



**ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
200 KALMUS DRIVE  
COSTA MESA, CALIFORNIA 92626**

**BID NUMBER: 25-07**

**BID TITLE:** Landscape Maintenance Services  
Kalmus – 200 Kalmus Drive, Costa Mesa  
Esplanade – 3001 Red Hill Avenue, Costa Mesa  
Red Hill – 2910 Red Hill Avenue, Costa Mesa  
Harbor Learning Center South – 15872 S. Harbor Blvd., F.V.  
Harbor Learning Center North – 1240 N Harbor Blvd., Anaheim  
Rancho Sonado – 8755 Santiago Canyon Rd. Silverado(Future)

**MANDATORY JOB  
CONFERENCE:** March 30, 2026, 9:00:00 A.M. PDT SHARP!  
Orange County Department of Education 200  
Kalmus Drive, Building A Quad Area Costa Mesa,  
California 92626

**BIDDER'S  
QUESTIONS:** All Bidders are required to send in any Request for  
Information (RFI), questions or clarifications in writing  
regarding this Project by email to Kristin Lange at  
[klange@ocde.us](mailto:klange@ocde.us) no later than 11:00:00 A.M. April 6, 2026.

**BID DUE DATE:** April 14, 2026 11:00:00 A.M. PDT SHARP!  
Orange County Department of Education  
Purchasing Department  
200 Kalmus Drive, Building A  
Costa Mesa, California 92626

The Orange County Superintendent of Schools is requesting bids for the Landscape Maintenance Services. Questions and/or concerns related to the Bid requirements should be directed to Kristin Lange, Purchasing & Contracts Manager by email [klange@ocde.us](mailto:klange@ocde.us) by the deadline noted above.

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## PUBLIC NOTICE - INVITATION TO BID

**NOTICE IS HEREBY GIVEN** that the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, will receive up to but not later than **11:00:00 A.M. PDT on the 14th day of April, 2026**, sealed bids for the award of a Contract for the following:

BID NUMBER 25-07: Landscape Maintenance Services

Kalmus – 200 Kalmus Drive, Costa Mesa  
Esplanade – 3001 Red Hill Avenue, Costa Mesa  
Red Hill – 2910 Red Hill Avenue, Costa Mesa  
Harbor Learning Center South – 15872 S. Harbor Blvd., F.V.  
Harbor Learning Center North – 1240 N Harbor Blvd., Anaheim  
Rancho Sonado – 8755 Santiago Canyon Rd. Silverado (**Future**)

**A MANDATORY Job Walk will be held on March 30, 2026, at 9:00:00 A.M. PDT SHARP!** The job walk will be held at the Orange County Superintendent's property located at 200 Kalmus Drive, (Quad Area) Costa Mesa, California 92626. The goal of the job walk is to provide prospective bidders an opportunity to walk the facilities and familiarize themselves with conditions relating to the Orange County Superintendent of Schools and its operations. Any bidder failing to attend the entire job walk will be deemed a nonresponsive bidder and will have its bid returned unopened.

**A complete copy of the Bid document and plans are available on the District's website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>.**

All bids shall be made and submitted only on the forms provided by the SUPERINTENDENT. Bids shall be received only at the Orange County Superintendent of Schools, Purchasing Department, 200 Kalmus Drive, Costa Mesa, California 92626, and shall be opened and publicly read aloud at the above stated time and place. It is the bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bids received after the time specified above shall be returned unopened.

Any technical or procedural questions regarding the Bid documents and/or Project must be submitted in writing to Kristin Lange at [klange@ocde.us](mailto:klange@ocde.us). Request for Information (RFI) must be received no later than 11:00:00 A.M. PDT on April 6, 2026. Any request made after such date and time will not be addressed.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code Section 7028.15 and Public Contract Code Section 3300. The Superintendent requires that the successful Bidder must possess a **Class C-27** Contractor's License valid and active in the State of California at the time the bid is awarded. Any bidder not so specifically licensed at the time the bid is awarded will be rejected as non-responsive. The bidder's California State License number shall be clearly stated on bidder's bid response. Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the work called for in the Bid documents.

The SUPERINTENDENT reserves the right to reject any or all bids and not necessarily accept the lowest bid price submitted, and to waive any irregularities or informalities in any bid or in the bidding. The right is also reserved by the SUPERINTENDENT to select the Bidder which in his opinion will best serve the needs of the Orange County Superintendent of Schools.

The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7,

Chapter 1 of the Labor Code. The SUPERINTENDENT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are also available from the Director of the Department of Industrial Relations on the following website: [www.dir.ca.gov](http://www.dir.ca.gov). Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

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

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

Pursuant to Section 22300 of the Public Contract Code, the contract will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the SUPERINTENDENT to ensure performance under the contract or permitting payment of retentions earned directly into escrow.

A bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contracts Code, or engage in the performance of any contract for public works, as defined in Labor Code, unless currently registered with the California Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Labor Code 1725.5. Bidder and its subcontractors should carefully review the DIR website <http://www.dir.ca.gov> for all applicable requirements to be eligible to bid on this Project.

By: Kristin Lange  
Purchasing & Contracts Manager

Date Published: March 18, 2026  
Date Published: March 25, 2026

## RETURN DOCUMENTS CHECKLIST

The following sections of this Bid Document Number: 25-07 Landscape Maintenance Services must be returned with the bid response prior to the bid closing deadline on or before 11:00:00 A.M. PDT on April 14, 2026, to be considered responsive to the bid specifications.

### Document Title

1. Bid Form
2. Bid Form 1-A
3. Designation of Subcontractors
4. Information Required of Bidder
5. Non-Collusion Declaration
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
7. Iran Contracting Act Certification
8. Ukraine-Russia Contracting Certification
9. EDGAR Federal Funding Contract Compliance Form
10. Preliminary Schedule and Work Plan
11. Most recent financial statement or other financial instrument that will establish your firms' ability to complete its obligations under any agreement resulting from this bid.

## INFORMATION FOR BIDDERS

### WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME  
THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS  
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME  
SUPERINTENDENT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form and Bid Form 1-A completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.
2. Bidder's Questions. All Bidders are required to send in any questions or comments in writing regarding this Project by email to Kristin Lange at [klange@ocde.us](mailto:klange@ocde.us) no later than 11:00:00 A.M. PDT, April 6, 2026.
3. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form (s) provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the SUPERINTENDENT at: **Orange County Department of Education, Attn: Contracts/Purchasing/Transportation Department, 200 Kalmus Drive, Costa Mesa, California 92626.** and must be received on or before the bid deadline. (Public Contract Code Section 20112) The envelope shall be plainly marked in the upper left hand corner with the Bidder's name, the Project designation and the date and time for the opening of bids. **It is the Bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.
4. Bid Security. When applicable, each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of not less than **ten percent (10%)** of the total bid price payable to the SUPERINTENDENT and shall be given as a guarantee that the Bidder, if awarded the contract, will execute the contract within **five (5)** working days after notice of award of the contract, and will furnish, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total bid price and separate Payment (labor and material) Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, all within **five (5)** working days of the notice of award of the contract or as otherwise requested in writing by the SUPERINTENDENT. It is understood and agreed that should Bidder fail or refuse to return these documents as required by the SUPERINTENDENT, the bid security shall be forfeited to the

SUPERINTENDENT. If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.

5. Signature. Any signature required on Project Documents must be signed in the name of the Bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.

6. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the SUPERINTENDENT may result in the SUPERINTENDENT'S rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

7. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that SUPERINTENDENT determines that any bid is unintelligible, illegible or ambiguous, the SUPERINTENDENT may reject such bid as being nonresponsive.

8. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each Bidder shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the Bidder. The SUPERINTENDENT is not making any warranties regarding said information. The SUPERINTENDENT shall not be liable for any loss sustained by the successful Bidder resulting from any variance between the conditions and design data given in the Project

Documents and the actual conditions revealed during the Bidder's pre-bid examination or during the progress of the work. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders.**

9. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security, if applicable, for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No Bidder may withdraw any bid for a period of **sixty (60)** calendar days after the date set for the opening of bids.

10. Agreement and Bonds. This section IS NOT applicable to this Project. The Agreement which the successful Bidder will be required to execute and the payment bond, if applicable, required in accordance with Civil Code Section 3247, are included in the Project Documents. The payment bond shall be in the amount not less than one hundred percent (100%) of the amount of the contract in accordance with Civil Code Section 3248. The successful Bidder if applicable, will also be required to furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the contract and in the form included in the Project Documents, which shall remain in full force and effect through the guarantee period as specified in the General Conditions. All bond premiums shall be at Bidder's cost.

11. Interpretation of Project Documents. If any Bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the SUPERINTENDENT **three (3)** days before bid deadline. No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at SUPERINTENDENT'S discretion and only by written addendum duly issued by the SUPERINTENDENT, and a copy of such addendum will be hand delivered or mailed or faxed to each Bidder known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the SUPERINTENDENT. If there are discrepancies of any kind in the Project Documents, the interpretation of the SUPERINTENDENT shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE SUPERINTENDENT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE SUPERINTENDENT'S TIMELINES FOR COMPLETION OF THE PROJECT.

12. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the SUPERINTENDENT. A person, firm, or corporation that has submitted a subproposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting

prices to other Bidders or submitting a bid on the Project.

13. Award of Contract. The SUPERINTENDENT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the SUPERINTENDENT will be to the lowest responsive and responsible Bidder. In the event an award of the contract is made to a Bidder and such Bidder fails or refuses to execute the Agreement and provide the required documents within **five (5)** working days after the notice of award of the contract to Bidder, the SUPERINTENDENT may award the contract to the next lowest responsive and responsible Bidder or reject all Bidders.

14. Alternatives. This section IS NOT applicable to this Project. If the SUPERINTENDENT intends to call for alternate bids (Public Contract Code Section 20103.8), then the SUPERINTENDENT intends to award the contract to the lowest responsive and responsible Bidder on the base bid without consideration of any of the additive and/or deductive items, unless the other three (3) below optional clause apply as usual by SUPERINTENDENT.

     OPTIONAL: The SUPERINTENDENT intends to call for alternate bids. The Governing Board intends to award the contract to the lowest responsive and responsible Bidder on the lowest total on the base bid and the following additive and/or deductive items.

     OPTIONAL: The SUPERINTENDENT intends to call for alternate bids. The Governing Board intends to award the contract to the lowest responsive and responsible Bidder on the lowest total of the base bid and the additive and/or deductive items taken in order from the specifically identified list of items in the Special Conditions depending on available funds.

     OPTIONAL: The SUPERINTENDENT intends to call for alternate bids. The Governing Board intends to award the contract to the lowest responsive and responsible Bidder in a manner that prevents any information that would identify any of the Bidders from being revealed to the SUPERINTENDENT before the ranking of all Bidders from lowest to highest has been determined.

15. Competency of Bidders. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Project. By submitting a bid, each Bidder agrees that the SUPERINTENDENT, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the Project. To this end, each bid shall be supported by a statement of the Bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

The SUPERINTENDENT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the SUPERINTENDENT. In this regard, the SUPERINTENDENT may conduct such investigations as the SUPERINTENDENT deems necessary to assist in the evaluation of any bid and to establish the responsibility,

qualifications and financial ability of the Bidder, proposed subcontractors, and other persons and organizations to do the work to the SUPERINTENDENT'S satisfaction within the prescribed time. The SUPERINTENDENT reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the satisfaction of the SUPERINTENDENT.

16. Listing Subcontractors. Each Bidder shall submit, on the form furnished with the Project Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). If alternate bids are called for and the Bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. If the Bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the Bidder's total bid, the Bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the SUPERINTENDENT invoking the remedies of Public Contract Code Sections 4110 and 4111.

17. Insurance and Workers' Compensation. The successful Bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. SUPERINTENDENT may request that such certificates and endorsements are completed on SUPERINTENDENT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder shall secure the payment of compensation to all employees. The successful Bidder who has been awarded the contract shall sign and file with SUPERINTENDENT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project Documents. Labor Code Section 1861.

18. Contractor's License. If, at the time and date of the bid award, Bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Project Documents, such bid will be rejected as nonresponsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the SUPERINTENDENT that the Bidder was properly licensed at the time the bid was awarded. Any Bidder not so licensed is subject to penalties under the law and the contract will be considered void and SUPERINTENDENT shall have the right to bring an action against the unlicensed Bidder awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The Bidder may not use the contractor license of a third party for this bid.

If Bidder is not licensed to perform the tree services required, Bidder's subcontractor for tree service must be properly to perform the work at the time of the bid award.

19. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder

agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful Bidder agrees to require like compliance by any subcontractors employed on the Project by such Bidder.

20. Hold Harmless and Indemnification. The successful Bidder awarded the Contract agrees to and does hereby indemnify and hold harmless, the SUPERINTENDENT, including but not limited to any of its governing board members, officers, employees and agents, from and against every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may arise out of, or result from or be incurred by reason of: any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Bidder or any of its officers, agents, employees, subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the Bidder or individual entities comprising the Bidder, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the Bidder in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the SUPERINTENDENT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

The Bidder, at Bidder's own expense, cost, and risk shall defend any and all actions. This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the SUPERINTENDENT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the SUPERINTENDENT may in its sole discretion reserve, retain or apply any monies due to the Bidder under the Project Documents for the purpose of resolving such claims; provided, however, that the SUPERINTENDENT may release such funds if the Bidder provides the SUPERINTENDENT with reasonable assurance of protection of the SUPERINTENDENT'S interests. The SUPERINTENDENT shall in its sole discretion determine whether such assurances are reasonable.

21. Insurance. Bidder shall, at its sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until expiration of the Agreement a policy or policies of insurance covering its services, and furnish to SUPERINTENDENT a certificate of insurance evidencing all coverage and endorsements required hereunder.

Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverage shall be as follows:

- |     |  |                                      |
|-----|--|--------------------------------------|
| (1) | General Liability Insurance for injuries including accidental death, to any one person in an amount not less than  | <u>\$1,000,000</u><br>per occurrence |
| (2) | Subject to the same limit for each person on account of one accident, in an amount not less than   | <u>\$1,000,000</u><br>per occurrence |
| (3) | Property Damage Insurance in an amount not less than   | <u>\$1,000,000</u><br>per occurrence |
| (4) | Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than                          | <u>\$1,000,000</u><br>per occurrence |
| (5) | Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California   |                                      |
| (6) | An endorsement to said policy(s) naming the SUPERINTENDENT, the Orange County Board of Education, and its officers, agents and employees as additional insureds while rendering services under this Contract |                                      |
| (7) | A thirty (30) day written notice to SUPERINTENDENT of cancellation or reduction in coverage  |                                      |

21. Surety Qualifications for Bonds. This section IS NOT applicable to this Project. Bidders shall ensure all surety companies have a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.311) SUPERINTENDENT shall verify the status of the surety by one of the following ways: (1) printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond, or (2) obtaining a certificate from the county clerk for the county in which the SUPERINTENDENT is located that confirms the surety is an

admitted surety insurer and attaching it to the bond. Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:

(a) There must be on file in the office of the county clerk, for the county in which the SUPERINTENDENT is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf of the insurer within ten (10) calendar days of the insurer's receipt of a request to submit such document from the SUPERINTENDENT, and an original or certified copy of the document must be submitted to the SUPERINTENDENT.

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to the SUPERINTENDENT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the SUPERINTENDENT.

(c) A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to SUPERINTENDENT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the SUPERINTENDENT.

(d) Copies of the insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to the SUPERINTENDENT within ten (10) calendar days of the insurer's receipt of a request to submit the statements.

22. Liquidated Damages. All work must be completed within the time limits set forth in the Project Documents. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the successful Bidder awarded the contract shall be liable for liquidated damages, payable to the SUPERINTENDENT, in an amount of **Five Hundred Dollars (\$500.00)** for each consecutive calendar day of delay in completion. Such damages shall be deducted from any payments due or to become due to the successful Bidder. Government Code Section 53069.85, Civil Code Section 1671.

23. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

24. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion declaration.

25. Escrow Agreement. This section IS NOT applicable to this Project. PublicContract Code Section 22300 permits the substitution of securities for any monies withheld by a

public agency to ensure performance under a contract. At the request and expense of the successful Bidder awarded the contract, securities equivalent to the amount withheld as retention shall be deposited with the SUPERINTENDENT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the successful Bidder. The SUPERINTENDENT retains the sole discretion to approve the bank selected by the successful Bidder to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the successful Bidder. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The successful Bidder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the successful Bidder may request SUPERINTENDENT to make payment of earned retentions directly to the escrow agent at the expense of the successful Bidder. Also at the successful Bidder's expense, the successful Bidder may direct investment of the payments into securities, and the successful Bidder shall receive interest earned on such investment upon the same conditions as provided for securities deposited by successful Bidder. Upon satisfactory completion of the contract, successful Bidder shall receive from the escrow agent all securities, interest and payments received by escrow agent from SUPERINTENDENT pursuant to the terms of Section 22300.

The successful Bidder who elects to receive interest on monies withheld in retention by the SUPERINTENDENT shall, at the request of any subcontractor performing more than five percent (5%) of the successful Bidder's total bid, make that option available to the subcontractor regarding any monies withheld in retention by the successful Bidder from the subcontractor. If the successful Bidder elects to receive interest on any monies withheld in retention by the SUPERINTENDENT, then the subcontractor shall receive the identical rate of interest received by the successful Bidder on any retention monies withheld from the subcontractor by the successful Bidder, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the successful Bidder elects to substitute securities in lieu of retention, then, by mutual consent of the successful Bidder and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by the successful Bidder. Public Contract Code Section 22300(d)(1).

The successful Bidder wishing to utilize Public Contract Code Section 22300 and enter into an Escrow Agreement shall complete and execute the form Escrow Agreement included in the Project Documents and submit it to the SUPERINTENDENT.

27. Quality. All workmanship, materials, equipment, supplies, and articles incorporated in the items covered by the specifications shall be of the best available grade of their respective kinds of the purpose for which the items are to be used. All equipment, supplies, and materials shall be new unless otherwise specified. The successful Bidder shall furnish at Bidder's own expense all supplies and equipment necessary to properly perform services unless specifically instructed otherwise by SUPERINTENDENT.

28. Tobacco-Free Policy. The successful Bidder shall agree to enforce a tobacco-free work site.

29. Criminal Records Check. The successful Bidder, when applicable will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Superintendent's Criminal Records Check Certification.

30. Lead. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful Bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

31. Disabled Veteran Business Enterprises. This section IS NOT applicable to this Project. If applicable, each Bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises established by the SUPERINTENDENT and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with the SUPERINTENDENT'S policies and procedures. Bidders may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <http://www.dgs.ca.gov/osbcr> or (916) 323-5478. The successful Bidder shall be required to submit to the SUPERINTENDENT the DVBE Certification which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the successful Bidder shall provide appropriate documentation to the SUPERINTENDENT so that the SUPERINTENDENT can assess its success at meeting the DVBE participation goal.

32. Department of Industrial Relations (DIR) Registration Requirements. In accordance with Senate Bill 854 and the California Department of Industrial Relations (DIR) requirements, no contractor or subcontractor may be awarded a contract for public work on a public works project. Bidder and its subcontractors should carefully review the DIR website <http://www.dir.ca.gov> for all applicable requirements to be eligible to bid on this Project.

33. Bidder's Responsibilities. SUPERINTENDENT shall issue keys to Bidder as necessary, and Bidder shall be responsible for such keys. Keys shall not be duplicated by Bidder. If keys are lost, Bidder shall inform SUPERINTENDENT immediately. Bidder shall be required to pay SUPERINTENDENT for the cost of new keys and also for the re-keying of any of the locks operable by the lost keys. Such cost shall be deducted from the monthly amount due to Bidder.

34. Emergencies. Weekends, and/or holidays, Bidder is required to report leaks and other landscape repair needs to SUPERINTENDENT. A list of names and telephone numbers of SUPERINTENDENT designated employees will be given to Bidder upon approval and acceptance of Agreement.

35. Bidder's and Subcontractor's License and Permits. Bidder shall maintain and possess during the life of the Agreement, in accordance with provisions of California Business and Professions Code Section 7028.15 and Public Contract Code Section 3300 a Class C27 Contractor's License, current and legally issued by the Contractors' State License Board at the time the bid is awarded. Bidder's subcontractor for tree service must possess a Class D49 license during the life of the Agreement.

36. Citizenship. Bidder shall warrant and attest that every employee hired by Bidder to provide services under this Project shall be a United States Citizen or have legal authorization to work in the United States. Verification must be provided to SUPERINTENDENT prior to the Bidder's employee providing services under this Project. Failure to provide verification to SUPERINTENDENT will result in termination of the Agreement.

37. Bidder's Supervision. During performance of services, Bidder shall keep on the premises a competent supervisor who speaks, understands, reads and writes English fluently satisfactory to SUPERINTENDENT. Before commencing the work herein, Bidder, shall give written notice to SUPERINTENDENT of the name of such supervisor. Bidder's Supervisor shall not be changed unless a supervisor proves to be unsatisfactory to Bidder or Superintendent or ceases to be in Superintendent's employ, in which case, Bidder shall notify SUPERINTENDENT in writing. The supervisor shall represent Bidder, and all directions given to this Supervisor shall be as binding as if given to Bidder.

38. English Language. During progress of the work, Bidder shall keep on SUPERINTENDENT's premises at least one (1) employee who speaks, understands, reads and writes English fluently.

39. Proper Identification. Bidder shall provide all of its employees engaged in work under this Agreement appropriate attire that clearly identifies Bidder's company including identification with patches or badges.

40. Duty to Provide Fit Workers. Bidder shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Bidder to ensure compliance with this section. Any person in the employ of the Bidder whom SUPERINTENDENT may deem incompetent, unfit intemperate, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed onsite without written consent of SUPERINTENDENT.

41. Additional Sites. Additional sites may be added by SUPERINTENDENT throughout the contract period. SUPERINTENDENT will request Bidder to submit a price quotation for each additional site.

42. Subcontract or Assignment. Bidder shall not subcontract or assign the performance of any of the services in this Agreement unless approved in writing by SUPERINTENDENT.

43. Work Hours. Superintendent's buildings shall be open to the public and Superintendent employees from 7:30 A.M. to 5:00 p.m., Monday through Friday. The Kalmus, Esplanade, and Red Hill sites may be serviced anytime between the hours of 6:00 A.M. – 7:00 P.M. Monday through Sunday. The Harbor Learning Center may be serviced on Wednesdays or Thursdays only between the hours of 6:00 A.M. – 3:00 P.M. Bidder shall submit the specific day for services for each site to Superintendent for approval upon award of project. If other working hours are desired by the Bidder, approval shall be obtained in advance from the SUPERINTENDENT.

44. Work Site Damages. Any damage, including damages to any part of SUPERINTENDENT'S property resulting from the Bidder's or any of its subcontractors or

agents performance under this Project shall be repaired immediately to the SUPERINTENDENT'S satisfaction by Bidder at Bidder's sole cost and expense.

45. Safety. All services and materials which the Bidder proposed to furnish to the SUPERINTENDENT must comply in all respects with the appropriate equipment and safety regulations of all regulatory commissions of the Federal Government and the State of California, whether such safety features and/or items of equipment have been specifically outlined in these specifications or not.

46. Adjustment of Fees. In the event that the Agreement is renewed, the monthly fee shall be adjusted to reflect a cost of living adjustment. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index Sub-Group "All Items" for the Los Angeles-Riverside-Orange County area published for the month of January of each year. In no event shall the increase exceed three percent (3%) in any one year. When the fee for each year has been determined the SUPERINTENDENT shall give Bidder written notice of amount applicable to each year and a computation thereof. If at any adjustment date there shall not exist a Consumer Price Index in the same format as recited in this section, the parties shall substitute any official index published by the Bureau of Labor Statistics or successor similar government agency as may then be in existence and shall be most nearly equivalent thereto.

47. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110— The Bidder certifies that it and its principles: Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

48. Immigration Reform and Control Act. The Bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform Act of 1986 ("IRCA") in hiring of its employees and the Bidder shall indemnify, hold harmless and defend the SUPERINTENDENT, the Orange County Board of Education and its officer's, agents, and employees against any and all actions, proceedings, penalties or claims arising out of Bidder's failure to comply strictly with the IRCA.

49. Iran Contracting Act Certification. Prior to bidding on, or submitting a proposal or executing a contract or renewal for a SUPERINTENDENT contract for goods or services over \$1,000,000 or more, a bidder must either: a) certify it is not on the current list of

persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

50. Ukraine-Russia Contracting Certification. On February 21, 2022, President Biden issued Executive Order 14065 (“Federal Order”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (“State Order”).

If awarded a contract with the SUPERINTENDENT, Bidder must comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

51. Davis-Bacon Act (as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “AntiKickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rules above, when federal funds are expended by the SUPERINTENDENT, contractor, and its consultants, are subject to the requirements of the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.) as well as the applicable California prevailing wage laws and requirements. Contractor understands and acknowledges that the provisions of the Davis Bacon Act set forth specific requirements regarding the wage rates payable to laborers employed on the Project. Contractor further acknowledges that certain California Labor Code sections are applicable to the Project in conjunction with

the Davis-Bacon Act. Contractor certifies that it understands the requirements of the Davis-Bacon Act and will assure compliance with all applicable Federal, State, County, City and local wage laws for all Project activities. Contractor shall be solely responsible for complying with any prevailing wage requirements applicable to the services to be provided by the Contractor pursuant to this Agreement. Contractor shall defend, indemnify and hold Superintendent harmless from and against any and all claims, liabilities, losses, damages, including without limitation, any and all reasonable attorney's fees, costs, awards, fines, penalties or judgments, arising from Contractor's failure or alleged failure, to comply with any applicable Federal, State, County, City or local prevailing wage laws, including any claims or allegations made or brought by any governmental agency or instrumentality.

52. Contract Work Hours and Safety Standards Act Requirements (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. When federal funds are expended by the SUPERINTENDENT, the Contractor agrees to comply with all applicable requirements as referenced in Federal Rules above.

53. The number of executed copies of the return documents is three (3).

54. Notices. All notices or demands to be given under this contract by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third (3<sup>rd</sup>) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Project, the address of the SUPERINTENDENT is as follows:

Orange County Superintendent of Schools  
200 Kalmus Drive  
P.O. Box 9050  
Costa Mesa, California 92626-9050  
Attn: Patricia McCaughey

Bidder Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**BID FORM**

Name of Bidder: \_\_\_\_\_

To: Orange County Superintendent of Schools, acting by and through its Governing Board, herein called the "SUPERINTENDENT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Form 1-A, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**Project:** Landscape Maintenance Services  
 Kalmus – 200 Kalmus Drive, Costa Mesa  
 Esplanade – 3001 Red Hill Avenue, Costa Mesa  
 Red Hill – 2910 Red Hill Avenue, Costa Mesa  
 Harbor Learning Center South – 15872 S. Harbor Blvd., F.V.  
 Harbor Learning Center North – 1240 N Harbor Blvd., Anaheim  
 Rancho Sonado – 8755 Santiago Canyon Rd. Silverado (**Future**)

Bid Number: 25-07

all in strict conformity with the Project Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, on file at the office of the Coordinator, Contracts, Purchasing & Transportation of said SUPERINTENDENT in the amount of bid:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per month. Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project

Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the SUPERINTENDENT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
3. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.
4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the Bidder, the Bidder will execute and deliver to the SUPERINTENDENT the Agreement and will also furnish and deliver to the SUPERINTENDENT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the SUPERINTENDENT. It is understood that should Bidder fail or refuse to return these documents as required by the SUPERINTENDENT, the bid security shall be forfeited to the SUPERINTENDENT. The Bidder further agrees that the work shall be commenced by the Bidder, if awarded the contract, on or before the **fifth (5th)** day after receiving the SUPERINTENDENT'S Notice to Proceed, and shall be completed by the Bidder in the time specified by the SUPERINTENDENT.
5. The SUPERINTENDENT desires the right and option to extend any contract awarded hereunder for a period of four (4) one-year periods from date of expiration, under the same terms, and conditions, subject only to an annual adjustment pursuant to the Agreement.

