### **AGENDA**

Special Meeting of Board of Directors Meeting Cameron Park Community Services District 2502 Country Club Drive, Cameron Park, California

Tuesday, August 9, 2016 5:00 p.m. Special Meeting

Board of Directors
GREG STANTON (G.

GREG STANTON (GS), President MARGARET MOHR, (MM), Vice-President

Directors: AMY BLACKMON (AB), SCOTT MC NEIL (SM), HOLLY MORRISON (HM)

### **CALL TO ORDER**

### **ROLL CALL**

### PLEDGE OF ALLEGIANCE

### **ADOPTION OF THE AGENDA**

Board members, staff and members of the public may request an item be pulled from the Consent Calendar for discussion. The Board will make any necessary additions, deletions, or corrections to the Agenda, determine matters to be added to or removed from the Consent Calendar, and with one motion adopt the Agenda and approve the Consent Calendar.

### **PUBLIC COMMENT**

At this time, members of the public may speak on any agenda item.

### **DEPARTMENT MATTERS**

For purposes of the Brown Act §54954.2 (a), the numbered items on this Agenda provide a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.

### 1. AWARD BID TO RBH CONSTRUCTION FOR THE NORTHVIEW PARK TRAIL PROJECT (UNIT45) Recommended Action: Review, Discuss and Award Bid to RBH Construction for the Northview Park Trail Project (Unit 45) in the amount of \$174.675 with a Board Poll Vote

### **ADJOURNMENT**

An AGENDA in FINAL FORM is located in the Reception area in the District Office as well as each of the Cameron Park Fire Stations. Additionally, a copy of the FINAL AGENDA is available on the District's website at www.cameronpark.org. Support material is available for public inspection at the receptionist counter in the District Office. Sessions of the Board of Directors may be recorded and members of the audience are asked to give their name and address before addressing the Board.

Any written document that relates to an agenda item for an open session of a regular meeting of the Board of Directors of the District which is distributed less than 72 hours prior to the meeting shall be made available for public inspection at the same time the writing is distributed to all, or a majority of all, of the members of the Board of Directors of the District. Such written documents will be made available at the District Offices located at 2502 Country Club Drive, Cameron Park, CA 95682.

Such writings will be made available in appropriate alternative formats upon request by a person with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. § 12132) and the Federal Rules and Regulations adopted in implementation thereof.

A person with a disability who requires a modification or accommodation in order to participate in a public meeting of the Board of Directors may, five (5) days prior to the date scheduled for a regular meeting of the Board of Directors, contact the District Office at 2502 Country Club Drive, Cameron Park, CA 95682, phone number: (530) 677-2231 to request a disability related modification or accommodation in order to attend the meeting, or to request auxiliary aids or services in order to enable such person to understand the proceedings at such meeting.



### Cameron Park Community Services District

### **REVISED Agenda Transmittal**

DATE: August 9, 2016

FROM: Mary Cahill, General Manager

AGENDA ITEM #1: AWARD BID TO RBH CONSTRUCTION FOR THE

NORTHVIEW PARK TRAIL PROJECT (UNIT 45)

**RECOMMENDED ACTION:** Receive, Discuss and Award Bid to RBH Construction for the

Northview Park Trail Project (Unit 45) in the Amount of \$183,152 with a 4/5 Board Poll Vote, Approve Resolution No. 2016-15 and

Approve Board President and General Manager to Sign

Construction Agreement

BUDGET ACCOUNT: Landscape and Lighting Assessment Districts (LLAD)

**BUDGET IMPACT:** \$183,152

Staff is requesting the Board award the Northview Park Trail Project bid to RBH Construction in the amount of \$183,152. This was the only bid received for this project. The work will include:

- Construction of a 10-foot wide stabilized decomposed granite trail with steel edging at Northview Park.
- The trail has a concrete ramp with handrail on the north end at Bridgeport Drive and sign walls at both Bridgeport Drive and Ashland Drive termini.
- Solar lighting on the wall has been included as an additive alternate in the bid.
- The work entails regrading of the existing trail to remove rock and establish an Americans with Disabilities Act (ADA) compliant grade, forming and installation of the concrete ramp and handrails, installation of steel edging and stabilized decomposed granite, construction of sign walls, and installation of new removable and fixed bollards.

