his Work as will not cause any interruption or interference to others working at the sites.

IFB-28. Procurement of Permits and Licenses

Unless otherwise stated, the Contractor shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the Work.

IFB-29. California Contractor's License

Bidders shall have a valid California contractor's license issued by the Contractors State License Board under the specialty license classification "C-27 Landscape Contractors License" for the Work included in each Bid. The license(s) shall be active and in good standing as of the date of submittal of the Bid and shall remain active and in good standing continuously until the termination of the Contract.

IFB-30. Wage Rates

Pursuant to Sections 1770 et seq. of the California Labor Code, the successful Bidder and its subcontractors of any tier shall pay all workers employed on the Project not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the Tri-City Healthcare District's Facilities Management Department, 4002 Vista Way, Oceanside, California 92056, and shall be made available to any interested party upon request. Copies may also be obtained from State of California, Division of Labor Statistics and Research, (415) 557- 0561. The successful Bidder shall post a copy of such

determination at the job site. The successful Bidder may be subject to penalties if workers are paid less than the required prevailing wages, as provided by Labor Code Section 1775. The successful Bidder shall, as a penalty to the Owner, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by the successful Bidder or by any subcontractors under him unless the requirements of Labor Code Section 1775(b) are met.

IFB-31. Apprentices

The Contractor shall comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices. Additional information is provided in the form of agreement included in this RFB.

IFB-32. Working Hours

The Contractor shall comply with all applicable provisions of Sections 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the Owner, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and a half (1 1/2) times the basic rate of pay.

IFB-33. Insurance

The Contractor shall provide insurance for the Work in accordance with the provisions stated in Contract included in this RFB. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

IFB-34. Registration with DIR and Compliance Monitoring

No contractor or subcontractor may be listed on a bid proposal for the Work unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for the Work unless registered with the DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR. The Contractor is required to post all job site notices prescribed by law or regulation. The Contractor and all of its subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (also known as the Division of Labor Standards Enforcement) (A) at least monthly or more frequently if specified in the contract with the awarding body and (B) in a format prescribed by the Labor Commissioner.

IFB-35. Execution of Bids and Bid Forms

Bids shall be properly executed upon the Bid Forms attached to and made part of these Contract Documents. No Bid will be considered unless it is made upon such Bid Forms and is submitted with this RFB. All Bids shall be prepared in accordance with these instructions and shall comply with applicable California statutes, with applicable ordinances, codes and regulations (including, without limitation,

building codes), and with the Contract Documents. Numbers shall be stated both in writing and in figures where so required. In case of a difference between written words and figures, the amount stated in written words shall govern. The completed forms shall be without interlineations, alterations, or erasures and no forms, Specifications or Contract Documents shall be disassembled.

IFB-38. Submission of Bids

A. Sealed bids shall be delivered as instructed herein and in the Notice Inviting Bids, on or before the day and hour set for the opening of Bids in the Notice Inviting Bids. It is the sole responsibility of the Bidder to see that his, her or its Bid is received in proper time. Bids received after the scheduled closing time for receipt of Bids will be returned to the Bidder unopened. One (1) original Bid shall be submitted in a sealed envelope, and one (1) electronic file containing the Bid shall also be submitted. The outside, upper left-hand corner of the envelope shall be marked as follows:

OFFICIAL BID - DO NOT OPEN
Tri-City Healthcare District
Facilities Management Department
4002 Vista Way
Oceanside, CA 92056

Bid Open Date: March 25, 2019

B. No Bid will be considered unless it is made upon the Bid Proposal forms (Bidding Documents) contained in and submitted with this RFB. No RFB shall be disassembled. Bid Proposals may be considered irregular and may be rejected by the Owner if they show any alterations of form, unauthorized additions, unauthorized conditional or alternate Bids, incomplete Bids, obviously unbalanced prices, erasures, or other irregularities of any kind. No Bid will be considered unless accompanied by the Bid Security in the type and amount set forth in Instructions for Bidders.

C. The Bids will be publicly opened and read at the time and place designated in the Notice Inviting Bids. The Owner reserves the right to reject any or all Bids and to waive any informality, irregularity, and nonconformity when deemed advisable in the Owner's sole discretion for the public good or the Owner's best interests.