Indicate if said Renewal Option is granted:

Option Granted  
 Option Not Granted

6. In the event that the Agreement is renewed, the monthly fee shall be adjusted to reflect a cost of living adjustment. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index Sub-Group "All Items" for the Los Angeles-Riverside-Orange

County area published for the month of January of each year. In no event shall the increase exceed three percent (3%) in any one year. When the fee for each year has been determined the SUPERINTENDENT shall give Bidder written notice of amount applicable to each year and a computation thereof. If at any adjustment date there shall not exist a Consumer Price Index in the same format as recited in this section, the parties shall substitute any official index published by the Bureau of Labor Statistics or successor similar government agency as may then be in existence and shall be most nearly equivalent thereto.

7. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the Bidder at the address stated below.

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8. The name(s) of all persons interested in the bid as principals are as follows:

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9. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to SUPERINTENDENT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the Bidder for sale to the SUPERINTENDENT pursuant to the bid. Such assignment shall be made and become effective at the time the SUPERINTENDENT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

10. The undersigned hereby warrants that the Bidder has an appropriate license, **License No.** \_\_\_\_\_, Class C-27, at the time of the bid award, that such license entitles Bidder to provide the work that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the SUPERINTENDENT at the time of the bid award. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid award.

11. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the SUPERINTENDENT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

12. It is understood and agreed that if requested by the SUPERINTENDENT, the Bidder shall furnish a notarized financial statement, references, and other information required by the SUPERINTENDENT sufficiently comprehensive to permit an appraisal of Bidder's ability to perform the Project.

13. The undersigned hereby warrants that all work shall be completed within the date specified on the Notice to Proceed issued by the SUPERINTENDENT. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **Five Hundred Dollars (\$500.00)** per day. (Government Code Section 53069.85)
14. The required noncollusion declaration is attached as required by Public Contract Code Section 7106.
15. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.
16. The Information Required of Bidder form has been fully completed and is attached hereto.

**The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.**

Individual Name: \_\_\_\_\_  
 Signed by: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_

\*\*\*\*\*

Partnership Name: \_\_\_\_\_  
 Signed by: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

Corporation Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation<sup>1</sup>)  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Signed by: \_\_\_\_\_, President, Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, President  
Signed by: \_\_\_\_\_, Secretary, Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Secretary  
[Seal]

Joint Venturer Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Joint Venturer  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

Other Parties to Joint Venture: ***If an individual:*** \_\_\_\_\_  
(Name)  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Doing Business as: \_\_\_\_\_;  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
***If a Partnership:*** \_\_\_\_\_  
(Name)  
Signed by: \_\_\_\_\_, Partner  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Telephone: \_\_\_\_\_  
***If a Corporation:*** \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

BIDDER: \_\_\_\_\_

**BID 25-07  
LANDSCAPE MAINTENANCE SERVICES  
BID FORM 1-A  
COST BREAKDOWN**

Breakdown of bid prices must be provided on this form.

Kalmus – 200 Kalmus Drive, Costa Mesa      \$ \_\_\_\_\_ per month

Esplanade – 3001 Red Hill Ave., Costa Mesa      \$ \_\_\_\_\_ per month

Red Hill – 2910 Red Hill Ave., Costa Mesa      \$ \_\_\_\_\_ per month

Harbor Learning Center South  
15872 S. Harbor Blvd., Fountain Valley      \$ \_\_\_\_\_ per month

Harbor Learning Center North  
1240 N Harbor Blvd., Anaheim      \$ \_\_\_\_\_ per month

Rancho Sonado (Weed Abatement 1x/mo.)  
8755 Santiago Canyon Rd., Silverado      \$ \_\_\_\_\_ per month

TOTAL MONTHLY COST \$ \_\_\_\_\_  
(Include this monthly total on the bid form)

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Color Bed Price Breakdown – **Do not include this cost in monthly total per site**

(Each site replacement = 35 Flats/4-inch color/16 plants per flat)

Seasonal color bed replacement      \$ \_\_\_\_\_ Kalmus  
3 x per year

Seasonal color bed replacement      \$ \_\_\_\_\_ Esplanade  
3 x per year

Seasonal color bed replacement      \$ \_\_\_\_\_ Harbor  
Learning Center North  
3 x per year

Seasonal color bed replacement      \$ \_\_\_\_\_ Harbor  
Learning Center South  
3 x per year

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**Tree Trimming/Lacing Per Specifications**  
(Arborist Report Recommendations)

Kalmus \$ \_\_\_\_\_

Esplanade \$ \_\_\_\_\_

Harbor \$ \_\_\_\_\_  
Learning Center South

Harbor \$ \_\_\_\_\_  
Learning Center North

Rancho Sonado (Future) \$ \_\_\_\_\_

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Additional Services – (Not included in monthly cost)

Irrigation System Repairs Technician \$ \_\_\_\_\_ per hour

Actual Irrigation Material(s) Invoice plus Mark Up of 15% \$ \_\_\_\_\_

Tree Removal \$ \_\_\_\_\_

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The undersigned has read the specifications, instructions and conditions, and all supplementary conditions or instruction included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, and the prices quoted herein:

Signature: \_\_\_\_\_  
\_Authorized Representative

Title: \_\_\_\_\_

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## **DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq) and any amendments thereof, each Bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the Bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the Bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The Bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the Bidder (prime contractor) in this bid.

**If a Bidder (prime contractor) fails to specify a subcontractor or if a Bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's (prime contractor's) total bid, Bidder shall be deemed to have agreed that Bidder is fully qualified to perform that portion, and that Bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the SUPERINTENDENT invoking the remedies of Public Contract Code Sections 4110 and 4111.**

No Bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the SUPERINTENDENT awarding this contract setting forth the facts constituting the emergency or necessity.

## SUBCONTRACTOR LISTING

Type of trade,  
labor, or service

Name, License #, &  
DIR # of Subcontractor  
License Expiration  
Date (Indicate if a  
Disabled Veteran  
Business Enterprise)

**Complete Address  
(Name of City  
Not Sufficient) and  
Telephone No.**

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_  
(Signature of Bidder)

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**INFORMATION REQUIRED OF BIDDER**

The Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached as necessary.

"You" or "your" as used herein refers to the Bidder's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

Please be advised that the SUPERINTENDENT may request additional information or an interview or presentation at any time.

**SECTION A – GENERAL INFORMATION**

1. Firm name, complete address and contact information:

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2. Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Electronic Mail: \_\_\_\_\_

3. Type of Firm: (check one)

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Subsidiary \_\_\_\_\_ Government Entity \_\_\_\_\_

4. Firm's License No. \_\_\_\_\_ Class: \_\_\_\_\_  
License Expiration Date \_\_\_\_\_  
Name of License holder \_\_\_\_\_

5. Have you ever been licensed under a different name or different license number?

Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes," give name and license number.

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6. Names, titles and telephone numbers of all your officers/principals of the firm:

| Name  | Title | Telephone Number |
|-------|-------|------------------|
| _____ | _____ | _____            |
| _____ | _____ | _____            |
| _____ | _____ | _____            |

7. Number of years experience as a contractor in this type of work: \_\_\_\_\_.  
Bidder must have a minimum of five (5) years' experience.

8. How many years has your firm been in business under its present business name? Firm must be in business a minimum of five (5) years. \_\_\_\_\_

9. Person who inspected work site:

Name and Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

10. How many years experience have you had in landscape maintenance work?

a) as a general contractor? \_\_\_\_\_

b) as a subcontractor? \_\_\_\_\_

11. How many years experience have you had in school Superintendent property work?

a) as a general contractor? \_\_\_\_\_

b) as a subcontractor? \_\_\_\_\_

12. Have you provided similar services to school districts? \_\_\_\_\_ Yes or No

How Many? \_\_\_\_\_

13. Please list the school districts that your firm has provided similar services within the last three (3) years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECTION B – LEGAL

14. Have you ever been terminated from a school or any public landscape maintenance project in the prior five (5) years? Yes\_\_\_\_No\_\_\_\_\_ If the answer is “Yes,” give dates, names and addresses of school/public agency and details.

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15. Have you ever been barred from bidding on any school or public landscape maintenance project? Yes\_\_\_ No\_\_\_ If the answer is “Yes,” give dates, names and addresses of school/public agency and details.

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16. Have you ever defaulted on any school or public landscape maintenance project in the prior five (5) years that resulted in a claim to a surety? Yes\_\_\_\_No\_\_\_\_\_If the answer is “Yes,” give dates, names and addresses of school/public agency and details.

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17. Have you been assessed damages (i.e., liquidated damages) for any public or school landscape maintenance project in the past five (5) years? Yes \_\_\_\_ No\_\_\_ If the answer is “Yes,” give dates, names, and addresses of public agency and details.

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18. Have you ever brought any claim(s) against a public agency? Yes\_\_\_\_No\_\_\_\_\_If the answer is “Yes,” please explain in detail name of public agency, nature of the claim and outcome.

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19. Have you ever failed to complete a school or public landscape maintenance project in the last five (5) years? Yes\_\_\_ No\_\_\_ If the answer is "Yes," provide name of public agency and details.

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20. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to similar services during the past five (5) years? Yes\_\_\_ No\_\_\_ If the answer is "Yes," provide name of public agency and details.

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21. Do you now or have you ever had any direct or indirect business, financial or other connection with any official or employee of the SUPERINTENDENT? Yes\_\_\_ No\_\_\_ If so, please elaborate.

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22. Will your firm comply with all SUPERINTENDENT, local, State and Federal legal requirements, policies, rules and regulations and laws?\_\_\_\_\_ Yes No \_\_\_\_\_

23. Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this bid.

SECTION C – ADDITIONAL INFORMATION

24. Are you currently under contract for another project? Yes\_\_\_ No\_\_\_ If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

(b) Project Number 2:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

(c) Project Number 3:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

25. Please provide any other information that may assist the SUPERINTENDENT in ascertaining your qualifications, capability and customer service under any resultant agreement.

## REFERENCES

26. List the names, address, telephone number, project description, project timeframe, and contract amount of three (3) customers whom you provided substantially the same type of work specified herein in Orange County, California within the past three (3) years. Information obtained through the references will be evaluated by the SUPERINTENDENT.

1. Name : \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

2. Name : \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

3. Name : \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Bidder is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ State of \_\_\_\_\_.  
City, County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**NONCOLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**  
(Public Contract Code section 7106)

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

\_\_\_\_\_  
Print Name

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 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.

\_\_\_\_\_  
Name of the Contractor

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

## **SAMPLE AGREEMENT**

THIS AGREEMENT, is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_, in the County of Orange, State of California, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, herein referred to as "SUPERINTENDENT" , and \_\_\_\_\_, herein referred to as "CONTRACTOR".

The SUPERINTENDENT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of Bid Number \_\_\_\_\_ Project documents, including the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Form I-A, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, this Agreement, and all modifications, addenda and amendments thereto, by this reference incorporated herein. The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, and necessary tools, expendable equipment, and all taxes, utility and transportation services described in the complete contract and required for in Bid Number \_\_\_\_\_ Project. All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with Bid Number \_\_\_\_\_ Project documents and all provisions of the complete contract as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the SUPERINTENDENT for any damages arising as a result of a failure to fully comply with this obligation. The CONTRACTOR shall be responsible for any loss or damage to CONTRACTOR'S machinery, apparatus and nonexpendable items of equipment and the CONTRACTOR shall not be excused with respect to any failure to so comply by and any act or omission of the SUPERINTENDENT unless such act or omission prevents the CONTRACTOR from fully complying with the requirements of Bid Number \_\_\_\_\_ Project and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with Bid Number \_\_\_\_\_ Project documents. Such protest shall not be effective unless reduced to writing and filed with the SUPERINTENDENT within **three (3)** working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with Bid Number \_\_\_\_\_ Project documents.

3. SUPERINTENDENT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this contract, subject to any additions or deductions as provided

in Bid Number \_\_\_\_\_ Project documents, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the period of \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_.

4. The CONTRACTOR will commence providing services under this contract on or before the **fifth (5th)** day after receiving the SUPERINTENDENT'S Notice to Proceed and shall be completed within the date specified in the Notice to Proceed.

5. **Time is of the Essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the SUPERINTENDENT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to SUPERINTENDENT as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the SUPERINTENDENT.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

(Optional, Additional Provision:) Termination for Convenience. SUPERINTENDENT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from SUPERINTENDENT of such termination for SUPERINTENDENT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by SUPERINTENDENT in the notice;
- (ii) Take any actions necessary, or that SUPERINTENDENT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for SUPERINTENDENT'S convenience, CONTRACTOR shall be entitled to receive payment from SUPERINTENDENT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, SUPERINTENDENT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the SUPERINTENDENT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless, the SUPERINTENDENT, including but not limited to any of its governing board members, officers, employees and agents, from and against every claim or demand made, and every

liability, loss damage, or expense, of any nature whatsoever, which may arise out of, or result from or be incurred by reason of: any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (h) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (i) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (j) any breach of duty, obligation or requirement under the Project Documents;
- (k) any failure to coordinate the work of other contractors;
- (l) any failure to provide notice to any party as required under the Project Documents;
- (m) any failure to act in such a manner as to protect the SUPERINTENDENT and the Project from loss, cost, expense or liability; or
- (n) any failure to protect the property of any utility company or property owner.