The bid amount is \$183,152 and includes the Additive Alternative of lighting and electrical (please see Attachment 1). Foothill Associates will be assisting the District with construction management and inspections.

Attachment 1 - RBH Construction Bid Information

Attachment 2 - RBH Construction Base Bid

Attachment 3 – Resolution No. 2016-15

Attachment 4 – Agreement

Attachment 5 - Landscape Plans for Northview Park

### **RBH Construction Bid Information**

The base bid of \$181,472 was reduced by RBH Construction to \$174,675, which includes the Americans with Disabilities Act (ADA) hand rail modified to be constructed on-site using steel railings and posts, rather than pre-fabricated (Amendment #1).

There is an added alternative of \$8,477 for lighting and electrical, which can be added to the base price with a new total of \$183,152.

The projected start date of this project is Monday. August 15, 2016. It is anticipated the project will be completed by the end of October, 2016.

Staff is recommending that the Board approve the added alternative (\$8,477) for lighting and electrical for a bid total of \$183,152. This new total will still meet the Uniform Public Construction Cost Accounting Act:

If all bids received are in excess of one hundred seventy-five thousand dollars (\$175,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at one hundred eighty-seven thousand five hundred dollars (\$187,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> California Public Contract Code § 22034(d)

### **RBH Construction Base Bid**

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	LS	1	\$6,500	\$6,500
2	Surveys, including Layout and Staking	LS	1	\$3,100	\$3,100
3	Site Protection	LS	1	\$6,850	\$6,850
4	Clearing	LS	1	\$5,680	\$5,680
5	Earthwork	LS	1	\$12,050	\$12,050
6	Storm Drainage	LS	1	\$2,950	\$2,950
7	Sewer Manhole Cover Adjustments*	EA	1	N/A	N/A
8	Stabilized, Decomposed Granite Trail	SF	12,870	\$5	\$61,500
9	Mild Steel Edge	LF	2,570	\$10	\$25,686
10	Concrete Paving (5.5")	SF	700	\$14	\$10,100
11	ADA Handrail, including Posts	LF	140	\$185	\$25,960
12	Bollards (fixed)	EA	2	\$1,232	\$2,463
13	Bollards (removable)	EA	2	\$1,687	\$3,373
14	Entry Sign Wall and Pilaster	EA	2	\$7,630	\$15,260
TOTAL O	F BASE BID PRICE IN FIGURES, INITIAL BID				\$181,472

<sup>\*</sup> Removed from bid -- work will be done by EID

### Amendment #1 (7/20):

ADA Hand Rail (item #11) modified to be constructed on-site using steel railings and posts, rather than pre-fabricated.

TOTAL OF BASE BID PRICE IN FIGURES, AS AMENDED	\$174,675
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### Additive Alternate #1

ITEM DESCRIPTION	UNIT OF MEASURE
Lighting and Electrical	LUMP SUM
AMOUNT IN FIGURES	\$8,477

### Bid Total with Amendment #1 and Additive Alternative #1

Base Bid Price as Amended (Amendment #1)	\$174,675
Lighting and Electrical (Additive Alternative #1)	\$8,477
TOTAL AMOUNT OF BID	\$183,152

### RESOLUTION NO. 2016-15 of the Board of Directors of the Cameron Park Community Services District August 9, 2016

### RESOLUTION AWARDING AGREEMENT WITH RBH CONSTRUCTION IN EXCESS OF \$175,000 FOR THE NORTHVIEW PARK TRAIL PROJECT

WHEREAS, the Board of Directors of the District have caused plans and specifications for the work herein mentioned to be prepared, and have approved and adopted said plans and specifications; and

WHEREAS, the Board of Directors of the District have caused to be mailed for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work, and have made available instructions to bidders specifying the proper procedure to be followed in submitting sealed bids for the performance of said work; and

WHEREAS, RBH Construction, in response to such a notice, has submitted to the Board of Directors of the District a sealed bid for the performance of the work specified in said plans and specifications within the time stated in said notice and in the manner provided for in the bidding instructions; and

WHEREAS, the Board of Directors of the District have publicly opened and canvassed in the manner provided by law, the bid and proposal of RBH Construction and the other bids and proposals submitted in response to said Notice Inviting Bids; and

WHEREAS, RBH Construction was the lowest responsible bidder for the performance of said work, and the Board of Directors of the District, as a result of the canvas of all bids, has determined and declared RBH Construction to be the lowest responsible bidder for said work and have awarded to RBH Construction an agreement therefore.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors, pursuant to the authority granted by California Public Contract Code § 22034(d), hereby awards the said agreement for the Northview Park Trail Project to RBH Construction in the amount of \$183,152, and authorizes the President and Secretary of the Board to execute said agreement.