SECTION C: REQUIRED FORMS FOR BID

This form is required.
Failure to submit a Bid upon this form shall constitute grounds for rejection of the Bid.

~~~ BEGIN COST BID FORM ~~~

**BID FORM**

TO: Tri-City Healthcare District

FOR: Landscape Maintenance program

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

A. BID IRREVOCABLE FOR SIXTY DAYS

This Bid, as presented herein, is irrevocable, and may not be withdrawn for a period of sixty (60) calendar days after the date set for the opening of Bids, except in accordance with the withdrawal of Bid provisions of the Instructions for Bidders.

This information shall be submitted in accordance with all provisions of the Instructions for Bidders.

B. SCHEDULE OF PRICES

All prices quoted are for management fee and Contractor's full time employees, tools and equipment, supplies and repair parts as specified in RFB, outside parts, labor and other direct expenses in fulfill the requirements of program described, based on a five (5) year contract term. Award will be based on the Total Bid Price listed in the "Bid Schedule".

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**BID SCHEDULE**

**for  
Landscape Management Services**

*Bid Schedule must be complete in its entirety.*

| <b>Item</b> | <b>Description</b>                           | <b>Estimated Quantity</b> | <b>Unit Price</b> | <b>Extended Amount</b> |
|-------------|----------------------------------------------|---------------------------|-------------------|------------------------|
| 1.          | General Maintenance                          | Lump Sum                  | \$                | \$                     |
| 2.          | Tree Maintenance                             | Lump Sum                  | \$                | \$                     |
| 3.          | Parking Lot Sweeping                         | Lump Sum                  | \$                | \$                     |
| 4.          | Initial implementation and/or Management fee | Lump Sum                  | \$                | \$                     |

\*Lump sum shall represent total for 5 years

Bidder shall total the extended amounts provided in the bid schedule to determine Total Bid Price entered in the following:

Total Bid Price in Numerals: \$ \_\_\_\_\_

Total Bid Price in Words: \_\_\_\_\_

\_\_\_\_\_ Dollars

The Contract Award will be based on the Total Bid Price listed above.

**COSTS INCLUDED IN PRECEDING BID**

The undersigned declares that the cost for all labor, materials, equipment, taxes and incidentals necessary for the following is included in the Total Bid Price.

**CONTRACTOR REGISTRATION**

Bidder shall submit proof of all contractor and subcontractor registrations with the DIR with the Bid.

**ADDITIONAL INFORMATION TO BE PROVIDED WITH BID**

Bidder shall submit responses to the following questions:

1. What is the official name of your firm?
2. Where is your firm located and what support offices are near Tri-City Medical Center?
3. Which office would provide services requested?
4. When was your firm founded?
5. Is your firm a subsidiary of another entity? If yes, please provide financial statements for the parent company.

6. Identify any affiliations, agreements, board members or investors affiliated with your company (or vice versa), which may represent a conflict of interest from the prospective of the Tri-City Healthcare District.
7. Describe how you anticipate the implantation of your services; include steps to be taken, anticipated cost savings and corresponding time frames for implementation.
8. Provide a timeline to implement your services in transitioning from start-up to full functioning program.
9. Provide a brief overview of the employees that would be assigned to manage this program.
10. Describe how price increases and decreases will be specifically determined.
11. Describe and list any costs that are NOT included in your Bid.

**Bidder Experience and Business Standing**

Additionally, Bidder shall submit with the Bid a statement setting forth his experience and business standing. Along with this statement each Bidder shall include: a list of full-service, fully managed, financially guaranteed programs currently in operation by your company. Included in this section should be the names, titles and phone numbers of the official of three (3) comparable companies which utilize your services.

**List of Subcontractors**

The Bidder shall provide in the form below the name, California Contractor’s license number, and location of place of business of each subcontractor who will perform work or labor or render services to the Bidder in the performance of the Work. Attach additional sheets to this subcontractor listing form if necessary. The Bidder may not use any subcontractors not listed in this Bid in the performance of the Work without prior written consent of TRI-CITY.

| Subcontractor’s Name, Location of Business and Contractor’s License Number | Value of Work (\$) | Portion (Type of Work) |
|----------------------------------------------------------------------------|--------------------|------------------------|
|                                                                            |                    |                        |
|                                                                            |                    |                        |
|                                                                            |                    |                        |

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CLOSING STATEMENT

In signing below, Bidder certifies that its Total Bid Price requests sufficient funds to allow bidder to comply with all applicable laws or regulations governing the labor or services to be provided under the Contract. Furthermore, Bidder hereby indemnifies Owner for liabilities and penalties for violations of Labor Code Section 2810.

In conformance with current requirements of Section 1861 of the Labor Code of the State of California, the undersigned confirms the following as his certification:

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

The undersigned has the legal authority to bind the Bidder to a contract for the execution of the Work object of this Bid Proposal.

Addenda:                      The undersigned acknowledges receipt of the following Addenda numbers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Respectfully  
submitted by:

\_\_\_\_\_

(signature)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this statement was executed on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

Clearly printed name:

\_\_\_\_\_

Position:

\_\_\_\_\_

Seal:

Co-signed or  
attested:

\_\_\_\_\_

(signature)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this statement was executed on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

Clearly printed name

\_\_\_\_\_

**\*\*\*END OF BID FORM\*\*\***

This form is required.

Failure to submit a Bidder's Bond in this form shall constitute grounds for rejection of the Bid.

**BIDDER'S BOND**

(10 Percent of the Total Bid Price)

KNOW ALL MEN BY THESE PRESENTS,

That we \_\_\_\_\_,  
(Full legal name of Bidder)

as Principal, and \_\_\_\_\_,  
(Full legal name of Surety)

as Surety, are held and firmly bound unto the Tri-City Healthcare District, Oceanside, California (the "Owner") in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

such amount representing ten percent (10%) of the amount of the Total Bid Price to obtain the award of a contract for all general landscape maintenance work necessary to preserve the exterior grounds of the Tri-City Medical Center and satellite locations in proper repair and condition in accordance with general industry standards (the "Contract") and to be paid to the Owner, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bound Principal is accepted by the said Owner and if the above bound Principal shall duly enter into and execute a Contract for such construction, and shall execute and deliver the Payment Bond, Performance Bond, and other Contract Documents described, within ten (10) calendar days from the date of the award and notice to the above bound Principal by and from the said Owner that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF,

---

Name of Surety

---

Address

---

Signature of Representative

---

Telephone Number

---

Name of Bidder/Principal

---

Address

---

Signature of Representative

---

Telephone Number



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 )  
 ) ss:  
COUNTY OF [COUNTY] )

On \_\_\_\_\_, before me, [Notary Name] , Notary Public, personally appeared [Name of person] , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

\_\_\_\_\_  
Notary Public

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 )  
 ) ss:  
COUNTY OF [COUNTY] )

On \_\_\_\_\_, before me, [Notary Name] , Notary Public, personally appeared [Name of person] , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

\_\_\_\_\_  
Notary Public

This form is required.

Failure to submit a Noncollusion Declaration in this form shall constitute grounds for rejection of the Bid. This Declaration to be fully executed.

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
Signature of: President, Secretary, Manager, Owner, or Representative