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions. This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the SUPERINTENDENT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the SUPERINTENDENT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the SUPERINTENDENT may release such funds if the CONTRACTOR provides the SUPERINTENDENT with reasonable assurance of protection of the SUPERINTENDENT'S interests. The SUPERINTENDENT shall in its sole discretion determine whether such assurances are reasonable.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the SUPERINTENDENT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the SUPERINTENDENT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the SUPERINTENDENT may release such funds if the CONTRACTOR provides SUPERINTENDENT with reasonable assurance of protection of the SUPERINTENDENT'S interests. The SUPERINTENDENT shall in its sole discretion determine whether such assurances are reasonable.

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by SUPERINTENDENT including certificates of insurance and endorsements including a statement that the SUPERINTENDENT is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the SUPERINTENDENT.

|   |                               |
|---|-------------------------------|
| Public Liability Insurance for personal and bodily injuries including accidental death, to any one person in an amount <b>not less than</b> | \$1,000,000.00 per occurrence |
|---|-------------------------------|

|  |                               |
|--|-------------------------------|
| and<br>Subject to the same limit for each person on account of one accident, in an amount <b>not less than</b> | \$1,000,000.00 per occurrence |
|--|-------------------------------|

|   |                               |
|---|-------------------------------|
| Property Damage Insurance in an amount <b>not less than</b> | \$1,000,000.00 per occurrence |
|---|-------------------------------|

|  |                               |
|--|-------------------------------|
| Automobile Liability Insurance which shall include owned, non-owned and hired vehicles | \$1,000,000.00 per occurrence |
|--|-------------------------------|

|                                 |   |
|---------------------------------|---|
| Workers' Compensation Insurance | In accordance with the provision of Labor Code Section 3700 |
|---------------------------------|---|

|  |                               |
|--|-------------------------------|
| Course of Construction Insurance without exclusion or limitation in an amount <b>not less than</b> | \$1,000,000.00 per occurrence |
|--|-------------------------------|

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the SUPERINTENDENT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the SUPERINTENDENT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies

to the CONTRACTOR. The SUPERINTENDENT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request SUPERINTENDENT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from SUPERINTENDENT pursuant to the terms of Section 22300.

10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

11. 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 it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the Superintendent. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

SUPERINTENDENT

CONTRACTOR

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

## GUARANTEE

Guarantee for \_\_\_\_\_ . We hereby guarantee that the \_\_\_\_\_ which we have installed in \_\_\_\_\_, has been done in accordance with the plans, drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of \_\_\_ ( ) \_\_\_\_\_ from the date of completion of the Project ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the SUPERINTENDENT, but not later than ten

(10) calendar days after being notified in writing by the SUPERINTENDENT, the undersigned authorizes the SUPERINTENDENT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

Name of Contractor

By: \_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

Guarantee (continued)

\_\_\_\_\_  
Name of Subcontractor  
(if work performed by  
subcontractor)

By: \_\_\_\_\_  
Signature of Subcontractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Representatives to be contacted for service:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the SUPERINTENDENT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of

Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free

Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## CRIMINAL RECORDS CHECK OVERVIEW

State Legislation AB1610, AB162, AB2112, and Education Code 45125.1 requires criminal records checks of contractors' employees who have any contact with students while employed by a contractor who is under contract to a school district. The Orange County Superintendent of Schools requires that all contractors comply with this legislation prior to starting any work with the school district. Please carefully read the enclosed notice and form titled "Certification by Contractor Criminal Records Check."

Please complete this form and return it to the Coordinator, Contract, Purchasing and Transportation prior to the performance of any work. Contractors must complete the fingerprinting requirements when the bid is awarded to them and before work can begin. Please contact the Coordinator, Contracts, Purchasing, & Transportation at (714) 966-4085 for further information.

## **NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)**

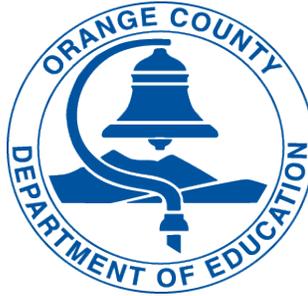
Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail. **The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR  
CRIMINAL RECORDS CHECK  
AB 1610, 1612 and 2102**



To the Governing Board of \_\_\_\_\_ School District:

I, \_\_\_\_\_ certify that:

Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION  
(FAR Subpart 9.4 – Debarment, Suspension, and Ineligibility)**

I am aware of and hereby certify that neither \_\_\_\_\_ nor  
\_\_\_\_\_ Name of Respondent

its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Respondent/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above-named Respondent on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ for the purposes of submission of this BID.

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)**

**IRAN CONTRACTING ACT CERTIFICATION  
(Public Contract Code 2200-2208)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting certification is required for solicitations of goods or services of , One million dollars (\$1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran.

**MUST BE SUBMITTED WITH BID PROPOSAL IF BID AMOUNT IS \$1,000,000 OR MORE**

Bidder shall complete **ONLY ONE** of the following three paragraphs.

1. Bidder’s Total Base Bid is less than one million dollars (\$1,000,000) or more.

**OR**

2. Bidder’s Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

3. Bidder’s Total Base Bid is one million dollars(\$1,000,000) or more, but the SUPERINTENDENT has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the SUPERINTENDENT is included with Bid.**

I, the official named below, certify I am under penalty of perjury under the laws of the State of California that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true and correct, and this certification is made under the laws of the State of California.

Date: \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(RESPONDENT MUST COMPLETE AND RETURN WITH BID RESPONSE)**

## UKRAINE-RUSSIA CONTRACTING CERTIFICATION

On February 21, 2022, President Biden issued Executive Order 14065 (“Federal Order”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (“State Order”).

If awarded a contract with the Superintendent, your Firm must comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

As part of this procurement, this Certification shall be part of your Response:

(1) Confirmation that your Firm is in compliance with the required economic sanctions of the Federal and State Orders; and

(2) Confirmation that your Firm will take the steps necessary in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Upon Superintendent request, your firm will provide the Superintendent a written statement detailing your actions related to this section.

Executive Order 14065;

<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>

State Order N-6-22;

<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order>

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Company Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**(RESPONDENT MUST COMPLETE AND RETURN WITH BID RESPONSE)**

**Education Department of General Administration Regulation (EDGAR)  
Federal Funding Contract Compliance Form**

**The following provisions are required and apply when federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process. Orange County Superintendent of Schools is the sub grantee or sub recipient by definition.**

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.**

Pursuant to Federal Rules (A) above, when federal funds are expended by the Orange County Superintendent of Schools, the Superintendent reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(B) Termination for cause or for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rules (B) above, when federal funds are expended by Orange County Superintendent of Schools, the Superintendent reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Vendor, in the event Vendor fails to: (1) meet schedules, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Orange County Superintendent of Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the Orange County Superintendent of Schools believes, in its sole discretion that it is in the best interest of the Orange County Superintendent of Schools to do so. The Vendor will be compensated for work performed and accepted and goods accepted by Orange County Superintendent of Schools as of the termination date if the contract is terminated for convenience of the Orange County Superintendent of Schools. Any award under this procurement process is not exclusive and the Orange County Superintendent of Schools reserves the right to purchase goods and services from other vendors when it is in the best interest of the Orange County Superintendent of Schools.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(C) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (C) above, when federal funds are expended by the Orange County Superintendent of Schools the vendor certifies that during the term of an award for all contracts by the

Orange County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (D) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(E) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (E) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (F) above, when federal funds are expended by the Orange County Superintendent of Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by the Orange County Superintendent of Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES \_\_\_\_ Initials of Authorized Representative of Vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2  
CRF § 200.333**

When federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by the Orange County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. As specifically noted above.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(BIDDER MUST COMPLETE AND RETURN WITH BID RESPONSE)**

# SPECIFICATIONS

## Bid # 25-07 LANDSCAPE MAINTENANCE SERVICES

### 1. Scope of Work.

The Orange County Superintendent of Schools, hereinafter referred to as "Superintendent", is seeking bids for landscape maintenance services for various Superintendent administrative offices at the locations identified below. Bidder shall furnish all labor, material, equipment, tools, and any other services and special skills required to provide adequate and satisfactory landscape services. Bidder agrees to make a diligent effort to use environmentally friendly green products where possible. A tree inventory and landscape zone maps are attached for each site. Superintendent has a Weather Trak – enabled smart controller system with 1-18 station and 2-12 station at the Kalmus site only.

### 2. Service Hours.

Superintendent's buildings shall be open to the public and Superintendent employees from 7:30 A.M. to 5:00 P.M., Monday through Friday. The Kalmus, Esplanade, and Red Hill sites may be serviced anytime between the hours of 6:00 A.M. – 7:00 P.M. Monday through Sunday. The Harbor Learning Centers may be serviced on Wednesdays or Thursdays only between the hours of 6:00 A.M. – 3:00 P.M. Bidder shall submit the specific day for services for each site to Superintendent for approval upon award of project.

### 3. Superintendent's Authorized Representatives.

#### Kalmus

- Jason Burley, Facilities, Maintenance/Operations, Manager  
714/966-4454
- Diego Flores, Maintenance/Operations, Assistant Manager  
714/966-4266
- Juan Sosa, Facilities Services, Supervisor - 714/966-4329

#### Esplanade

- Jason Burley, Facilities, Maintenance/Operations, Manager  
714/966-4454
- Diego Flores, Maintenance/Operations, Assistant Manager  
714/966-4266
- Juan Sosa, Facilities Services, Supervisor - 714/966-4329

### Red Hill

- Jason Burley, Facilities, Maintenance/Operations, Manager  
714/966-4454
- Diego Flores, Maintenance/Operations, Assistant Manager  
714/966-4266
- Juan Sosa, Facilities Services, Supervisor - 714/966-4329

### Harbor Learning Center North and South

- Jason Burley, Facilities, Maintenance/Operations, Manager  
714/966-4454
- Diego Flores, Maintenance/Operations, Assistant Manager  
714/966-4266
- Luis Mendoza, Maintenance/Operations Supervisor  
714-966-4116

## 4. Services.

### ➤ Maintenance of Plant Material

Shall include but not be limited to:

- Mowing and edging
- Fertilizing
- Trimming
- Lacing of trees
- Pruning
- Watering
- Weed control
- Pest control
- Cultivating
- Mulching
- Clean up – dump fees to be included in monthly contract fees

### **Requirements of Turf Grass** – to be maintained in a healthy vigorous condition

- Cut to uniform height with sharp mower blade
- Mowed and properly edged once a week. Make up days for rain days, wet conditions, and holidays, to be coordinated with Superintendent's authorized representative and/or property manager.
- Trim all perimeters adjacent to sidewalks, walkways, paved areas, and curbs
- Trim all turf grass around trees, signs, valve boxes, light posts, building structures, and between difficult access locations.
- Rototilling of garden beds at Harbor Learning Center South 2 times a year per Superintendent direction.
- All cuttings cleared from areas and disposed of off-site the same day that mowing takes place
- Herbicides<sup>1</sup> for the control of broadleaf weeds applied after clean up period

- Pesticides<sup>1</sup> for the control of pests
- Water run-off and overspray from sprinkler system on buildings and hardscapes will be kept to a minimum when irrigating turf areas
- Lawn areas that fail due to contractor negligence will be re-seeded
- Lawn areas fertilized at least four times each year with complete or balanced fertilizer 16-6-8 (Contractor to provide schedule)
- Perennial grass seed to be applied annually in October

**Requirements of Trees** – to be maintained in a healthy vigorous condition

- Checked for insect, pest, and disease damage periodically
- Arborist report due annually for type of tree species at each location
  - Provide quantity and location of tree species
  - Provide nutrient report for each species tree on Superintendent property
- All trees (except palm trees) trimmed, laced, and pruned annually as scheduled by contractor and approved in advance by Superintendent's authorized representative.
  - Palm trees to be trimmed throughout the year as needed to remove dead fronds.
  - Prune all the fruit trees at Harbor Learning Center South in the fall below the fence line per approved schedule.
  - Provide Superintendent's authorized representative with annual schedule by January 31 of each year
- Trimmed away from buildings and light fixtures and all trimmings disposed of off site
  - Maintained to allow for pedestrian clearances - 8 feet from finished grade
  - Maintained to allow for vehicle clearances – 12 feet from finished grade
- Inspect tree stakes, ties, and guide wires monthly and adjust or remove as necessary.
- Adequately water all trees
- Tree fertilized at least once each year in late March.
  - Provide Superintendent's authorized representative with fertilization schedule\*
- Install mulch in tree planters at least twice a year (Contractor to provide schedule)

**Requirements of Shrubs** – to be maintained in a healthy vigorous condition

- Checked routinely for breakage or damage, special watering needs, etc. and fertilized as necessary
- Pruned to maintain the theme of the project, safety requirements, containment, diseased and broken branches, and overall general appearance
  - Natural shape – pinch prune to keep compact and develop structure
  - Natural hedge – pinch prune to keep compact then allow to fill solid horizontally
  - Formal hedge – pinch prune to give straight crisp edges
- Adequate watering of all shrubs and shrub beds
- Complete insect, pest, and disease control<sup>1</sup> of all shrubs

- All trimmings disposed of off site
- Hand water potted plants in center parking lot weekly (Kalmus)
- Install mulch in shrub planter at least once a year
- Shrubs fertilized at least four times each year
  - Shrub fertilization schedule\*
    - Early March
    - Early June
    - Late September
    - Early December

**Requirements of Vines** – to be maintained in a healthy vigorous condition

- Checked routinely for breakage or damage, special watering needs, etc. and fertilized as necessary
- Checked and retied as required
- No nails or glue used to secure vines on masonry walls
- Pruned using accepted horticultural practices
- Maintained so as not to obstruct fixtures, signs, windows, etc.