**PASSED AND ADOPTED** by the Board of Directors of the Cameron Park Community Services District, at a special meeting, held on the 9th day of August 2016, by the following vote of said Board:

AYES:	
NOES:	
ABSENT:	ATTEST:
Greg Stanton, President Board of Directors	Mary Cahill, Secretary to the Board

### **AGREEMENT**

This Agreement is made and entered into this 9th day of August, 2016, between Owner, CAMERON PARK COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and RBH Construction, Inc., hereinafter referred to as "Contractor". Contractor will construct, on behalf of the District, a Project consisting of the Northview Park Trail Project (the "Project"). The Project is located at Cameron Park in El Dorado County, California.

### RECITALS

WHEREAS, the Board of Directors of the District have caused plans and specifications for the work herein mentioned to be prepared, and have approved and adopted said plans and specifications; and

WHEREAS, the Board of Directors of the District have caused to be mailed for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work, and have made available instructions to bidders specifying the proper procedure to be followed in submitting sealed bids for the performance of said work; and

WHEREAS, Contractor, in response to such a notice, has submitted to the Board of Directors of the District a sealed bid for the performance of the work specified in said plans and specifications within the time stated in said notice and in the manner provided for in the bidding instructions; and

WHEREAS, the Board of Directors of the District have publicly opened and canvassed in the manner provided by law, the bid and proposal of Contractor and the other bids and proposals submitted in response to said Notice Inviting Bids; and

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and the Board of Directors of the District, as a result of the canvas of all bids, has determined and declared Contractor to be the lowest responsible bidder for said work and have awarded to Contractor a contract therefore.

NOW THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the parties hereto as follows:

### CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the "Contract Documents": The Project drawings, specifications for the Project, including technical specifications, general specifications, standard specifications and any and all special provisions; the Noncollusion Affidavit; the Pre-Bid Site Inspection Certification, the Notice to Contractors Inviting Bids; the

Instructions to Bidders; the bid and proposal of Contractor, all other required bidding documents, all required bonds, and all supplemental agreements covering alterations, amendments or extensions to this Agreement and the documents which describe the work to be performed.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or viceversa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

If Contractor should perceive an error, omission, or conflict in the Contract Documents, it will promptly notify the District representative in writing. The District representative will promptly resolve conflicts, errors and omissions by written instructions, which Contractor will promptly follow. If Contractor proceeds with work based on error, omission or conflict in the Contract Documents, without instructions from the District, it will be at the risk and expense of Contractor.

### SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, building permits, other required permits, sales taxes, shop drawings and samples to complete in a workman-like manner, the construction of the Northview Park Trail Project as specified in the Plans and Specifications for the Project prepared by Foothill and Associates which are incorporated herein by this reference.

### INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job site, the Contract Documents, as well as the building codes, laws and regulations including those of any other public entities that are applicable to the work. The contract price includes all work, as shown in the Contract Documents, the Plans and Specifications, the contract drawings, and any other documents as specified, needed to provide a finished, complete and operating facility in compliance with all applicable building codes, laws and regulations.

### **COMPLETION**

4. Contractor shall be required to begin work within 6 calendar days after written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within 76 calendar days from said written notice.

Should Contractor fail to complete the work described in this Agreement and the other Contract Documents incorporated herein within the time fixed for completion, Contractor shall be liable to the District in the sum of Five Hundred Dollars (\$500.00) per

calendar day for each day said work remains incomplete beyond the time set for completion in the Contract Documents as and for agreed and liquidated damages.