**SECTION D: CONTRACT AND BOND FORMS**

This document is Tri-City Healthcare District's "Contract" or "Agreement" and is a non-negotiable form. Tri-City Healthcare District is not bound to proceed with this Agreement until (i) the successful Bidder executes this form and all other required forms, (ii) Tri-City Healthcare District's Board of Directors or its designee approves the executed form, and (iii) Tri-City Healthcare District executes the Agreement.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN TRI-CITY HEALTHCARE DISTRICT  
AND \_\_\_\_\_  
FOR LANDSCAPE MAINTENANCE**

This Professional Services Agreement ("AGREEMENT") is made on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between TRI-CITY HEALTHCARE DISTRICT, a California healthcare district ("TRI-CITY"), and \_\_\_\_\_ ("CONTRACTOR"), an independent contractor, with a principal place of business in California (collectively, the "PARTIES," or individually, a "PARTY").

**ARTICLE 1  
TERM OF AGREEMENT**

1.01 This AGREEMENT will become effective on the date stated above, and will continue in effect for five (5) years or the completion of services provided for in this AGREEMENT or until terminated as provided under Article 6.

**ARTICLE 2  
SERVICES TO BE PERFORMED BY CONTRACTOR**

**Specific Services**

2.01 CONTRACTOR will perform the deliverables within the scope described in the Request for Bids for Landscape Maintenance ("RFB"), attached hereto as Attachment A and incorporated herein. CONTRACTOR will provide TRI-CITY with periodic reports regarding the progress of services performed, at TRI-CITY's request. Any changes to the scope of services or timeframes identified in Attachment A must be authorized by TRI-CITY in writing.

2.02 CONTRACTOR will determine the method, details, and means of performing the above-described services.

**Status of CONTRACTOR**

2.03 CONTRACTOR and its employee(s) are engaged in an independent contractor relationship with TRI-CITY in performing all work, duties and obligations hereunder. TRI-CITY shall not exercise any control or direction over the methods by which CONTRACTOR shall perform its work and functions. TRI-CITY's sole interest and responsibility is to ensure that the services covered by this AGREEMENT are performed and rendered in a competent, satisfactory and legal manner. The PARTIES agree that no work, act, commission or omission of CONTRACTOR or its employee(s) pursuant to this AGREEMENT shall be construed to make CONTRACTOR or its employee(s) the agent, employee or servant of TRI-CITY. CONTRACTOR and its employee(s) are not entitled to receive from TRI-CITY vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind. CONTRACTOR shall supervise and direct its employees and

agents in the performance of work under this AGREEMENT, using CONTRACTOR's best skill and attention. CONTRACTOR shall be fully responsible for and in sole control of all means, methods, techniques, sequences and procedures used by CONTRACTOR and its employees and agents in carrying out CONTRACTOR's obligations under this AGREEMENT.

2.04 CONTRACTOR may, without restriction, perform any other work either of the type covered under this AGREEMENT or otherwise for any other entity or individual without any restriction whatsoever imposed by this AGREEMENT.

#### **Payment of Income Taxes**

2.05 CONTRACTOR shall be fully and solely responsible for complying with and paying all federal and state employment, disability and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment law requirements with respect to CONTRACTOR or its employee(s). CONTRACTOR assumes and agrees that CONTRACTOR has full sole and legal control over the payment of all compensation to CONTRACTOR'S employees which is any way attributable to said employee's performance of CONTRACTOR'S obligations under this AGREEMENT.

2.06 CONTRACTOR agrees to indemnify, defend and hold TRI-CITY harmless from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines) TRI-CITY suffers as a result of (a) CONTRACTOR's failure to meet CONTRACTOR'S obligations under paragraph 2.04, or (b) a third party's designation of CONTRACTOR or its employee as an employee of TRI-CITY, regardless of any actual or alleged negligence by TRI-CITY.

#### **Compliance with Laws/Rules**

2.07 CONTRACTOR will perform all services under this AGREEMENT in good faith and in the best interests of TRI-CITY. In performing the services specified in this AGREEMENT, CONTRACTOR agrees to comply with all federal and state laws, rules and regulations, applicable TRI-CITY policies and procedures, departmental rules and other directives applicable to the services to be performed. Any changes to TRI-CITY policies and procedures that relate to CONTRACTOR will be provided to CONTRACTOR in writing. CONTRACTOR agrees to review such policies, procedures, rules and directives the contents of which CONTRACTOR will be deemed to have knowledge.

2.08 CONTRACTOR must be, and must require its subcontractors to, be registered with the California Department of Industrial Relations ("DIR") pursuant to California Labor Code section 1725.5, prior to execution of this Agreement. No contractor or subcontractor may be listed on a bid proposal for the Work, or may be awarded a contract for the Work, unless it registers with and pays an annual fee to the DIR. CONTRACTOR must, and must require its subcontractors to, post all job site notices prescribed by law or regulation. CONTRACTOR acknowledges, and must require its subcontractors to acknowledge, that this project is subject to compliance monitoring and enforcement by the DIR. CONTRACTOR shall submit proof of current registration, and shall require subcontractors to submit proof of current registration, to TRI-CITY prior to commencing work on the project. CONTRACTOR shall not perform any services under this AGREEMENT with a subcontractor who is ineligible to perform work on a public works project pursuant to California Labor Code sections 1777.1 or 1777.7.

2.09 CONTRACTOR agrees to comply with and require its subcontractors to comply with the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., and California Code of Regulations, title 8, section 16000 et seq. (collectively, "Prevailing Wage Laws") and any additional

applicable California Labor Code provisions related to such work including without limitation payroll recordkeeping requirements. CONTRACTOR and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in this Agreement and as required by law. The general prevailing wage determinations can be found on the DIR website at: <http://www.dir.ca.gov>. Copies of the prevailing rate of per diem wages may be accessed at TRI-CITY's administrative office, and shall be made available upon request. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services performed pursuant to this Agreement available to interested parties upon request, and shall post and maintain copies at CONTRACTOR'S principal place of business and at all site(s) where services are performed. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws, including California Labor Code section 1775. For example, CONTRACTOR shall forfeit, as a penalty to TRI-CITY, Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Agreement by him, or any subcontractor under him, in violation of Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold TRI-CITY and its officials, officers, directors, employees, agents and volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of CONTRACTOR or its subcontractors to comply with Prevailing Wage Laws.

2.10 CONTRACTOR and each of its subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by CONTRACTOR or subcontractor in connection with the services performed pursuant to this Agreement. Each payroll shall be certified, available for inspection, and electronic copies thereof furnished directly to the Labor Commissioner (also known as the Division of Labor Standards Enforcement) (A) at least monthly or more frequently or (B) in a format prescribed by the Labor Commissioner, as prescribed in California Labor Code section 1776, including any required redactions. CONTRACTOR shall keep TRI-CITY informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. CONTRACTOR shall inform TRI-CITY of the location of the payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of any change of location and address. Penalties for noncompliance include a forfeiture of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker until strict compliance is effectuated, which may be deducted from any moneys due CONTRACTOR.

2.11 Eight (8) hours of work shall constitute a legal day's work. CONTRACTOR and any subcontractors shall forfeit, as a penalty to TRI-CITY, Twenty-Five Dollars (\$25) for each worker employed in the execution of services pursuant to this Agreement by CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any calendar week in violation of the provisions of the California Labor Code, in particular, sections 1810 to 1815, thereof, inclusive, except services performed by employees of CONTRACTOR and its subcontractors in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay, as provided in California Labor Code section 1815.

2.12 CONTRACTOR'S attention is directed to the provisions of California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning employment of apprentices by CONTRACTOR or any of its subcontractors. If applicable to the services to be performed under this Agreement, CONTRACTOR shall comply with such apprenticeship requirements and submit apprentice information to TRI-CITY. Information relative

to apprenticeship standards, wage schedules and other requirements may be obtained from the DIR or from the Division of Apprenticeship Standards. Knowing violations of section 1777.5 will result in forfeiture not to exceed One Hundred Dollars (\$100) for each calendar day of non-compliance pursuant to section 1777.7.