**Requirements of Groundcover** – to be maintained in a healthy vigorous condition

- Inspected and all debris (including leaves, branches, paper, bottles, etc.) removed per normal maintenance schedule
- Edged, pruned, and thinned out as needed to avoid matting and to give an overall even appearance
- Pruned neatly away from shrubs, trees, walks, curbs, etc.
- Trimmed back from all controller units, valve boxes, and quick couplers
- Keep all above ground structures free of groundcover
- Remove all broadleaf weeds and grasses as required to include roots, rhizomes, and stolon's.
- Prevent noxious weeds<sup>1</sup> from becoming established in any groundcover area
- Cut 2 to 4 inches away from abutting turf grass and 4 to 6 inches away from buildings
- Groundcover fertilized at least four times each year
  - Groundcover fertilization schedule\*
    - Early March
    - Early June
    - Late September
    - Early December

**Requirements of Color Beds** – to be maintained in a healthy vigorous condition. Contractor must get Superintendent approval prior to replacement of color beds.

- Cultivate and weed color beds weekly
- Faded blossoms, stems, foliage and trash removed weekly

- Prevent pests<sup>1</sup> from becoming established in color beds
- Pesticides applied as required to control and prevent disease
- Fertilizer applied regularly \*
- Replace seasonal color three or more times per year or at Superintendent's discretion.
- No color beds are to be void of plant material at any time. Replacement plants must be same quality and size
- Any color plants removed due to disease or other maintenance problems will be replaced immediately at Contractor's expense. Exceptions; vandalism, hail, flood, or other such acts of God.

### **Irrigation System Management**

- Continual inspection and adjustment of sprinkler heads and irrigation controllers.
- Minimize overspray on hardscapes, buildings, and fences
- Program to minimize disease occurrence of plant material
- Provide Superintendent's authorized representative with controller/valve zone map within 30 days of contract award
- Provide price schedule of repairs per Bid Form Specifications
- Harbor Learning Center North and South only has a water flow monitoring alert system to report water irrigation system problems.

### **Irrigation System Operation**

- Daily watering to take place only between the hours of 12:00 A.M. to 5:00 A.M.
- Observe all mandated drought watering restrictions
- Observe operation cycle at least once per month to verify effectiveness
- Adjust and clean all sprinkler heads, valves, and pressure reducers, as necessary, to insure maximum efficiency and performance
- Sprinkler heads will be kept clear of overgrowth
- Make necessary adjustments to riser height in shrub areas
- Contractor is responsible to have back flow devices tested annually as required by Water District

### **Controller Irrigation Maintenance**

- Ensure watering schedule based on topography, soil type, plant material, season, and climatic factors are operating correctly
- Schedule operation to reduce possible nuisance from sprinkler operation to pedestrians or vehicles

### **Routine Irrigation Repairs**

- Report any necessary repairs immediately to Superintendent's authorized representative.
- Maintain a current and accurate log of all irrigation repairs. Repair log is to be kept on file with Contractor and will include:
  - Repair date

- Specific zone location
- Nature of Repair
- Repairs will be made using original materials/equipment or suitable substitute
- Immediately repair and/or replace any portion of irrigation systems damaged by Contractor at Contractor's expense

### **Drainage Facilities**

- Routinely inspect and clear of all debris, vegetation, soil, etc., all surface drainage devices
- Routinely inspect and clear of all debris, vegetation, soil, etc., all inlets

### **Hardscape Areas**

- Remove all annual and perennial weeds
  - Includes DG pathways at Harbor Learning Center South.

### **\* Application of fertilizer Hardscape Areas**

- Remove all annual and perennial weeds
  - Includes DG pathways at Harbor Learning Center South.

\* Application of fertilizer will be contained to the planting areas. Any fertilizer deposited on hardscapes will be removed.

<sup>1</sup> Must be applied by or under the supervision of a licensed Pest Control Operator. All herbicides/pesticides used must be reported to the County Agricultural Commissioner's Office. All materials should be carefully timed to promote positive results safety. will be contained to the planting areas. Any fertilizer deposited on hardscapes will be removed.

OCDE  
Esplanade Landscape Zones  
3001 Redhill  
Costa Mesa, CA 92626  
December 12, 2008



33°40'25.0" N 117°52'33.5" W

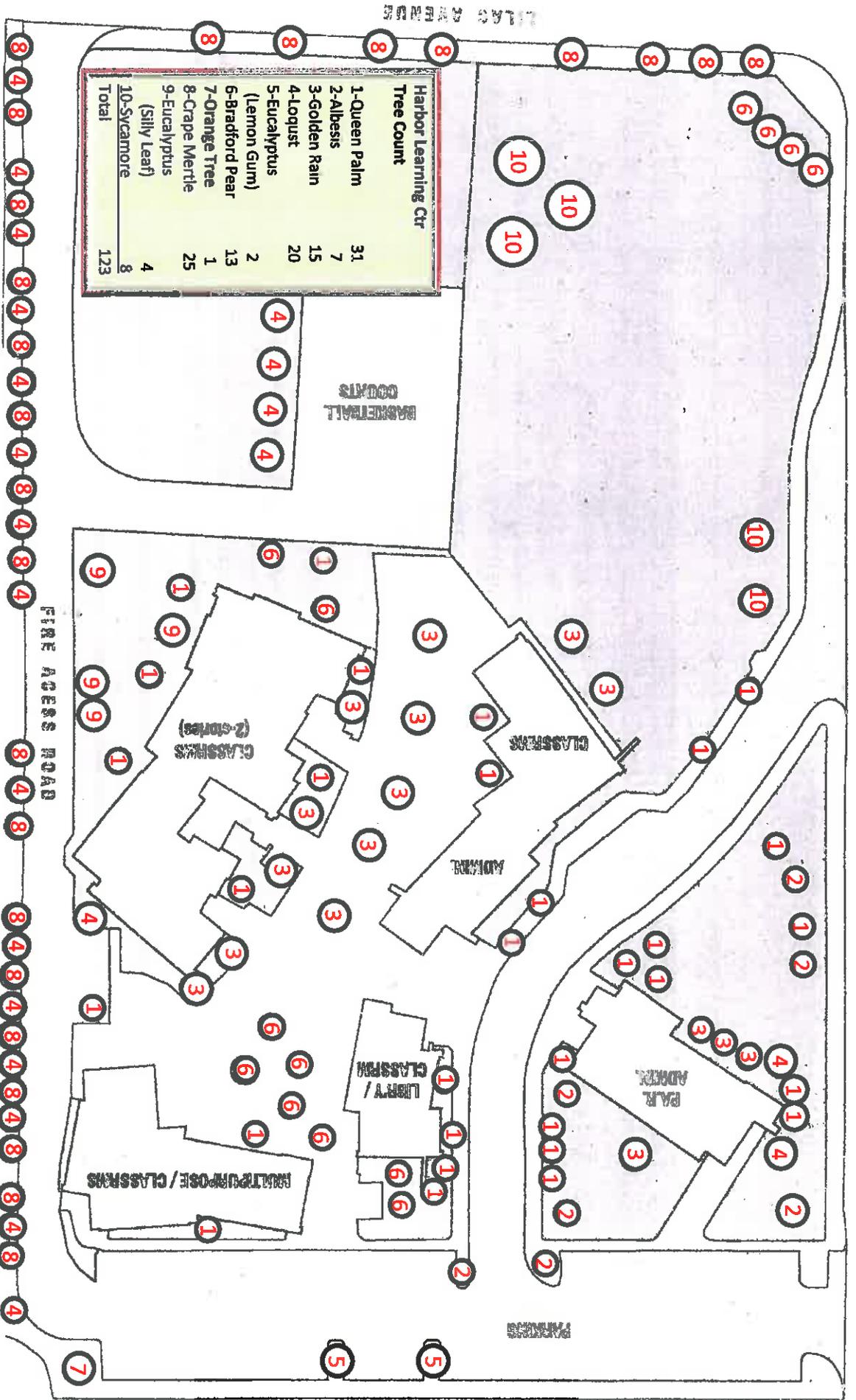
© 2008 TeleAtlas  
elev 14 m

OCT 23, 2007

Google  
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# ACCESS Harbor Learning Center Tree Count

HARBOR BOULEVARD



| Harbor Learning Ctr<br>Tree Count |            |
|-----------------------------------|------------|
| 1-Queen Palm                      | 31         |
| 2-Alibesis                        | 7          |
| 3-Golden Rain                     | 15         |
| 4-Loguist                         | 20         |
| 5-Eucalyptus<br>(Lemon Gum)       | 2          |
| 6-Bradford Pear                   | 13         |
| 7-Orange Tree                     | 1          |
| 8-Crape Mertle                    | 25         |
| 9-Eucalyptus<br>(Silly Leaf)      | 4          |
| 10-Sycamore                       | 8          |
| <b>Total</b>                      | <b>123</b> |

BASKETBALL  
COURTS

CLASSROOMS  
(2-stories)