It is expressly agreed and stipulated by and between the parties hereto that the liquidated damages set forth above do not constitute a penalty since it would be impractical and extremely difficult to fix the actual amount of damages to the District as the result of any failure to complete said work within the period of time specified in the Contract Documents.

### **PAYMENT**

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: \_One Hundred Eighty-Three Thousand One Hundred and Fifty-Two Dollars (\$183,152.00). It is understood that with respect to that portion of the above sum which is based upon estimated quantities specified for the general scope of the work to be performed herein, that actual payment will be based upon the quantities as measured upon completion, and not upon estimated quantities. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Contractor may be paid progress payments at intervals of not less than thirty (30) days as the work progresses. As the basis for determining the amount of these progress payments, the Contractor shall, before commencing the work, submit to the District a detailed statement of all materials and labor included in its bid and proposal. This statement shall be so arranged that the value of the work as it progresses may be readily determined, and the first payment will not be considered as due hereunder until such statement is furnished by Contractor. Upon submission of a statement for a progress payment, and after verification thereof by the assigned representative of the District, a certificate for payment of the work actually performed, less five percent (5%) thereof, will be issued by the District. No certificate will be issued until defective work and materials have been removed, replaced and made good in accordance with the Contract Documents. In any event, payment made shall not be construed to be an acceptance of defective work or improper materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

Contractor shall be paid as the work progresses in the amount specified on each such certificate. Contractor shall notify District when it encounters work which exceeds the quantities or time of completion estimated immediately upon ascertaining the additional quantities or time extension required. Contractor shall apply for a Change Order as provided in Paragraph 11 of this Agreement, covering any such additional quantities or time extensions within ten (10) days of ascertaining the need for same. Failure by Contractor to do so will result in a waiver by Contractor of its right to recover any additional compensation from the District for said additional quantities or a waiver by Contractor of any extension to the time for completion specified in Section 4 hereof. After completion of work by Contractor, and its acceptance by the District, the District shall cause a Notice of Completion to be issued. Contractor shall provide to the District an Unconditional Waiver and Release for every subcontractor and/or entity providing materials and supplies on the job prior to release of final payment. The Unconditional Waiver

and Release shall be in the form required by Civil Code Section 8138, a copy of which is attached as Exhibit A to this Agreement. Thirty-five (35) calendar days from and after the issuance of the Notice of Completion, the balance of the contract price remaining unpaid will be paid to Contractor under certificate issued by the District, provided there are no mechanic's liens of record or stop notices in effect at that time, defective work to be repaired, and/or other disputes as to the amount of final payment owing.

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

Contractor may substitute securities in exchange for monies held in retention to ensure the performance of the Contract Documents, at the sole cost and expense of Contractor, as more particularly set forth in Public Contract Code Section 22300.

### PREVAILING WAGES

6. Pursuant to the provisions of Section 1720, et seq. of the Labor Code of the State of California, it shall be mandatory for Contractor, and any subcontractor working under Contractor, to pay all workers, laborers and mechanics employed in the execution of this work not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work or any part of the work contemplated by this Agreement. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of the District.

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on

consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and all subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing 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 person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section. This Project is subject to monitoring and enforcement by the Department of Industrial Relations. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code Section 1776 directly to the Labor Commissioner in accordance with Labor Code Section 1771.4 on at least a monthly basis (or more frequently if required by the District) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified or determined as the result of its own investigation, that Contractor or its subcontractors are in violation of any of the requirements set forth in Labor Code Section 1720 et seq. at no penalty or cost to the District.

### EIGHT HOUR DAY LIMITATION

7. Contractor agrees that eight (8) hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work under this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week; provided that subject to California Labor Code Section 1815, a worker may perform work in excess of eight (8) hours per day or forty (40) hours per week at not less than one and one-half times the basic rate of pay.

Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one calendar week in violation of California Labor Code

### **INSURANCE**

- 8. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:
- A. <u>Public Liability</u>, <u>Property Damage and Contractual Liability</u> <u>Insurance</u>. Contractor shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Contractor shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

If Contractor fails to maintain such insurance, the District may take out insurance to cover damages of the above-mentioned classes for which the District might be held liable on account of Contractor failing to pay such damages, and deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of its responsibilities to acquire insurance under this Agreement.