2.13 CONTRACTOR shall ensure that any report generated under this AGREEMENT complies with California Government Code section 7550.

2.14 CONTRACTOR shall require any subcontractors performing services under this Agreement to comply with all of the above.

### **ARTICLE 3 COMPENSATION**

3.01 Compensation for all work performed under this AGREEMENT shall be calculated on a fixed price amount. Fixed price amount shall be the amount stated in the CONTRACTOR'S Bid attached hereto as Attachment B and incorporated herein. This amount shall not be exceeded unless there is a change in scope of work, in writing and agreed to by both PARTIES. The PARTIES agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. CONTRACTOR and TRI-CITY agree that this fee was arrived at through arms' length negotiations between the PARTIES.

3.02 TRI-CITY shall make payment to CONTRACTOR within sixty (60) days of receipt of approved invoice. Payment provision for any service other than those described in Attachment A will be set forth in an amendment to the AGREEMENT.

#### **Payment of Invoices**

3.03 CONTRACTOR shall submit invoices to TRI-CITY's Project Manager once per month. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task-by-task basis pursuant to Attachment A.

### **ARTICLE 4 OBLIGATIONS OF CONTRACTOR**

#### **Tools, Materials, and Equipment**

4.01 CONTRACTOR will supply all tools materials, and equipment required to perform the services under this AGREEMENT.

#### **CONTRACTOR'S Qualifications**

4.02 CONTRACTOR represents that its employee(s) have the qualifications and skills necessary to perform the services under this AGREEMENT in a competent, professional manner, without the advice or direction of TRI-CITY. This means CONTRACTOR is able to fulfill the requirements of this AGREEMENT. Failure to perform all the services required under this AGREEMENT constitutes a material breach of the AGREEMENT. CONTRACTOR has complete and sole discretion for the manner in which the work under this AGREEMENT will be performed.

4.03 Contractor is required to have and maintain a Class C-27 Landscape Contractors License throughout the term of this AGREEMENT.

4.04 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contracts if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

#### **Indemnity, Hold Harmless and Defense**

4.05 To the maximum extent allowable by law, CONTRACTOR agrees to indemnify, defend, and hold TRI-CITY and its officials, officers, directors, employees, agents and volunteers (collectively referred to as the "Indemnified Parties") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs (collectively referred to as "Liabilities") that such entities or persons may incur that pertain to, arise out of or relate to or are in any manner directly or indirectly connected with the services to be performed pursuant to this Agreement (including any and all damage occurring in course of driving to and from TRI-CITY property), however caused, including any errors, acts or omissions of CONTRACTOR, including CONTRACTOR's officers, officials, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom CONTRACTOR is legally responsible, or a breach by CONTRACTOR of any representation or agreement contained in this Agreement. CONTRACTOR's indemnification, hold harmless and defense obligation shall apply regardless of any negligence of Indemnified Parties, except to the extent caused by the sole negligence or willful misconduct of the Indemnified Parties.

4.05.1 CONTRACTOR shall cooperate with and do whatever is necessary to protect Indemnified Parties from any such Liabilities.

4.05.2 CONTRACTOR shall defend Indemnified Parties, at CONTRACTOR's own cost, expense and risk, from any and all such aforesaid Liabilities asserted in claims, demands, actions, causes of action, arbitration, mediations or other proceedings of any kind that may be brought or instituted against Indemnified Parties. CONTRACTOR and Indemnified Parties shall be jointly represented by legal counsel, unless there is a conflict of interest, and CONTRACTOR shall pay Indemnified Parties' reasonable attorneys' fees and costs as they are incurred. Indemnified Parties shall be consulted regarding and approve the selection of legal counsel. Should separate legal counsel be necessary for Indemnified Parties, as determined by TRI-CITY, CONTRACTOR shall pay for the reasonable attorneys' fees and costs including expert witness fees, as such fees and costs are incurred and within thirty (30) days of receipt of an invoice, for Indemnified Parties' legal counsel in addition to CONTRACTOR's own legal fees and costs. In all circumstances, Indemnified Parties reserve the right to retain their own attorneys. CONTRACTOR shall not agree without Indemnified Parties' prior written consent to any settlement on Indemnified Parties' behalf.

4.05.3 If CONTRACTOR is obligated to defend Indemnified Parties pursuant to this Article 4, Section 4.05, and fails to do so after reasonable notice from TRI-CITY, Indemnified Parties may defend themselves and/or settle such claims, suit or assertion, and CONTRACTOR shall pay to Indemnified



Parties any and all Liabilities incurred in relationship with Indemnified Parties' defense and/or settlement of such proceeding.

4.05.4 CONTRACTOR shall pay and satisfy any judgment, award, liability or decree that may be awarded, imposed or rendered against Indemnified Parties as a result of any claims, demands, suits, actions, causes of action, arbitrations, mediations or other proceedings whether legal, administrative or otherwise, including any settlement related thereto.

4.05.5 CONTRACTOR's indemnification, hold harmless and defense obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR, subcontractor, supplier or other person under workers' compensation acts, disability acts or other employee acts or the insurance required by this AGREEMENT. CONTRACTOR's indemnification, hold harmless and defense obligation shall not be restricted to insurance proceeds, if any, received by CONTRACTOR or Indemnified Parties. Provision of insurance coverage as required by this AGREEMENT shall not affect CONTRACTOR's indemnity obligations.

4.05.6 CONTRACTOR's indemnification, hold harmless and defense obligation shall survive the termination of expiration of this Agreement.

#### **Insurance**

4.06 CONTRACTOR will provide and keep in full force and effect during the term of this AGREEMENT the insurance policies listed below.

4.06.1 California Workers' Compensation, in compliance with California requirements.

4.06.2 General Liability Insurance [occurrence form CG 0001], covering bodily injury, personal injury and property damage with a combined single limit of no less than Two Million Dollars (\$2,000,000) per occurrence, and a minimum annual aggregate of Four Million Dollars (\$4,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

4.06.3 Automobile Liability Insurance [form number CA 0001, covering code 1 (any auto)] covering bodily injury and property damage, with a combined single limit of no less than Two Million Dollars (\$2,000,000) per claim.

4.06.4 Employer's Liability Insurance with a combined single limit of no less than Two Million Dollars (\$2,000,000) per claim.

4.06.5 Error and Omissions Insurance appropriate to CONSULTANT's services, with a combined single limit of no less than Five Million Dollars (\$5,000,000) per claim.

4.07 At a minimum, all general liability and auto insurance policies shall contain the following provisions, or the CONTRACTOR shall provide endorsements on forms supplied or approved by TRI-CITY to add the following provisions to the insurance policies: (1) TRI-CITY, its officers, officials, directors, employees, volunteers and agents shall be covered as additional named insureds with respect to the work or operations performed by or on behalf the CONTRACTOR including any materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary

insurance as respects TRI-CITY, its officers, officials, directors, employees, volunteers and agents. General liability coverage shall be at least as broad as ISO Form CG 20 10, 11 85, or both CG 20 10 and CG 20 37 forms if a version of CG 20 10 issued after CG 20 10, 11 85 is used. Any insurance or self-insurance maintained by TRI-CITY, its officers, officials, directors, employees, volunteers and agents shall be excess to the CONTRACTOR's insurance and shall not be called upon to contribute to it in any way.

4.08 At a minimum, all workers' compensation and employer's liability policies shall contain the following provision, or CONTRACTOR shall provide endorsements on forms supplied or approved by TRI-CITY to add the following provision to the insurance policies: The insurer shall agree to waive all rights of subrogation against TRI-CITY, its officers, officials, directors, employees, volunteers and agents for losses paid under the terms of the insurance policy which arise from work performed by CONTRACTOR.

4.09 At a minimum, all policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms supplied or approved by TRI-CITY to add the following provisions to the insurance policies: (1) coverage shall not be canceled by insured or insurer except after thirty (30) days prior written notice by certified mail has been given to TRI-CITY; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to TRI-CITY, its officers, officials, directors, employees, volunteers and agents; (3) coverage for contract liability applicable to CONTRACTOR's obligation under this AGREEMENT to indemnify TRI-CITY; and (4) standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to TRI-CITY, its officers, officials, directors, employees, volunteers and agents.