CLASSROOMS

ADMISSION

LIBRARY /  
CLASSROOM

MULTI-PURPOSE / CLASSROOMS

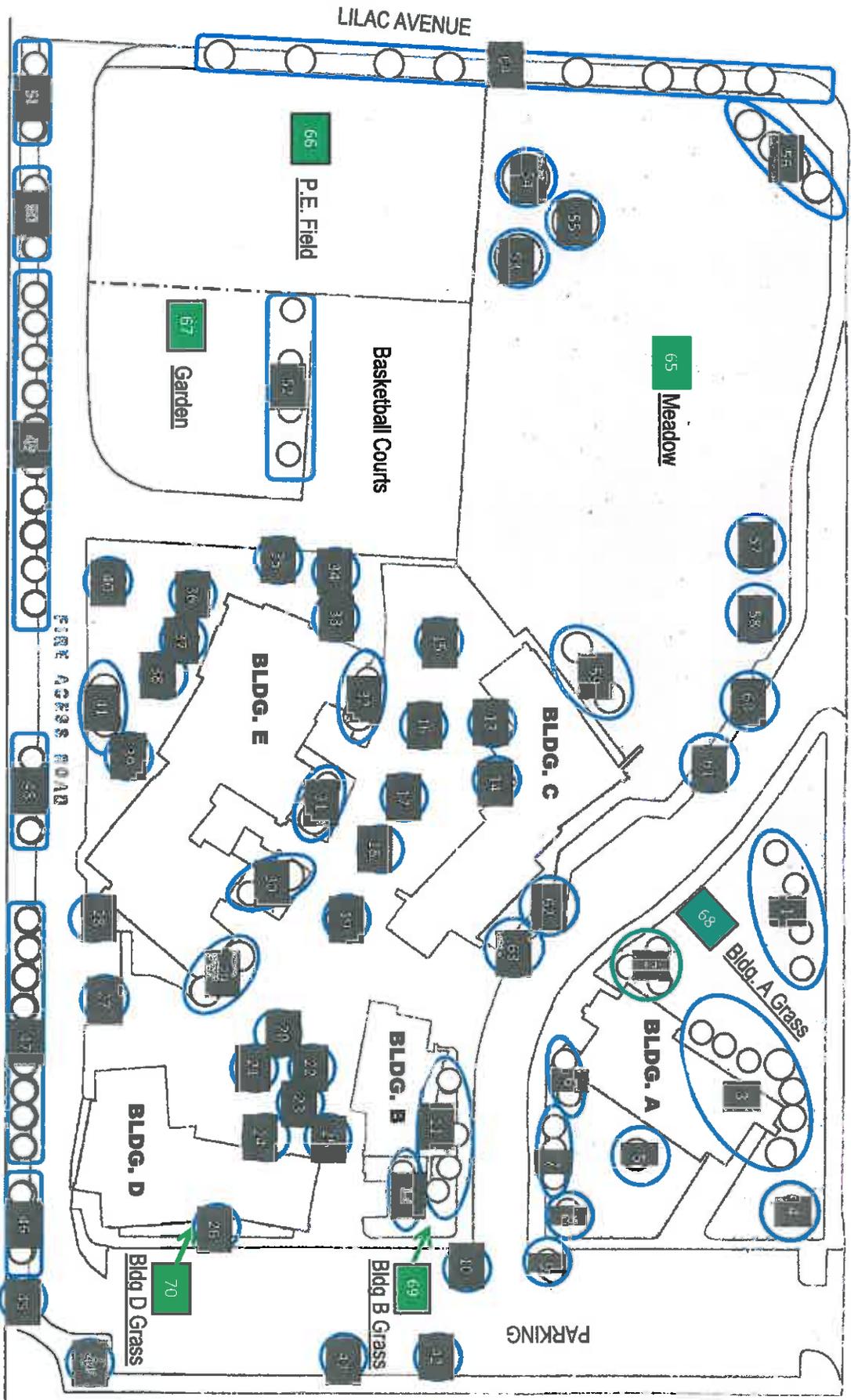
BAR

PARKING

FIRE ACCESS ROAD

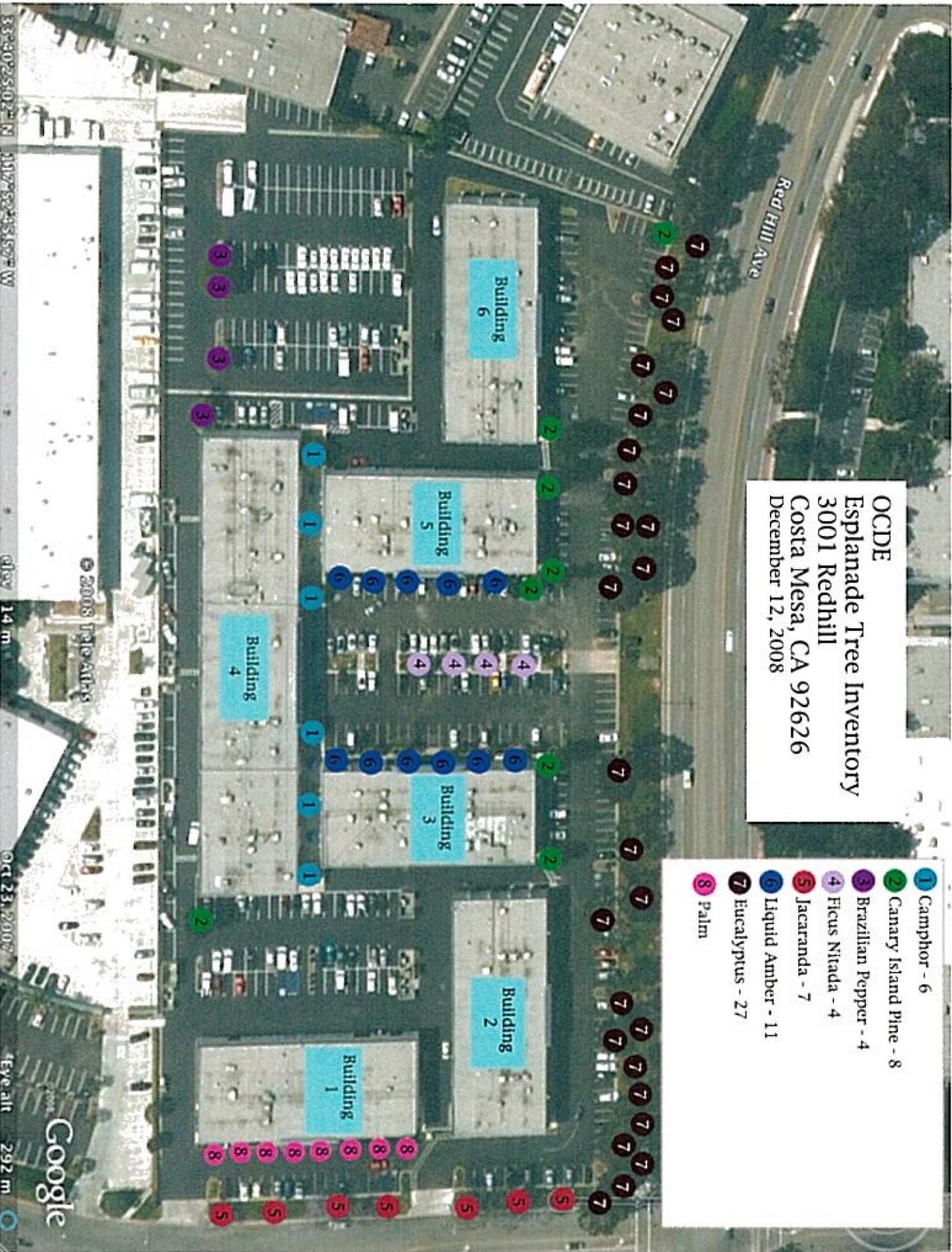
# ACCESS Harbor Learning Center Landscape Zone

HARBOR BOULEVARD

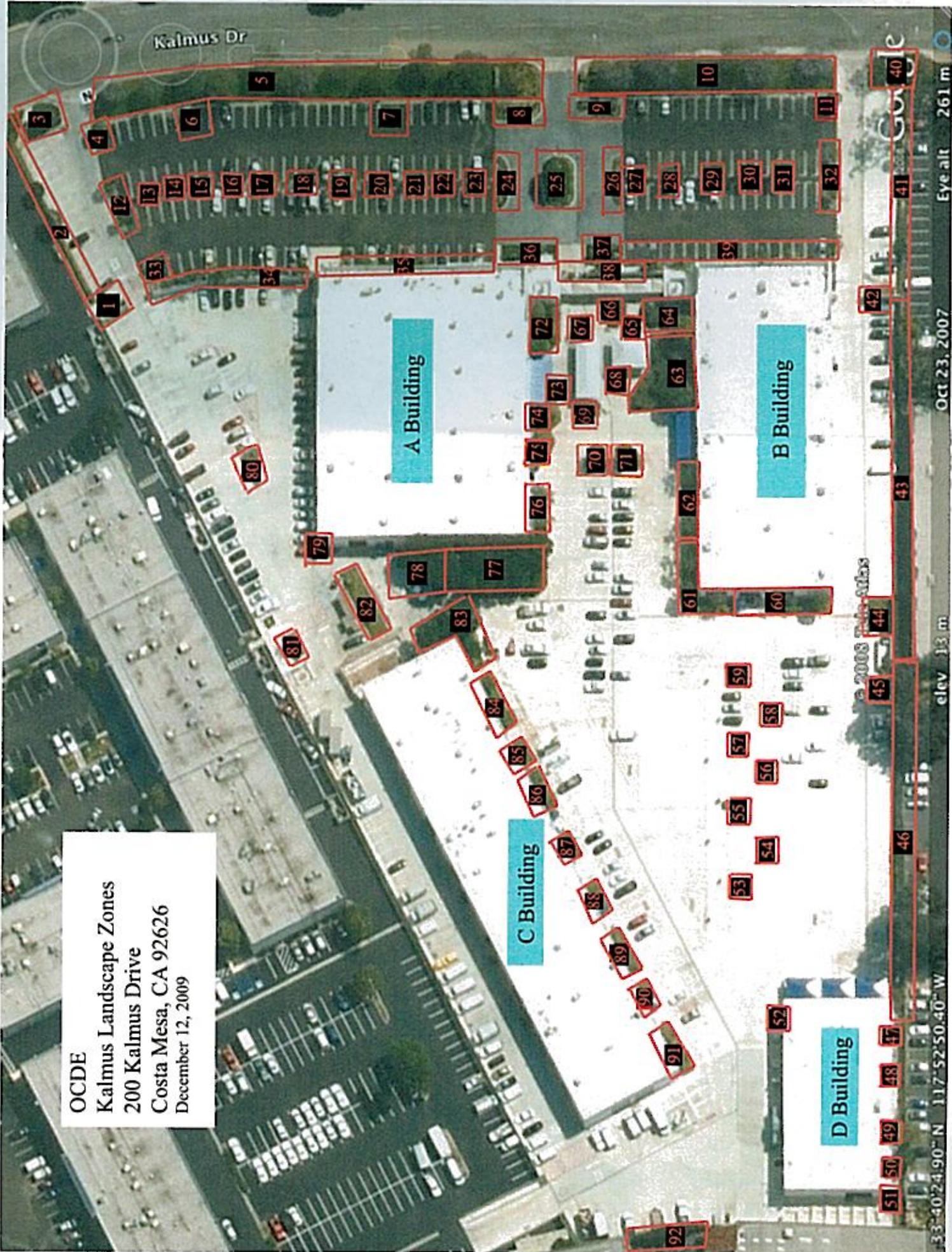


OCDE  
 Esplanade Tree Inventory  
 3001 Redhill  
 Costa Mesa, CA 92626  
 December 12, 2008

- 1 Camphor - 6
- 2 Canary Island Pine - 8
- 3 Brazilian Pepper - 4
- 4 Ficus Nitida - 4
- 5 Jacaranda - 7
- 6 Liquid Amber - 11
- 7 Eucalyptus - 27
- 8 Palm

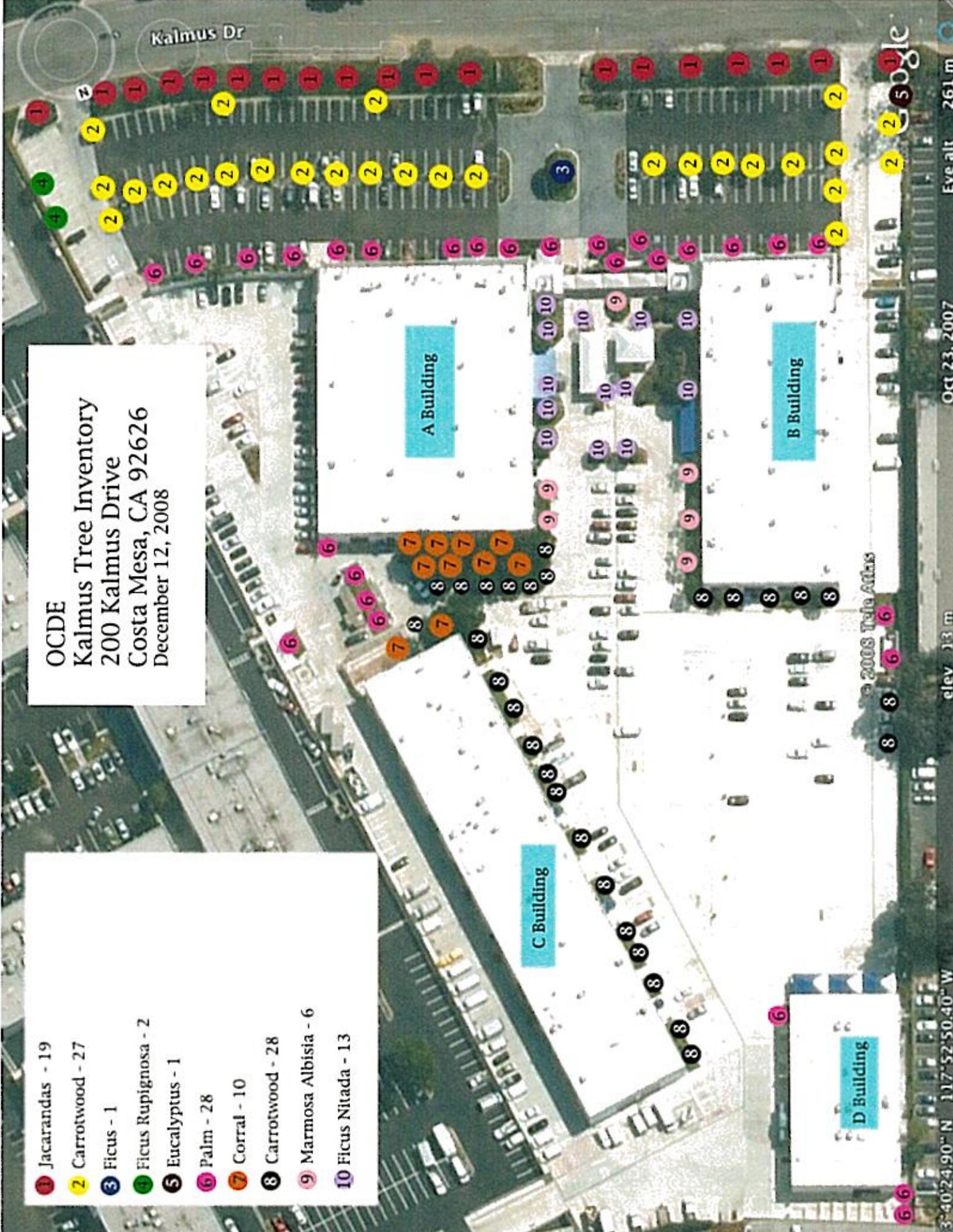


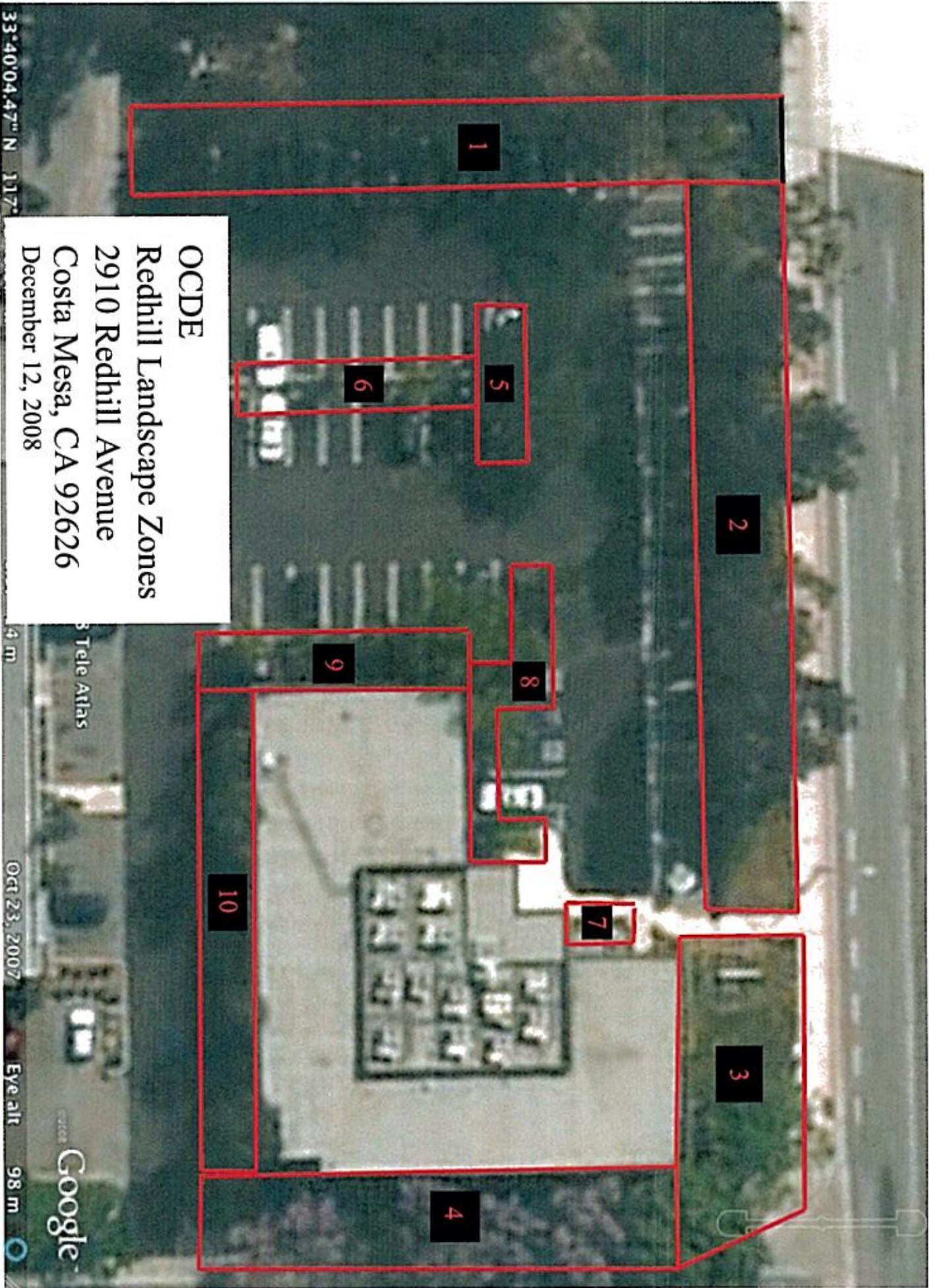
OCDE  
Kalmus Landscape Zones  
200 Kalmus Drive  
Costa Mesa, CA 92626  
December 12, 2009