B. <u>Workers' Compensation Insurance</u>. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, the District may take out insurance to cover any compensation which the District might be liable to pay under the provisions of the Workers' Compensation Act by reason of an employee of Contractor being injured or killed while engaged in the course and scope of his employment. The District may deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of his responsibilities to obtain such insurance pursuant to this Agreement.

By execution of this Agreement, Contractor certifies as follows:

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

As part of the execution of this Agreement, Contractor agrees to furnish to the District a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Agreement. Such insurance shall be placed with an insurance carrier acceptable to the District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the work contemplated by this Agreement. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such cancellation or reduction.

Should Contractor fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

### PERFORMANCE AND PAYMENT BONDS

9. Contractor shall, at the time of execution of this Agreement, file two (2) separate bonds with the District, each made payable to the District. These bonds shall be issued by a surety company admitted to do business in the State of California as an insurer and shall be maintained during the entire life of this Agreement at the expense of Contractor. One bond shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement and shall guarantee the faithful performance of all aspects of this Agreement. The second bond shall be the payment bond required by Division Four, Part 6, Title 3, Chapter 5 of the Civil Code of the State of California, and shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement to guarantee the payment of wages and materials, supplies or equipment used in the performance of this Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provisions of this Agreement shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code. Prior to commencing work under this Agreement, Contractor shall provide a Certificate of Fact issued by the County of El Dorado, County Clerk-Recorder or Certificate of Authority issued by the State of California, Department of Insurance for any and all sureties issuing the bonds required under this Agreement. By execution of this Agreement, Contractor further certifies and represents that any and all sureties issuing the bonds required under this Agreement are authorized to do business in the State of California and that the bonds fully comply with Civil Code Sections 9550 and 9554, and the

Bond and Undertaking Law, Code of Civil Procedure Section 995.010, et seq.

### **INDEMNIFICATION**

Contractor shall assume the defense of, and indemnify and save harmless, 10. the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or employees in carrying out the provisions of this Agreement; and (4) any alleged act or omission by Contractor, any subcontractor, or Contractor's agents or employees, which results in a violation of any environmental laws, rules and/or regulations and/or any permits or plans issued by federal, state and/or local authorities. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

### **CHANGE ORDERS**

11. The District may, without invalidating this Agreement, order changes in the scope of the work to be performed by Contractor consisting of additions, deletions or modifications in the nature and extent of the work to be performed pursuant to the Contract Documents. If these additions, deletions or changes cause an increase or reduction in the cost of the work to be performed, then such increase or reduction in cost shall be mutually agreed upon by both parties and the contract sum, as well as the contract time shall be adjusted accordingly. Any such adjustment in the contract sum shall be calculated by using the same basis Contractor used for calculating its base bid. Contractor shall furnish a detailed itemization of the proposed contract price adjustment and any such change in the work and adjustment of the contract price and/or contract time shall be authorized only by written change order signed by Contractor and the District after approval by the District's Board of Directors. The contract sum as well as the contract time shall be changed only by such a written change order. In the event Contractor encounters work which exceeds the estimated quantities upon which its bid is based, Contractor shall notify the District of the discrepancy. Contractor shall apply for a Change Order reflecting any such additional quantities within ten (10) days of encountering same. A failure by Contractor to do so shall result in a waiver by Contractor to any right to compensation for such additional quantities. This Agreement shall be completed when the work is finished in accordance with the original Contract Documents as amended by such Change Orders regardless of their nature or extent.

### WARRANTY

Contract Documents and industry standards. Contractor unconditionally guarantees all materials and workmanship furnished under this Agreement, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective through faulty, improper or inferior workmanship or materials. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one (1) year from the date of District's acceptance of the work. This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

### CORRECTION OF WORK AND BACK CHARGES

13. Contractor will immediately, upon written orders of the District, correct any defect or deficiency in the work, equipment or materials. The District may withhold from Contractor, any amounts it reasonably estimates to be necessary for the correction of defective work if Contractor fails to repair and/or replace such defective work after request by the District.

### **CLEANUP**

14. Contractor will continuously clean the job site, and keep it in a safe, orderly and neat condition. At the completion of the work, the entire job site will be left in a broom-clean condition.