4.10 TRI-CITY shall not be liable for loss or damage to any tools, machinery, equipment, materials or supplies of CONTRACTOR. CONTRACTOR shall supply to TRI-CITY with an endorsement waiving the insurance carrier's right of subrogation against TRI-CITY for all policies insuring such tools, machinery, equipment, materials or supplies.

4.11 All insurance carriers shall be qualified to do business in California and maintain an agent for service of process within the state. All insurance carriers shall have a minimum of an "A" policyholder's rating and a minimum financial rating of "Class VI" according to the latest Best Key Rating Guide.

4.12 Any deductibles or self-insured retention limits must be disclosed to and approved by TRI-CITY prior to execution of this AGREEMENT. CONTRACTOR will furnish TRI-CITY with certificates of insurance prior to the commencement of work under this AGREEMENT, and as periodically as may be requested by TRI-CITY. All insurance policies required by this AGREEMENT shall be produced by CONTRACTOR at TRI-CITY'S request.

4.13 CONTRACTOR shall notify TRI-CITY in the event of any changes in insurance carrier or scope of coverage for insurance required by this AGREEMENT.

4.14 In the event that CONTRACTOR employs other contractors (subcontractors) as part of the services covered by this AGREEMENT, it shall be CONTRACTOR's responsibility to require and confirm that all if its subcontractors meet the minimum insurance requirements specified above.

#### **Bonds**

CONTRACTOR, simultaneously with the execution of this AGREEMENT, shall furnish a payment bond and a faithful performance bond each in an amount equal of one hundred percent (100%) of the

total contract amount pursuant to Article 3 of this AGREEMENT, and in accordance with requirements stated in the RFB.

#### **Conflict of Interest and Code of Conduct**

4.15 Upon execution of this AGREEMENT, CONTRACTOR may be required to complete and file with TRI-CITY a Conflict of Interest form, to be provided to CONTRACTOR by TRI-CITY.

4.16 CONTRACTOR has read and understands TRI-CITY'S Corporate Compliance Responsibility Program ("Program") materials and its Code of Conduct which can be found at <http://www.tricitymed.org/about-us/code-of/conduct/> and will comply with all provisions thereof in connection with the performance of this Contract. The Program requires that CONTRACTOR promptly report any noncompliance to an appropriate tri-city Hospital manager or to the TRI-CITY Hospital through the Hospital hotline (1-800-273-8452) or directly to Hospital's Compliance Officer.

#### **Assignment**

4.17 Neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned or subcontracted by CONTRACTOR without the prior written consent of TRI-CITY.

#### **Warranty of Materials and Workmanship**

4.18 CONTRACTOR warrants and guarantees that all materials used in connection with the performance of its obligations under this AGREEMENT shall be of good quality, free from faults and defects, and shall conform to the AGREEMENT specifications. Similarly, CONTRACTOR warrants and guarantees that all workmanship by CONTRACTOR, its employees, agents or other persons over whom CONTRACTOR has legal control, will be of good quality and free from faults or defects, and shall conform to the AGREEMENT specifications.

4.19 CONTRACTOR shall remedy and correct any defective or non-conforming materials or workmanship, or make replacements, within five (5) calendar days after written notice by TRI-CITY unless a shorter time is specified in the notice due to health, safety or other immediate concerns, or a longer time period is agreed to by TRI-CITY in writing. If CONTRACTOR fails to correct such defective or non-conforming materials or workmanship within that time period, TRI-CITY may, but is not obligated to, make such repairs and replacements and the actual cost of the required labor or materials shall be chargeable to and payable by CONTRACTOR. Additionally, TRI-CITY reserves the right to take corrective action at any time in its sole discretion.

### **ARTICLE 5 OBLIGATIONS OF TRI-CITY**

5.01 TRI-CITY agrees to comply with all reasonable requests of CONTRACTOR and provide access to all documents reasonably necessary to the performance of CONTRACTOR'S duties under this AGREEMENT.

### **Place of Work**

5.02 TRI-CITY agrees to furnish space on TRI-CITY premises for use by CONTRACTOR while performing the above-described services.

### **Indemnity**

5.03 To the extent allowable by the California's Government Claims Act, TRI-CITY agrees to indemnify, defend, and hold CONTRACTOR free and harmless from all claims, demand, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that CONTRACTOR may incur as a result of a breach by TRI-CITY of any representation or agreement contained in this AGREEMENT.

## **ARTICLE 6 TERMINATION OF AGREEMENT**

### **Termination for Default**

6.01 If either PARTY defaults in the performance of this AGREEMENT or materially breaches any of its provisions, the non-breaching PARTY may immediately terminate this AGREEMENT by giving written notification to the breaching PARTY. Termination will take effect immediately on receipt of notice by the breaching PARTY or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this AGREEMENT includes, but is not limited to, the following:

6.01.1 CONTRACTOR's failure to complete the services specified in Article 2 of this AGREEMENT, including failure to complete the services in a satisfactory manner including materials and workmanship in conformance with the specifications, of good quality and free from faults and defects.

6.01.2 CONTRACTOR's material breach of any representation or term contained in this AGREEMENT.

6.01.3 TRI-CITY's material breach of any representation or agreement contained in this AGREEMENT.

### **Termination Without Cause**

6.02 Either PARTY may terminate this AGREEMENT without cause upon thirty (30) days written notice.

### **Compensation Upon Termination**

6.03 Upon termination by either PARTY, TRI-CITY will pay to CONTRACTOR any outstanding service fees minus any costs reasonably incurred by TRI-CITY related to CONTRACTOR's services under this AGREEMENT prior to the notice of termination.

## **ARTICLE 7 PROPRIETARY RIGHTS**

**Confidential Information**

7.01 Any written, printed, graphic, or electronically or magnetically recorded information furnished by TRI-CITY for CONTRACTOR’s use are the sole property of TRI-CITY. This proprietary information includes, but is not limited to, marketing information and information concerning TRI-CITY employees, products, services, prices and operations.

7.02 CONTRACTOR and its employee(s) will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with TRI-CITY approval, and only to the extent necessary to perform the services under this AGREEMENT. This prohibition also applies to CONTRACTOR’s employees, agents, and subcontractors. On termination of this AGREEMENT, CONTRACTOR will promptly return any confidential information in its possession to TRI-CITY.

**ARTICLE 8  
GENERAL PROVISIONS**

**Notices**

8.01 Any notices required to be given under this AGREEMENT by either PARTY to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the PARTIES at the addresses below, but each PARTY may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth (5th) day after mailing, whichever occurs first.

To TRI-CITY:                      Tri-City Healthcare District  
                                                 4002 Vista Way  
                                                 Oceanside, California 92056  
                                                 Attention: Chris Miechowski, Director Facilities

To CONTRACTOR:                \_\_\_\_\_  
                                                 \_\_\_\_\_  
                                                 \_\_\_\_\_  
                                                 Attention: \_\_\_\_\_

**Survival**

8.02 All of CONTRACTOR’S obligations under this AGREEMENT, including but not limited to the indemnification, hold harmless and defense obligations, and with the exception of any continuing obligation to perform the routine landscape maintenance work, shall remain in full force and effect after the termination of this AGREEMENT.

**Headings**

8.03 The section and paragraph headings contained in this AGREEMENT are for convenience only and are not a part of this AGREEMENT, and do not in any way interpret, limit or amplify the scope, extent or intent of this AGREEMENT, or any of the provisions of this AGREEMENT.

### **No Waiver**

8.04 Failure of TRI-CITY to insist upon the performance of any covenant or condition within time period specified in this AGREEMENT shall not constitute a waiver of CONTRACTOR'S duty to complete performance within the designated periods unless the waiver is in writing. Neither TRI-CITY'S acceptance of, nor payment for any of the services under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.

### **Cumulative Remedies**

8.05 The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

### **Notice of Claims**

8.06 Should either PARTY suffer injury or damage to person or property because of act of the other PARTY, including the other PARTY'S employees, agents or others for whose acts such party is legally liable, a claim must be made in writing to such other PARTY within a reasonable time after the first observance of such injury or damage and in accordance with applicable law.