- 1 Jacarandas - 19
- 2 Carrotwood - 27
- 3 Ficus - 1
- 4 Ficus Rupignosa - 2
- 5 Eucalyptus - 1
- 6 Palm - 28
- 7 Corral - 10
- 8 Carrotwood - 28
- 9 Marmosa Albisia - 6
- 10 Ficus Nitada - 13

OCDE  
 Kalmus Tree Inventory  
 200 Kalmus Drive  
 Costa Mesa, CA 92626  
 December 12, 2008





33°40'04.47" N 117°

OCDE  
Redhill Landscape Zones  
2910 Redhill Avenue  
Costa Mesa, CA 92626  
December 12, 2008

8 Tele Atlas

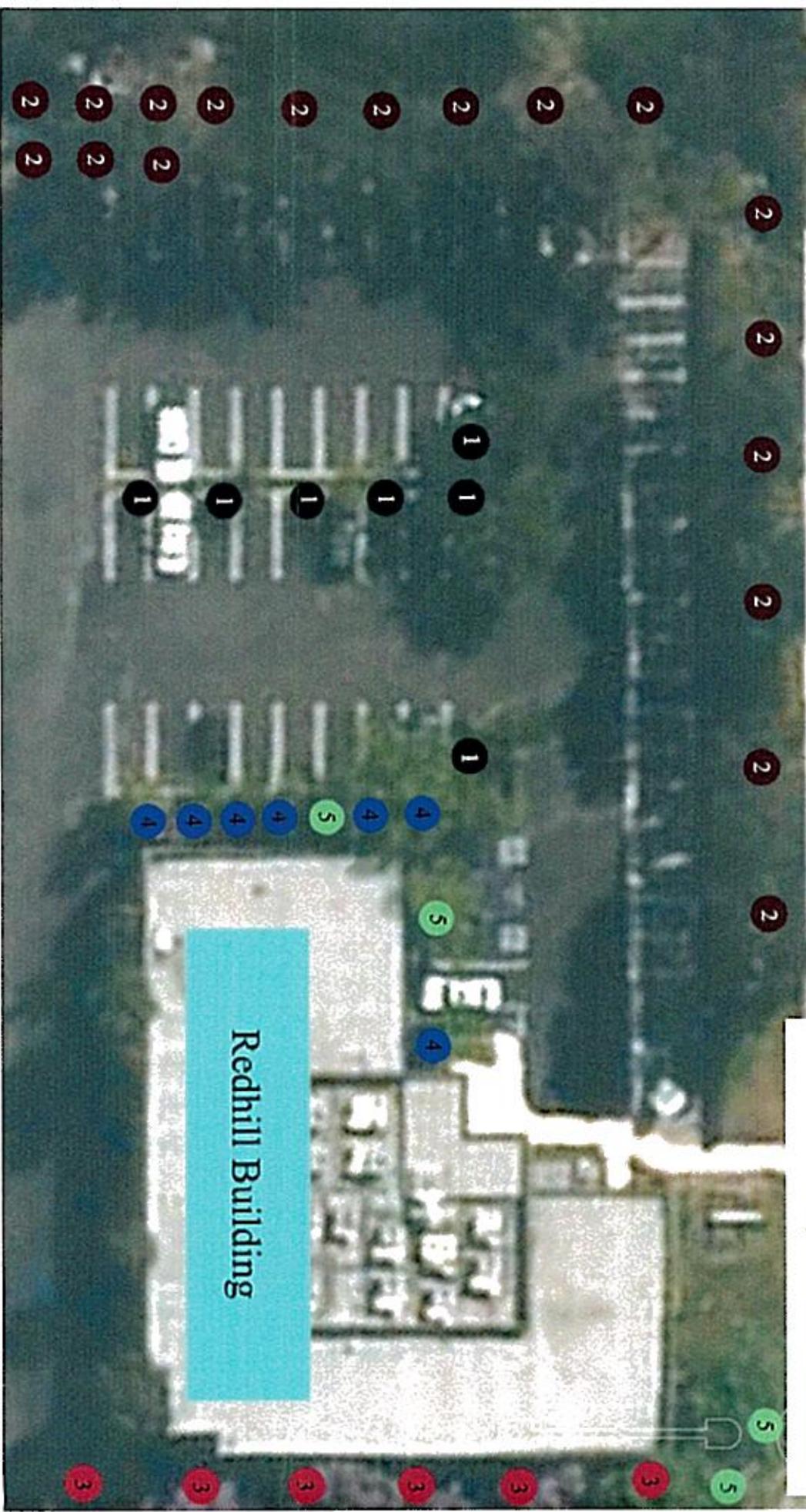
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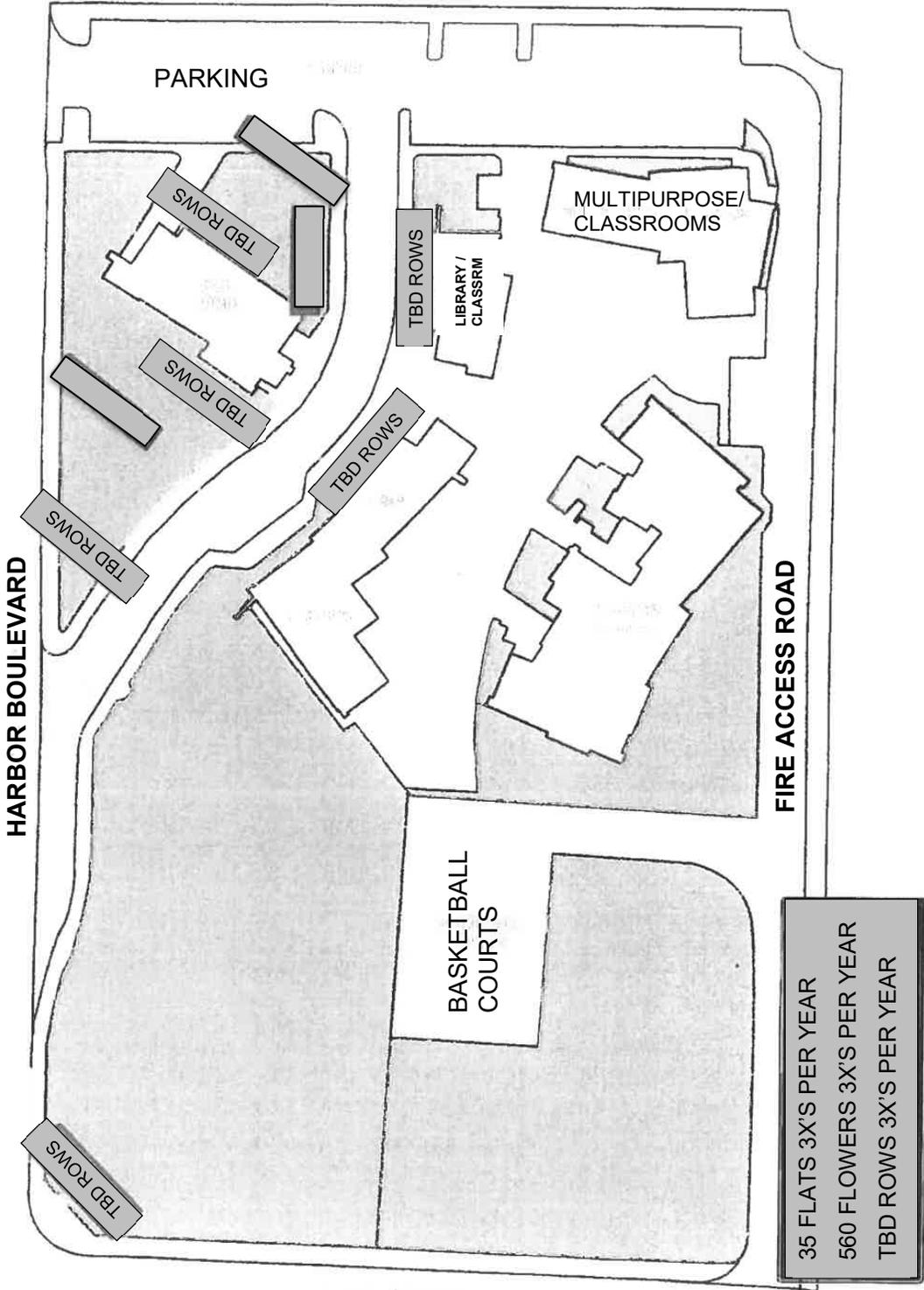
98 m  
Google

- 1 Carrotwood - 7
- 2 Eucalyptus - 18
- 3 Jacaranda - 6
- 4 Liquid Amber - 7
- 5 Sycamore - 4

OCDE  
 Redhill Tree Inventory  
 2910 Redhill Avenue  
 Costa Mesa, CA 92626  
 December 12, 2008

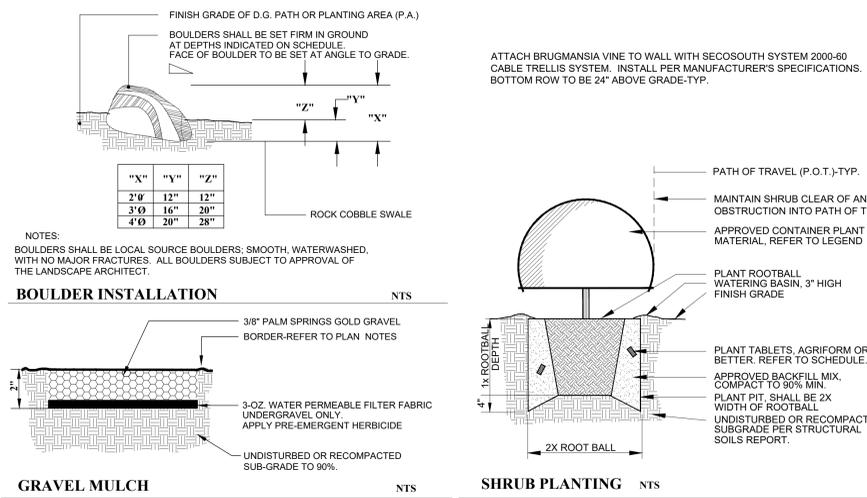


**ANNUALS BID FOR HARBOR LEARNING CENTER**



**LILAC AVENUE**

# Habor Learning Center - North



**TREE PLANTING LEGEND**

| SYM | BOTANICAL/COMMON NAME                     | SIZE    | QTY | REMARKS                                  |
|-----|---|---------|-----|--|
| ○   | QUERCUS AGRIFOLIA<br>COAST LIVE OAK       | 24" BOX |     | STANDARD FORM                            |
| ○   | PLATANUS RACEMOSA<br>SYCAMORE             | 24" BOX |     | STANDARD FORM<br>MATCHED HEIGHT AND FORM |
| ○   | ARBUTUS SP.<br>"MARINA"                   | 36" BOX |     | LOW BRANCHING                            |
| ○   | GINKGO BILOBA<br>GINKGO                   |         |     |  |
| ○   | MAGNOLIA SP.<br>"LITTLE GEM"              | 24" BOX |     | MATCHED VERTICAL FORM                    |
| ○   | CASSIA LEPTOPHYLLA<br>GOLD MEDALLION TREE | 24" BOX |     | STANDARD FORM                            |
| ○   | PRUNUS CAROLINIANA<br>BRITEN-TITE         | 15-GAL  |     |  |
| ○   | MELALEUCA NESOPHYLLA<br>PINK MELALEUCA    | 24" BOX |     | LOW-BRANCHING                            |
| ○   | CALOCEDRUS DECURRENS<br>INCENSE CEDAR     | 24" BOX |     | STRAIGHT MAIN LEADER                     |

**PRELIMINARY SHRUB/GROUND COVER PLANTING LEGEND**

| SYM | BOTANICAL/COMMON NAME  | SIZE             | QTY | REMARKS                              |
|-----|--|------------------|-----|--------------------------------------|
| ○   | CALLIANDRA CALIFORNICA<br>FAIRY DUSTER   | 5-GAL.           |     |                                      |
| ○   | CHONDROPETALUM TECTORUM<br>CAPE RUSH   | 5-GAL.           |     |                                      |
| ○   | BULBINE FRUTESCENS<br>BULBINE  | 1-GAL.           |     |                                      |
| ○   | GLOBULARIA INDOBIA<br>GLOBE DAISEY   | 5-GAL.           |     |                                      |
| ○   | DIETES VEGETA<br>"VARIGATA"  | 5-GAL.           |     | FIRST ROW 24" OFF<br>EDGE OF PAVING. |
| ○   | CALLISTEMON V.<br>"LITTLE JOHN"  | 5-GAL.           |     |                                      |
| ○   | LOBELIA LAXIFLORA<br>LOBELIA   | 5-GAL.           |     |                                      |
| ○   | LANTANA CAMARA<br>"SUNBURST"   | 5-GAL.           |     |                                      |
| ○   | MYRSINE AFRICANA<br>AFRICAN BOXWOOD  | 5-GAL.           |     |                                      |
| ○   | LEUCODENDRON SP.<br>"EBONY"  | 5-GAL.           |     |                                      |
| ○   | ARCTOSTAPHYLOS SP.<br>"EMERALD CARPET"   | 1-GAL.           |     | FIRST ROW 24" OFF<br>EDGE OF PAVING. |
| ○   | ARCTOSTAPHYLOS SP.<br>"PACIFIC MIST"   | 1-GAL.           |     |                                      |
| ○   | MULLENBERGIA RIGENS<br>DEER GRASS  | 1-GAL.           |     | FIRST ROW 24" OFF<br>EDGE OF PAVING. |
| ○   | BRUGMANSIA SP.<br>"CHARLES GRIMALDI"   | 15-GAL.          |     | SEE NOTE AT<br>SHRUB DETAIL          |
| ○   | SENECIO MANDRALISCEA<br>BLUE CHALKS  | 1-GAL.<br>24" OC |     |                                      |
| ○   | AG SOD "BALLPARK" OR<br>WEST COAST TURF "BANDERA"  | SOD              |     |                                      |
| ○   | HYPERICUM CALYCNINUM<br>AARON'S BEARD  | FLATS<br>12" OC  |     | FIRST ROW 12" OFF<br>EDGE OF PAVING. |
| ○   | DIANELLA C.<br>"CASSA BLUE"  | 1-GAL.<br>18" OC |     | FIRST ROW 12" OFF<br>EDGE OF PAVING. |
| ○   | GAZANIA RIGENS LEUCOLAENA<br>TRAILING GAZANIA  | 1-GAL.<br>24" OC |     | FIRST ROW 12" OFF<br>EDGE OF PAVING. |
| ○   | BIOFILTRATION SOD<br>DELTA BLUEGRASS   | SOD              |     |                                      |
| G1  | 3" THICK ORGANIC-LOCK STABILIZED DECOMPOSED GRANITE. INSTALL PER MANUFACTURER'S SPECIFICATION ON THIS SHEET. |                  |     |                                      |
| ○   | 48" LOCAL SMOOTH GRANITE BOULDERS - MINIMUM LARGEST DIMENSION  |                  |     |                                      |
| ○   | 36" BOULDER  |                  |     |                                      |
| ○   | 24" BOULDER  |                  |     |                                      |