### CONCEALED CONDITIONS

15. Contractor has examined the job site, the Contract Documents and the applicable building codes, laws and regulations as well as any applicable laws and regulations of any and all utilities, that govern the conduct of the work, and has made such investigation as it deems appropriate. The contract price includes full compensation for all efforts to be expended by Contractor obtaining any and all approvals of the governing water, electricity, gas and other utility companies, and in dealing with any concealed, underground, known and/or unknown conditions.

### CONTRACTOR AS INDEPENDENT CONTRACTOR

Agreement, Contractor and Contractor's employees hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of the District. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures for performing the services required by this Agreement and for coordinating all portions of the work required by this Agreement. The District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor and Contractor shall be responsible for the actions of any such third persons. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment shall be determined by Contractor, and the District shall have no right or authority over such persons or the terms of their employment.

Neither Contractor nor any third persons employed by Contractor to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from the District should Contractor or any of its employees sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Contractor nor any third persons employed by Contractor shall be entitled to any other benefits payable to employees of the District. The District is not required to make any deductions from the compensation payable to Contractor under the provisions of Contractor's bid. Contractor hereby agrees to defend and hold the District harmless from any and all claims that may be made against the District based on any contention by any third party that an employer/employee relationship exists between the District and that third party by reason of this Agreement. Contractor further agrees to defend and hold the District harmless from any and all claims that may be made against the District by any third party based on any failure of the Contractor to fulfill its obligations contractual or otherwise, to any such third party.

Contractor represents that it, and its subcontractors, are properly licensed and will remain so during the progress of the work.

### **DEFAULT BY CONTRACTOR**

17. If Contractor fails to expeditiously advance the Project, or installs work that does not comply with the requirements of the Contract Documents, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the Project, fails to otherwise promptly pay for work or materials supplied to the Project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall

include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages and/or costs of completion assessed by the District against the Contractor pursuant to the provision of this Agreement.

### **DELAYS AND EXTENSIONS OF TIME**

18. If Contractor is delayed in the performance of the work by extraordinary inclement weather, flood, fire, earthquake, strikes, or other causes beyond the control of Contractor, then Contractor will apply to the District, in writing, for an extension of time within ten (10) days after commencement of the delay. The time for the completion of the contract may be extended as determined, in writing, by the District or its designated representative. Contractor waives any and all claims for delay which are not presented in a timely manner as provided for in this Paragraph. Contractor shall not be entitled for any extensions of time for delays caused by weather that is not uncommon for the time of year in which the work is to be provided.

### NO DAMAGES FOR DELAY

19. If Contractor is delayed in the progress of the work by any act of the District, or the District's agents or employees, Contractor will be entitled to an extension of time for completion of the work. Unless otherwise prohibited by statute, an extension of time shall be Contractor's sole and exclusive remedy, and Contractor will be entitled to no damages for delay. In any event, any claim of delay by Contractor must be submitted to the District within ten (10) days of the commencement of the delay.

### DESTRUCTION OF THE WORK

20. In the event the work is damaged or destroyed in whole or in part by fire, earthquake, flood, or other peril which is insured against by any insurance policy, the District shall collect the proceeds and shall apply them to the rebuilding and repair of the damaged or destroyed portion of the work. In such event, the time for completion of the work shall be extended and Contractor shall rebuild the work. The parties will negotiate a fair price to be paid by the District to the Contractor for such rebuilding. If the parties cannot agree, the District will reimburse Contractor for all direct costs, excluding overhead and profit, expended for rebuilding, and the amount of overhead and profit to be paid Contractor will be decided later. If more than fifty percent (50%) of the value of the work accomplished by Contractor should be so damaged and there is no insurance policy in effect to insure against such damage, or if the net proceeds of any available insurance are insufficient to cover the cost of rebuilding and/or repair, then the obligations of the parties under this Agreement shall terminate and the District shall pay Contractor the value of the work accomplished based on its percentage of completion prior to destruction.

### **SUBCONTRACTORS**

21. All subcontracts entered into by Contractor shall incorporate by reference the provisions of the Contract Documents that apply to the physical performance of the work. This incorporation by reference shall not, however, create any contractual relationship between the District and subcontractors. No subcontractor will be recognized as having a contractual relationship with the District, and any such claims of such a relationship is hereby denied. It is not intended by either the District or Contractor that any third party shall be beneficiaries of this agreement.