8.07 TRI-CITY will timely notify CONTRACTOR in the event a claim is filed by a third party which is related to this AGREEMENT. TRI-CITY may recover reasonable costs incurred in providing such notification.

### **No Third Party Beneficiary**

8.08 This AGREEMENT creates rights and duties between the PARTIES, and unless expressly stated herein no third party is or shall be deemed to be or shall have any rights as a third party beneficiary nor shall any third party have the right to enforce any of the provisions of this AGREEMENT.

### **Entire Agreement of the Parties**

8.09 This AGREEMENT, together with the Request for Bids and CONTRACTOR'S Bid which are incorporated herein and collectively referred to as the "Contract Documents," contains the entire understanding among the PARTIES hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This AGREEMENT may not be modified or amended other than by an agreement in writing.

8.10 In the event of any inconsistency in the provisions of the Contract Documents, the order of precedence from highest to lowest shall be: First – this Agreement, Second – the RFB (Attachment A), and Third – the CONTRACTOR'S Bid (Attachment B).

### **Partial Invalidity**

8.11 If any non-material provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

### **Attorneys' Fees**

8.12 If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing PARTY will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that PARTY may be entitled.

### **Document and Materials Ownership**

8.13 All original drawings, diskettes, and other copies of documents and materials developed in the performance of the work, including detailed calculations, shall be furnished to and become the property of TRI-CITY. TRI-CITY agrees to indemnify the CONTRACTOR for claims, damages, or liabilities caused by any use by TRI-CITY of the plans, drawings, specifications, and all information gathered by CONTRACTOR on any project other than the one for which such plans, drawings, and specifications were prepared and information gathered by CONTRACTOR.

### **Patent and Copyright Indemnity**

8.14 CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to TRI-CITY under this AGREEMENT infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless TRI-CITY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. TRI-CITY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without TRI-CITY's prior written consent, to any settlement, which would require TRI-CITY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.

8.15 If CONTRACTOR is obligated to defend TRI-CITY pursuant to this paragraph 9.06 and fails to do so after reasonable notice from TRI-CITY, TRI-CITY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to TRI-CITY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with TRI-CITY's defense and/or settlement of such proceeding.

8.16 In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for TRI-CITY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that they become non-infringing, but equivalent in functionality and performance.

8.17 Notwithstanding this paragraph 9.06, TRI-CITY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

### **Audits**

8.18 If this AGREEMENT involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the AGREEMENT is subject to examination and audit of the State Auditor, at the request of TRI-CITY or as part of any audit of TRI-CITY, for a period of three (3) years after final payment under the AGREEMENT.

### **Counterparts**

8.19 This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same AGREEMENT, and the signature of any PARTY to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

### **Provisions Required By Law**

8.20 Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein, and the AGREEMENT shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either PARTY, the AGREEMENT shall forthwith be physically amended to make such insertion.

### **Governing Law**

8.21 This AGREEMENT and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the state of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

### **Jurisdiction, Forum and Venue**

8.22 The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, County of San Diego. TRI-CITY and CONTRACTOR agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. TRI-CITY and CONTRACTOR hereby submit to personal jurisdiction in the State of California for any action or proceeding arising out of or relating to this Agreement including, but not limited to, the enforcement of this Agreement, and hereby waive any and all personal rights under the law of any state, county, or other jurisdiction to object to jurisdiction within the State of California for the purposes of any legal action or proceeding arising out of or relating to this Agreement, including but not limited to the enforcement of this Agreement, whether on grounds of inconvenient forum or otherwise.

### **Signatures**

8.23 Each person below warrants and guarantees that she/he is legally authorized to execute this AGREEMENT on behalf of the designated PARTY and that such execution shall bind the designated PARTY to the terms of this AGREEMENT.



Executed in San Diego County, California, on the date set forth above.

TRI-CITY

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

**ATTACHMENT A**

**Request for Bids for Landscape Maintenance**

(To be attached)

**ATTACHMENT B**

**Contractor's Bid**

(To be attached)

This form is required.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, Tri-City Healthcare District (hereinafter the "Owner"), has, on \_\_\_\_\_, 20\_\_\_\_, awarded to (hereinafter the "Principal"), a contract for the furnishing all labor, materials, equipment and services for all general landscape maintenance work necessary to preserve the exterior grounds of the Tri-City Medical Center and satellite locations in proper repair and condition in accordance with the general industry standards, as specified in the Contract Documents, and all miscellaneous work as specified and directed for a complete and operating installation (the "Contract").

WHEREAS, the Principal is required to furnish a bond in connection and with the Contract, providing that if the Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work contracted to be done, or for any work or labor done 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 Owner, its successors and assigns for the penal sum of One Hundred Percent of the Contract Price for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies 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 or for amount due under the Unemployment Insurance Code of the State of California with respect to such work or labor, or for any amounts due or to be withheld pursuant to Sections 18668 of the Revenue and Taxation Code of the State of California, or with respect to any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Section 9500 through 9566 of the Civil Code of the State of California, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, owned or used, in, upon, for, or about the performance of the Work contracted to be executed or performed, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of the Civil Code of the State of California, then the Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and in case suit is brought upon this bond, also will pay such reasonable attorneys' fees and costs to the Owner as shall be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the contract or to the Work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations under this bond, and it



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 )  
 ) ss:  
COUNTY OF [COUNTY] )

On \_\_\_\_\_, before me, [Notary Name] , Notary Public, personally appeared [Name of person] , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

---

Notary Public

This form is required.

**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, Tri-City Healthcare District (the "Owner"), has, on \_\_\_\_\_, 20\_\_\_\_, awarded to \_\_\_\_\_, (the "Principal"), a contract for the furnishing all labor, materials, equipment and services for all general landscape maintenance work necessary to preserve the exterior grounds of the Tri-City Medical Center and satellite locations in proper repair and condition in accordance with general industry standards, as specified in the Contract Documents, and all miscellaneous work as specified and directed for a complete and operating installation (the "Contract").

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

NOW, THEREFORE, WE, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Owner, its successors and assigns for the penal sum of One Hundred Percent of the Contract Price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the Contract and any alterations made as therein provided, on his 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 hold harmless, the Owner, its officers, employees and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to the Owner such reasonable attorneys' fees and costs as shall be fixed by the court.

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

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, specifications thereto, or to the Work. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.





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 )  
 ) ss:  
COUNTY OF [COUNTY] )

On \_\_\_\_\_, before me, [Notary Name] , Notary Public, personally appeared [Name of person] , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

