

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

May 21, 2018

**ADDENDUM NO. 2
FOR**

BID #1345 – LANDSCAPE MAINTENANCE SERVICES

The following changes, additions, deletions or corrections shall become a part of the Contract Documents for the project named above and all other conditions shall remain the same. The bidders shall be responsible for transmitting this information to all affected subcontractors and suppliers prior to the closing of bids.

Failure to include this addendum with your bid may subject the bidder to disqualification.

The following are responses to bidder questions, requests for information and requests for clarification:

ADDENDUM NO. 2 – ISSUE A CORRECTION TO ADDENDUM NO. 1

Addendum No. 1 should read: Bid #1345 – Landscape Maintenance Services

A revised copy of Addendum No. 1 is attached.

Addendum 2: Dated 5/21/18

Bidder: _____

Name: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS IS THE END OF ADDENDUM NO. 2

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT



**Linda Melendez
Interim Director of Purchasing Services**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

May 18, 2018

ADDENDUM NO. 1 FOR

BID #1345 – LANDSCAPE MAINTENANCE SERVICES

The following changes, additions, deletions or corrections shall become a part of the Contract Documents for the project named above and all other conditions shall remain the same. The bidders shall be responsible for transmitting this information to all affected subcontractors and suppliers prior to the closing of bids.

Failure to include this addendum with your bid may subject the bidder to disqualification.

The following are responses to bidder questions, requests for information and requests for clarification:

Question:

“Does the Prime Contractor need to have D-49 License and if not can we Sub Contracted D-49?”

Answer:

Yes, the Contractor may utilize a D-49 licensed subcontractor.

The Contractor must possess, throughout the contract, a class C-27 License. Any Subcontractors must have the appropriate license for the specific work to be performed.

- 1.0 The Agreement is removed and replaced with a new Agreement and is attached.
- 2.0 The Bid Form is removed and replaced with a new Bid Form and is attached.

Addendum 1: Dated 5/18/18

Bidder: _____

Name: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS IS THE END OF ADDENDUM NO. 1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT



Linda Melendez
Interim Director of Purchasing Services

AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, in the County of Orange, State of California, is by and between Rancho Santiago Community College District, (hereinafter referred to as "DISTRICT"), and _____ (hereinafter referred to as "VENDOR").

WHEREAS, the DISTRICT is authorized to contract with a VENDOR to provide Landscape Maintenance Service for Santiago Canyon College, Santiago Canyon College-Orange Education Center and Digital Media Center.

WHEREAS, the VENDOR is specially experienced, and competent to provide Landscape Maintenance Service in accordance with all of the terms, conditions and pricing as listed in Bid #1345.

IT IS THEREFORE AGREED AS FOLLOWS:

The DISTRICT hereby retains and employs the VENDOR upon the terms and conditions hereinafter set forth, and the VENDOR hereby accepts said conditions and agrees to provide Landscape Maintenance Service as hereinafter mentioned as the successful bidder in accordance with the said terms and conditions of Bid #1345.

1. The VENDOR shall commence providing provide Landscape Maintenance Service under this Agreement beginning July 1, 2018 and will diligently perform as required and complete performance by June 30, 2019.
2. The DISTRICT has the option to renew the contract for four (4) additional one (1) year terms by written notice to the VENDOR not less than sixty (60) days prior to the expiration date.
3. The DISTRICT shall pay the VENDOR monthly payments in accordance with the special conditions of the bid.
4. The VENDOR shall assume all expenses incurred by him/her in connection with the performance of this Agreement, and the DISTRICT shall not be responsible for payment of any expenses incurred in connection with the project.
5. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the VENDOR is not an officer, agent, or employee of the DISTRICT.
6. The VENDOR agrees to and shall hold harmless and indemnify the DISTRICT and its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. liability for damages for death or bodily injury to person, injury to property, or any loss, damage or expense sustained by the VENDOR or any person, firm or corporation employed by the VENDOR upon or in connection with the services called for in the Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT's officers, employees, or agents.
 - b. any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off the DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT's officers employees, or agents. The VENDOR, at the VENDOR's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may

be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT or its officers, agents or employees in any action, suit, or other proceedings as a result thereof.

7. The VENDOR shall have the Class C-27 (landscaping) license and that such license shall be in full force and effect throughout the duration of performance under this contract and that any and all subcontractors to be employed by the vendor shall have appropriate licenses based on service(s) performed.
8. The VENDOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including prevailing wage requirements and workers' compensation.
9. The VENDOR shall maintain and keep in force during the term of the Agreement, the insurance coverage set forth in the bid. VENDOR agrees to provide all evidence of coverage required by the DISTRICT including certificate of insurance and endorsement naming the DISTRICT as additional insured followed with a written endorsement.
10. This contract may not be assigned without the written consent of the DISTRICT.
11. The DISTRICT has the right to terminate this Agreement in whole or in part for any reason, without penalty, at any time by providing the VENDOR with a written notice of the termination at least sixty (60) days in advance.

IN WITNESS WHEREOF, said parties have executed this Agreement as of the date and year first above written.

ENTERED INTO THIS AGREEMENT:

FOR THE VENDOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
Santa Ana, California

By: _____
Signature

By: _____
Peter J. Hardash
Vice Chancellor of Business
Operations/Fiscal Services

Printed Name

Date

Printed Title

Date

BID FORM

Name of Bidder: _____

To: Rancho Santiago Community College District, acting by and through its Governing Board, herein called the "DISTRICT."

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 Security, Designation of Subcontractors Form, Information Required of Bidder, Non-Collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Agreement, Drug-Free Workplace Certification, all insurance requirements, W-9 certification, Withholding Exemption Certification, General Conditions, drawings, site maps, specifications, and all modifications, addenda and amendments, if any, 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

Project No.: Bid #1345

all in strict conformity with the Project Documents on file at the office of the Director of Purchasing Services of said DISTRICT for the sum **SEE ATTACHED PRICING SHEET ON PAGE 5 OF THE BID FORM.**

Each individual bid total shall be determined from visiting the work site, reviewing of 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 Contract, 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 DISTRICT reserves the right to reject any or all bids to accept or reject any one or more items of a bid to increase or decrease quantities or to delete items entirely or to award items separately or on any combination or to waive any irregularities or informalities in any bids or in the bidding process whichever is in the best interest of the DISTRICT. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. 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.

5. It is understood and agreed that if written notice of the award of a contract is mailed, emailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement, Faithful Performance as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, Criminal Records Check Certification, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on the date specified in the DISTRICT's Purchase Order, and shall be completed by the bidder on the end date shown on the Purchaser Order.

6. 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.

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

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT 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 DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license(s), License No. _____, Class C-27 at the time of the bid opening, 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 Contract. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate license(s) at the time of the bid opening and effect throughout the duration of the performance of this contract.

10. 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 DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

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

12. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration. This form is included with the Projects Documents. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

13. 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 _____ Corporation¹)
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)

Print Name: _____

Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

¹ 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.