All persons engaged in the work under this Agreement will be considered as employees of Contractor, and their work shall be subject to all the provisions of the Contract Documents. The District and its representatives will deal only with the Contractor who shall be responsible for the proper execution of the entire work.

Prior to commencement of any work contemplated by this Agreement, Contractor shall provide to the District a list on the form provided with the bid proposal specifying the name, location of place of business and contractor's license number of each subcontractor who will perform work or labor, or render service to the Contractor regarding the construction of the work contemplated by this Agreement, or who will specially fabricate and install a portion of the work according to the Contract Documents, in an amount in excess of one-half (1/2) of one percent (1%) of Contractor's total bid. Contractor shall list only one subcontractor for each such portion of the work as defined by Contractor in its bid. If Contractor fails to specify a subcontractor for any portion of the work to be performed under this Agreement, Contractor agrees to perform that portion of the work itself.

Contractor shall not, without written consent of the District, (a) substitute any party as a subcontractor in place of the subcontractor designated in the original bid, or (b) permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed on the bid. Consent to any such substitution shall only be valid if in writing after authorized by the District's Board of Directors in Public Contract Code Section 4107. Should Contractor fail to comply with the provisions of this Paragraph, Contractor shall not be entitled to recover from the District any costs, expenses, losses or damages caused in part or in whole by the services rendered by such illegally substituted subcontractor.

The performance of this Agreement may not be subcontracted except upon written consent of the District, and no such subcontracting shall be permitted which would relieve Contractor or its surety of their responsibilities under this Agreement.

### STOP NOTICE LIEN RELEASES

22. Before the District makes any progress payment to Contractor, Contractor will supply the District with properly executed stop notice releases, in the appropriate form as required by Civil Code Sections 8134, a copy of which is attached as Exhibit B to this Agreement, signed by all persons who could claim stop notice rights on the Project, and acknowledging payment for all work, materials and equipment supplied to the Project up to ten (10) days before any progress payment is due from the District to Contractor.

### **SAFETY**

23. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work contemplated by this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (l) employees; (2) the Project itself and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor will indemnify the District and hold it harmless against all claims, liability, loss and expense, including attorney's fees and costs caused by or contributed to unsafe conduct tolerated by Contractor or any of its subcontractors.

### DISPUTES

24. If any dispute arises regarding the meaning of the drawings or Contract Documents, the quality or quantity of materials or workmanship, or additional amounts owing to Contractor arising out of delay, extra work, or Change Orders, the dispute shall be decided by Architect whose decision shall be final and binding on both parties.

The parties agree to adhere to the provisions of Public Contract Code Sections 20104 through 20104.6 with respect to any dispute arising out of the construction of the Project up to a value of \$375,000 (Three Hundred Seventy Five Thousand Dollars).

### UNSATISFACTORY WORK

25. All work that is unsatisfactory to the District shall be immediately taken down, removed, and replaced with work of a quality approved by the District without additional compensation to Contractor. The District shall have the right, on 48 (Forty-Eight) hours written notice, to remove or cause to be removed all unsatisfactory work or materials, and to have the work or material corrected or replaced as the District may elect, and Contractor shall be obliged to pay to the District all expenses so incurred. The District shall have the right but shall not be obliged to satisfy this obligation, as far as practicable, by deduction from future payments under this Agreement. If the obligation is not so satisfied, and Contractor fails to pay all unpaid amounts on the District's demand, recourse may be made immediately to Contractor's bond.

The District shall exercise all reasonable care and diligence to discover any labor or materials that are not satisfactory to them, or either of them, or not in accordance with the Contract Documents, and shall notify Contractor as the work progresses of the rejection of any such labor or materials in order to avoid unnecessary trouble and cost to Contractor in making good such defective labor or materials. Failure, however, on the part of the District to report promptly any labor or materials that do not meet their approval or are not in accordance with the Contract Documents shall not relieve Contractor of responsibility for any consequence of any unsatisfactory work or negligence of Contractor or Contractor's employees or subcontractors in the performance of the work.