---

Notary Public

**SECTION E: SPECIFICATIONS FOR LANDSCAPE MAINTENANCE**

## SPECIFICATIONS FOR LANDSCAPE MAINTENANCE

General landscape maintenance work for approximately 40 acres, located at:

4002 Vista Way, Oceanside, CA 92056,  
2095 West Vista Way, Vista, CA 92083  
6250 El Camino Real, Carlsbad, CA 92009,  
6260 El Camino Real, Carlsbad, CA 92009,

1. Please see the attached maps showing the extent of the scope for each location.
2. Contractor shall perform all routine gardening, landscape and horticulture work necessary to properly maintain the grounds of Tri-City Medical Center and off-site facilities.
3. Contractor will develop and submit for District input and approval: specific work schedule which shall be according to seasonal work requirements. Any deviation from the schedule must be approved in writing by the District's representative. Schedule will also list the crew size that will be on the District's property daily.
4. Contractor shall provide a qualified and competent work force sufficient to perform and complete work required under this Agreement. Included in this work force shall be a thoroughly skilled and competent supervisor who shall be directly responsible for insuring that this Agreement is complied with at all times. Work force will include a working foreman who will be responsible for checking with the district representative daily. Work force must be trained in landscape maintenance including, but not limited to, plant identification, proper pruning practices and irrigation management. Contractor's employee training program may be reviewed by the District prior to the selection of a successful bidder.
5. Contractor must have experience in providing landscape maintenance services to Healthcare Facilities. At time of bid, Contractor is to provide the District a list of references which includes a brief description of their experience with Healthcare Facilities. Contractor to provide resume of the Supervisor and Foreman to be assigned to the District's property, showing specific experience in Healthcare Facilities.
6. Contractor will immediately report any damage to the District's property by Contractor and shall be responsible for the repair, replacement or restitution at its own cost, of any damage caused in whole or in part by its neglect or incompetence.
7. Contractor will clean and clear all common areas each scheduled work day and remove all visible foreign matter, such as glass, tin cans and paper, etc.
8. Contractor will remove on the day that such items accumulate, all debris, weeds, pruning, etc., from the premises.
9. Contractor is responsible for providing, at its own cost, all power tools, machinery and equipment to perform the work as herein specified.
10. Contractor shall not be responsible for damage to District property from storm run-off, overflow, mechanical malfunction or broken water lines, unless such damage would not have

happened but for the neglect or incompetent acts or failure to act of Contractor or persons over whom Contractor has legal control or who are acting on Contractor's behalf.

11. Routine cleaning and maintenance of all drainage lines and catch basins will be performed by Contractor.
12. All vaults, valve boxes and sprinklers will be neatly trimmed weekly between April and October and bi-weekly between November and March. Trees, hydrants, light and power poles will be trimmed bi-weekly throughout the year.
13. Ground covers will not be permitted to climb except as specifically directed.
14. All open drains, or inlets to sub-surface drains in the landscape areas will be kept clean and free flowing.
15. For review of necessary work an authorized representative of Contractor will conduct a "walk through" of grounds with a representative of the District. Contractor shall submit monthly written reports which should include, but not be limited to, the condition of the grounds, progress on projects, proposals for upgrades, etc.

**A. Lawn Maintenance**

1. Contractor shall mow, trim and edge all lawn areas weekly to maintain the lawn areas in a neat and well groomed manner.
2. Contractor shall fertilize all lawn areas four (4) times per year with a 16-6-8 formula with trace elements applied at a rate of one (1) pound of actual nitrogen per 1,000 square feet in March, July, September and November. Through the rest of the year, fertilizing will be performed with calcium nitrate and/or ammonium nitrate applied at the manufacturer's recommended rate.
3. Contractor shall maintain lawn areas in a weed free manner. This work is to be accomplished with a selective herbicide without causing harm to existing lawn.
4. Contractor shall maintain complete "herbaceous" insect and pest control.
5. Contractor shall adequately water all lawn areas.
6. Contractor shall re-seed and/or re-sod bare or ailing lawn areas as necessary or when directed to do so by the District.
7. All mowing, edging, other power equipment and clean-up work will be accomplished in each "specified area" on the same day The District will provide Contractor with a list of "specified areas"
8. Grass and other vegetative material around base of trees will be neatly trimmed at least twice (2) a month. Trimming shall be done in a way which will not damage the tree trunk. Certain non-selective, non-systematic herbicides may be used to control grass around the tree bases, if carefully applied and kept within 6" of the tree trunk.

9. All turf grass areas will be aerated a minimum of twice (2) a year. Turf grass areas which have shown poor water penetration will be aerated more frequently.

**B. Tree, Shrub and Shrub Bed Maintenance**

1. Contractor shall completely trim and edge all shrubs and shrub beds as required to maintain a well-kept appearance.
2. Contractor shall fertilize trees and shrub beds every 120 days, with rate of application to be one (1) pound of actual nitrogen per 1,000 square feet, using a 16-16-16 formula material with trace elements.
3. Contractor shall maintain complete “weed control” of all shrubs and shrub beds on a regular basis and as necessary to maintain a well-kept appearance.
4. Contractor shall clean all shrub beds on a daily basis and as necessary to maintain a well-kept appearance
5. Contractor shall completely control insects and disease on all trees and shrubs. Other types of household pests must be controlled by a licensed exterminator company at the District’s expense. The Contractor will arrange for the exterminator’s services after obtaining approval from the District.
6. All trees (without exception) on the District’s property will be pruned and trimmed annually. Any tree branches which rub against the roof or sides of a building shall be immediately trimmed and removed; the entire tree will then be pruned sufficiently to restore a balanced shape. An inventory of all trees is attached to the RFP. All work must be supervised with a certified arborist and all work is to be done with certified tree workers.
7. Stakes and ties will be installed, maintained and removed in accordance with good tree management practices.
8. Contractor will be responsible for removal of dead trees. If such tree(s) are not able to be replaced, sod will be installed as needed where the tree(s) were removed.
9. Contractor shall perform “minor tree surgery”, as needed. However, all major tree surgery shall be performed by a licensed arborist at the District’s expense. The Contractor shall select and contract with the arborist after obtaining approval from the District and Contractor will provide consultation as needed.
10. Contractor shall adequately water all trees, shrubs and shrub beds.
11. Contractor shall prune shrubs as needed and in accordance with accepted standards. The objective of pruning should be to keep plant within bounds, yet growing naturally of uniformly. “Topiary” or hedge shear” pruning should be used for most situations.
12. All ground covers will be neatly trimmed away from the bases of trees, shrubs and other plantings. When the ground cover is endangering the surrounding plants, it shall be

trimmed to a radius of 12". All ground covers will be kept away from all foundations, walks, walls, stairs, pillars, curbs, fences, air-conditioning units, other plants, trees, poles, and wires, etc., to a distance of 4" to 6". Except as approved by the District, ground covers will not be allowed to climb. Ground covers shall be kept within their respective beds.

13. Contractor is liable for purchase and replacement of plant material which may be lost or damaged as a result of careless or improper maintenance procedures.
14. Contractor will perform such additional plant replacement and/or additions as may from time to time be requested by the District.
15. 18" clearance from all buildings shall be maintained at all times.

**C. Flower Bed and/or Herbaceous Ground Cover**

1. "Weed control" shall be on a regular and continuous basis in all planted areas, including slopes. Weed spray may be used only when there will be no damage to plants, animals or humans and no discoloration of masonry or decorative landscaping.
2. Contractor shall exercise special care to eliminate "noxious weeds" and to prevent their becoming established.
3. Contractor shall fertilize all flower beds and ground cover every 120 days, with a rate of application to one (1) pound of actual nitrogen per 1,000 square feet, using a 16-16-16 formula material with trace elements. Additional fertilizer necessary to keep the "Red Apple" ice plant green and lush will be applied at Contractor's expense.