**For Reference Only**

PROJECT ADDRESS: 1240 N. Harbor Blvd., Anaheim, CA

| MAWA | Eto  | Conversion | Adj Factor | Area | MAWA TOTAL |
|------|------|------------|------------|------|------------|
| 48.2 | 0.82 | 0.45       | 33,795     | GPY  | 454,468    |
| 48.2 | 0.62 | 1          | 30,400     | GPY  | 926,474    |
|      |      |            | 64,195     | GPY  | 1,382,942  |

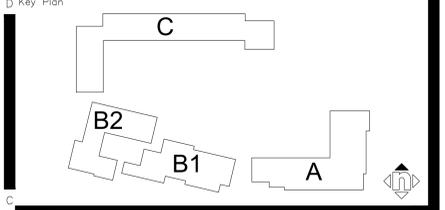
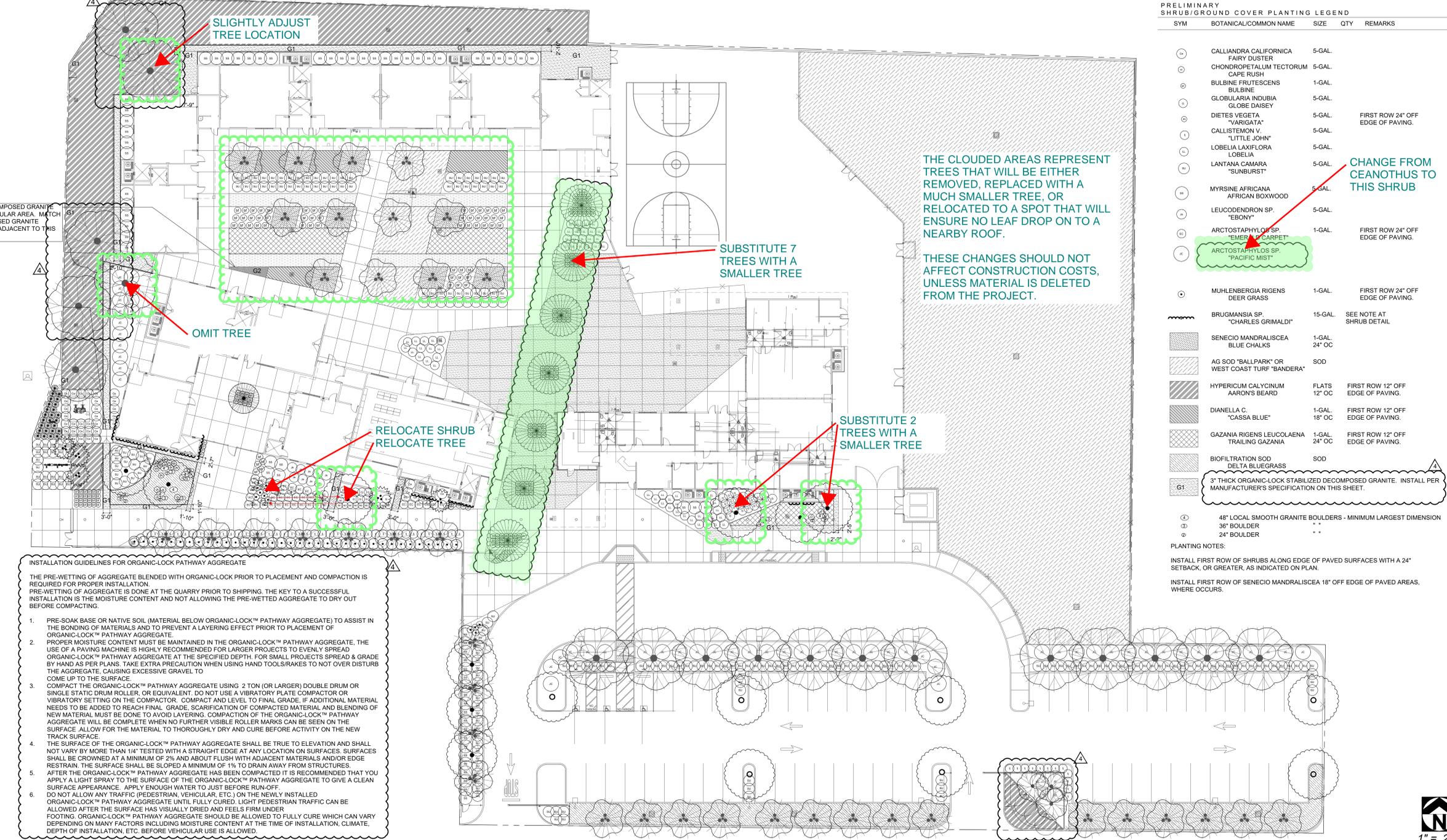
MAWA TOTAL: 1,382,942

64,195 ANNUAL EWU-GAL

**MWEO COMPLIANCE**

BID ALTERNATE OMIT "BALLPARK" SOD BY AG SOD AND INSTALL STOVER SPORTS FIELD "SUPREME". REFERENCE SPECIFICATION SECTION 01 20 00 FOR BID ALTERNATE.

| HYDROZONE               | IRR TYPE | PF/KL | H.A.-S.F. | LE  | Eto  | SUB-TOTAL |
|-------------------------|----------|-------|-----------|-----|------|-----------|
| Special Landscape Area  | DripLine | 0.8   | 30,400    | 75% | 48.2 | 726,770   |
| Cool Season Turf        | Rotor    | 0.8   | -         | 75% | 48.2 | -         |
| Warm Season Turf        | Rotor    | 0.6   | -         | 75% | 48.2 | -         |
| Cool Season Turf        | DripLine | 0.8   | -         | 81% | 48.2 | -         |
| Warm Season Turf        | DripLine | 0.6   | 1,708     | 81% | 48.2 | 37,765    |
| Warm Season Turf        | Rotary   | 0.8   | -         | 75% | 48.2 | -         |
| Cool Season Turf        | Spray    | 0.8   | -         | 75% | 48.2 | -         |
| Warm Season Turf        | Spray    | 0.6   | -         | 75% | 48.2 | -         |
| High Water Use T/S/G/C  | Rotary   | 0.7   | -         | 75% | 48.2 | -         |
| Med Water Use T/S/G/C   | Rotary   | 0.5   | 10,657    | 75% | 48.2 | 212,316   |
| Low Water Use T/S/G/C   | Rotary   | 0.3   | 9,820     | 75% | 48.2 | 117,384   |
| V Low Water Use T/S/G/C | Rotary   | 0.2   | -         | 75% | 48.2 | -         |
| High Water Use T/S/G/C  | DripLine | 0.7   | -         | 81% | 48.2 | -         |
| Med Water Use T/S/G/C   | DripLine | 0.5   | -         | 81% | 48.2 | -         |
| Low Water Use T/S/G/C   | DripLine | 0.3   | 10,300    | 81% | 48.2 | 114,002   |
| V Low Water Use T/S/G/C | DripLine | 0.2   | -         | 81% | 48.2 | -         |
| High Water Use T/S/G/C  | Bubbler  | 0.7   | -         | 81% | 48.2 | -         |
| Med Water Use T/S/G/C   | Bubbler  | 0.5   | 1,312     | 81% | 48.2 | 24,202    |
| Low Water Use T/S/G/C   | Bubbler  | 0.3   | -         | 81% | 48.2 | -         |
| V Low Water Use T/S/G/C | Bubbler  | 0.2   | -         | 81% | 48.2 | -         |



**HMC Architects**

3546 Concourse Street / Ontario, CA 91764  
T 909 989 9979 / www.hmcarchitects.com

Project Title: **COMMUNITY SCHOOL NUMBER 9**  
1240 N. HARBOR BOULEVARD  
ANAHEIM, CA 92801

ORANGE COUNTY DEPARTMENT OF ED  
200 KALMUS DRIVE  
COSTA MESA, CA 92628

| No. | Description | Date    | No. | Description | Date |
|-----|-------------|---------|-----|-------------|------|
| 3   | ADDENDUM 03 | 7/10/20 |     |             |      |

Drawing Title: **PLANTING PLAN**

Architect's Seal: [Signature]

Designed: [Signature]

Project No: 332700800

Drawn: [Signature]

Scale: [Blank]

QA/QC: [Signature]

Drawing No: **L1.1**

Date: 08/30/19



ARBUTUS MARINA



PLATANUS RACEOMSA



CALOCEDRUS DECURRENS



QUERCUS AGRIFOLIA



CASSIA LEPTOPHYLLA



PRUNUS COMPACTA

Habor Learning Center - North  
For Reference Only

# Habor Learning Center - North

## For Reference Only



GINKGO BILOBA



MAGNOLIA 'LITTLE GEM'



MELALEUCA NESOPHILA



ARCTOSTAPHYLOS EMERALD CARPET



CALLIANDRA CALIFORNICA



ARCTOSTAPHYLOS PACIFIC MIST



CALLISTEMON LITTLE JOHN



BULBINE FRUTESCENS



CHONDROPETALUM TECTORUM

Habor Learning Center - North  
For Reference Only



DIANELLA CASSA BLUE



GLOBULARIA INDUBIA



DIETES IRRIDIOIDES



HYPERICUM CALYCINUM



GAZANA RIGENS LEUC.



LANTANA SUNBURST

Habor Learning Center - North  
For Reference Only



LEUCODENDRON EBONY



MYRSINE AFRICANA



LOBELIA LAXIFLORA



SENECIO MANDRALISCAE



MUHLENBERGIA RIGENS



BIOFILTRATION SOD

Habor Learning Center - North

For Reference Only



# Habor Learning Center - North

## LANDSCAPE MAINTENANCE SCHEDULE

For Reference Only

| Task                          | MONTH |     |     |              |     |      |      |     |      |     |          |     |
|-------------------------------|-------|-----|-----|--------------|-----|------|------|-----|------|-----|----------|-----|
|                               | JAN   | FEB | MAR | APR          | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV      | DEC |
| <b>CARE OF PLANTS</b>         |       |     |     |              |     |      |      |     |      |     |          |     |
| Monitoring                    |       |     |     |              |     |      |      |     |      |     |          |     |
| Pruning (if needed)           |       |     |     |              |     |      |      |     |      |     |          |     |
| Deadhead plants               |       |     |     |              |     |      |      |     |      |     |          |     |
| Fertilization                 |       |     |     | (Perennials) |     |      |      |     |      |     | (Shrubs) |     |
| Cut back perennials & grasses |       |     |     |              |     |      |      |     |      |     |          |     |
| Watering - as needed          |       |     |     |              |     |      |      |     |      |     |          |     |
| <b>PLANTING BEDS</b>          |       |     |     |              |     |      |      |     |      |     |          |     |
| Edging                        |       |     |     |              |     |      |      |     |      |     |          |     |
| Weeding – as needed           |       |     |     |              |     |      |      |     |      |     |          |     |
| Mulching                      |       |     |     |              |     |      |      |     |      |     |          |     |
| Soil testing                  |       |     |     |              |     |      |      |     |      |     |          |     |
| Leaf Removal (if needed)      |       |     |     |              |     |      |      |     |      |     |          |     |
| <b>PEST MANAGEMENT</b>        |       |     |     |              |     |      |      |     |      |     |          |     |
| Monitoring                    |       |     |     |              |     |      |      |     |      |     |          |     |
| <b>LAWNS</b>                  |       |     |     |              |     |      |      |     |      |     |          |     |
| Fertilize/Lime                |       |     |     |              |     |      |      |     |      |     |          |     |

### OCDE-9 PLANT MATERIAL MAINTENANCE SUMMARY

The above chart is a guideline for established plant material maintenance only. Seasonal adjustments are normal.

#### Trees

No scheduled maintenance for the first 8-10 years. Remove dead/dying branches as needed. After year eight, consider light canopy lacing by a certified arborist. Remove tree stakes when trunk caliper is larger than the stake.

#### Shrubs

No scheduled maintenance for the first 5-years, approximately. No shearing is required – ever. The African Boxwood and Prunus Compacta can be sheared into a hedge after year 3 or 4. Light hand-trimming of unwieldy branches on an as-needed basis once per year.

**RANCHO SONADO**

Weed abatement is needed in marked areas, as well as around structures. This is to include, parking areas, hiking trails, road access (10' clearance)