Any alleged verbal agreement at variance with written instructions, drawings, the Contract Documents or this Agreement is invalid and unenforceable.

### PERMITS AND INSPECTIONS

26. Contractor agrees and understands that it is the responsibility of Contractor to obtain and pay for all necessary permits required for the performance of the work described in this Agreement as well as calling for and obtaining all required inspections during the course of the work on the Project which is the subject matter of this Agreement. Contractor is not relieved of its obligations pursuant to this paragraph by virtue of the District's assistance in procuring the necessary permits.

### ASSIGNMENT

27. Contractor shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without the District's prior written consent. In the event of any such purported assignment without the District's prior written consent, the District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor. If this Agreement is so terminated, the District may contract for the completion of the work or complete the work itself. If the cost and expense of completing the work, when added to the sum of amounts previously paid Contractor under this Agreement and any amounts due but unpaid to Contractor at the time of such termination, exceed the contract price, the District may deduct the amount of the excess from any such amounts then due Contractor. If the amount of such excess is larger than the amounts then due Contractor, Contractor shall immediately pay such excess or the balance thereof to the District, failing which recourse may be made immediately to Contractor's bond. If the Agreement is so terminated, Contractor agrees to waive and hereby does waive all other claims against the District for profits, loss, or damage because of such termination.

### ATTORNEY'S FEES

28. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

### TIME IS OF THE ESSENCE

29. It is expressly hereby agreed that time is of the essence of this Agreement including all Contract Documents incorporated herein.

### **GOVERNING LAW**

30. This Agreement shall be governed and construed according to the laws of the State of California.

### ENTIRE AGREEMENT

31. This Agreement, together with all Contract Documents expressly incorporated herein by reference, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor to the District, and contains all of the covenants and agreements between the parties with respect to such services. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the other Contract Documents shall be valid or binding.

### WAIVER

32. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the Project shall not be, or shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement

### AGREEMENT TO BIND SUCCESSORS AND ASSIGNS

33. This Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto.

### SEVERABILITY

34. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

### **AMENDMENT**

35. The terms of this Agreement may be modified only in writing by mutual agreement on signature of the District and Contractor. Said amendment shall be attached to this Agreement.

### NOTICE

36. Any notices to be given pursuant to this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice to the other. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notice shall be deemed communicated as of the date of deposit in the mail.

IN WITNESS WHEREOF, the CAMERON PARK COMMUNITY SERVICES DISTRICT has, by order of its Board of Directors, caused this Agreement to be signed by the Chairperson and Secretary of said Board of Directors and Contractor has executed this Agreement on the date and year first above written.

CAMERON PARK COMMUNITY SERVICES DISTRICT, a political subdivision of the State of

### **EXHIBIT A**

### UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IFYOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information** 

Name of Claimant: Name of Customer: Job Location: Owner:
Unconditional Waiver and Release
This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has been paid in full.
Exceptions
This document does not affect the following:  Disputed claims for extras in the amount of: \$
Signature
Claimant's Signature: Claimant's Title: Date of Signature:

### **EXHIBIT B**

### UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IFYOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

<b>Identifying Information</b>			
Name of Claimant:			
Name of Customer:			
Job Location:			
Owner:			
Through Date:	<b></b>		
Unconditional Waiver and Release			
This document waives and releases lien,	stop paymen	t notice	and payment bond rights the
claimant has for all labor and service prov			
customer on this job through the Through	Date of this	documen	t. Rights based upon labor or
service provided, or equipment or material of	delivered, pur	suant to	a written change order that has
been fully executed by the parties prior to t	he date that th	his docur	nent is signed by the claimant,
are waived and released by this document,	unless listed	as Excep	otion below. The claimant has
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This document does not affect the following	;• •		
(1) Retentions.			
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Claimant's Signature:			
Claimant's Title:			
Date of Signature:			

## GENERAL NOTES

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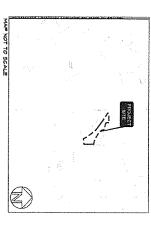
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# LANDSCAPE PLANS FOR:

# NORTHVIEW PARK FOR CAMERON PARK COMMUNITY SERVICES DISTRICT

PROJECT VICINITY MAP







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