4. Contractor to check annual color beds twice (2) weekly to pinch back and remove any dead blooms.
5. Contractor shall replant all damaged or thin areas in ground cover beds.
6. Contractor shall completely control "herbaceous" insects and disease in all flower and ground covers.
7. Contractor shall adequately water all bed areas.

**D. Irrigation**

1. Routine irrigation system maintenance will be the responsibility of the Contractor; such routine maintenance shall include, but not limited to, repair of main and lateral line breaks and leaks, valve cleaning, repair and replacement, including BFP devices repair and replacement; irrigation controller maintenance and repair, including electrical connections to valves, raising and adjustment of heads.
2. Routine sprinkler maintenance is the responsibility of the Contractor; these duties include, but are not limited to, adjusting, cleaning, maintaining and repairing sprinkler

heads to ensure that they are working properly, and adjusting and cleaning lines and repairing breaks in the lines which occur at the riser point.

3. All irrigation or watering called for under this Agreement shall be conducted under a careful water management program, with special attention to moisture variations required by different plantings. The effect of the watering program shall be regularly checked and adjusted whenever necessary. Watering program shall also comply with City of Oceanside ordinance no.88-15.
4. Contractor shall be responsible for regulating the irrigation controllers and valves as required to obtain optimum effectiveness and economy in the irrigation program and to minimize over spray onto cars and pavement. Contractor to utilize daily CIMMUS information in scheduling irrigation. The use of soil moisture sensors is also the Contractor's responsibility.
5. Contractor shall clean and adjust sprinkler heads and lines to keep them in good operating conditions at all times. He shall make all adjustments and repairs.
6. Contractor shall provide an Emergency Service which shall be available 24 hours a day, seven (7) days a week, to perform any of the duties covered by this Agreement on an emergency basis when necessary.
7. Contractor shall provide the District at least 48 hours advance notice of any shut-off, regardless of the area to be affected by such shut-off. This requirement may be waived by the District on a case-by-case basis.

**E. Pest Control**

1. Pesticide applications will be made only where they have been recommended by an authorized exterminator and such applications must be in strict accordance with applicable State and Federal regulations which it is the responsibility of Contractor to know and be familiar with.
2. No pesticides in "Toxicity Category One" or "Toxicity Category Two" will be utilized within the District's property without prior written permission from the District
3. All pesticide application equipment will be properly calibrated prior to use at the District's property.
4. Gopher, rabbit and squirrel control will be performed immediately upon detection. If the problem is not eradicated by the second attempt, an exterminator will be called by the Contractor after the District's approval.
5. Snails and slugs will be eradicated in any landscape area immediately upon detection. Due to the presence of pets in the community, pellets or other materials which could be ingested by animals, will not be utilized unless prior written authorization is received from the District.

6. Contractor shall provide the District with at least 72 hours advance notice of the spraying of any pesticide on District property.
7. Contractor shall possess a valid State of California Certified Applicators License and State of California Contractors License. Contractor to be responsible for all continuing education hours necessary to keep licenses active. Contractor responsible for reporting all chemicals used at District facility to the San Diego County Agriculture Department.
8. The cost of any exterminator retained by the Contractor pursuant to paragraph E.4, above will be borne by the District.

**F. Miscellaneous Provisions**

1. Contractor to provide all employees with uniforms identifying employees with Contractor. Uniform to consist of a shirt and hat with company name or logo and long pants.
2. All Contractor vehicles operated on District property will be identified with contractor's name.
3. Maintain all grounds and install BMPs (Best Management Practices) to prevent storm water pollution and keep the District compliant with all the storm water discharge laws.
4. Contractor to provide street sweeping twice per week at the hospital campus and once per week at the Wellness Center.

**G. Protection of Persons and Property**

1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its performance of its obligations under this Agreement.
2. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
  - a. All employees who Contractor uses to perform its obligations under this Agreement and all other persons who may be affected thereby;
  - b. All of the work performed by Contractor under this Agreement and all materials and equipment used by Contractor in performing its obligations under this Agreement;
  - c. All District property including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities, etc.
3. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.



4. Contractor shall designate a responsible member of its organization whose duty shall be the prevention of accidents. This person shall be Contractor's above referenced supervisor, unless some other individual is designated by Contractor in writing to the District.
5. Contractor shall provide the District with a copy of his S.B 98 Work-Safety Training Program.

**H. The following clarifications from the Public Bid in 2015 are included as part of this contract:**

1. Clarify what is being requested in Page 13 'Bidders Experience and Business Standing'. What is the meaning of "Financially guaranteed programs"?
  - a. *We are looking at current established contracts in place with other establishments*
2. Page 2, Section A, paragraph 4 states; each bidder shall include a list of similar contracts showing total costs and how long under contract. Page 13, Bidder Experience and Business Standing calls for 3 comparable companies and names of their officials; this item makes no reference to costs and length of contract. Please confirm which references you are requesting and the required information.
  - a. *We will accept 3 comparable companies along with info regarding person in charge of the contract and length of contract as well.*
3. There was discussion during the bid walk on the need for performance and payment bonds. As discussed, these are typical on construction contracts. They are unheard of on maintenance contracts. Please confirm that these will be required.
  - a. *Yes, to the payment bonds. The payment bond would also protect the workers and material suppliers. The performance bond will not be required.*
4. There was discussion on the required Errors and Omissions policy. These are typically written for architects and engineers, not landscape maintenance contractors. This is likely left over from a construction or design contract. Please confirm they will be required
  - a. *You are correct; it is typically required for professional services. Since this doesn't really fit into these types of services (landscape maintenance) it will not be required.*
5. Page 28 section 5.02 calls out space to be used by contractor. Will this be secure and can we keep a cart and tools onsite?
  - a. *At this time there will be no space provided to contractor to secure tools, carts on site.*
6. Page 45 item 6 calls for trimming all trees annually. The tree inventory included in the RFP is dated 2005 and does not reflect the wellness center. Will you provide an updated tree inventory?

- a. There will be no updated tree inventory provided. Each bidder is responsible to survey the existing inventory and bid accordingly.*
- 7. Page 46 and 47 references irrigation. No mention is made of irrigation repairs being an extra charge, which is typical and an industry standard. Adjustments should be part of the contract, while repairs would be an extra charge.
  - a. This is correct and irrigation repairs would be covered through an extra charge, unless the damage was causative by the contractor during the performance of their duties.*
- 8. Explain the reasoning for certified electronic payroll filed with the state monthly? This sounds like something that may be called out from a General Contracting spec.
  - a. The winning bidder is responsible to comply with all prevailing wage laws. Please review the laws to clarify if this will apply to your firm.*
- 9. Page 7, IFB-29 & Page 24, 4.03, requires a C-27 contractor's license; however it does not mention the need for a D-49 contractor's license. This is a state requirement for all tree work.
  - a. D-49 will be a requirement for all tree work performed by the contractor.*
- 10. Number of copies to be submitted, Page 5, IFB-13 says 3 original counterparts, Page 9, IFB-20A says 1 original submitted in a sealed envelope and one electronic. Please confirm the number of copies and the electronic method. Do we submit proposals to Chris?
  - a. We are requiring a hard copy proposal in a sealed envelope to be submitted by the contractor before the bid deadline. In the sealed envelope please include a memory stick with the electronic bid.*